

STATE OF ALABAMA
COUNTY OF SHELBY

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

THIS INDENTURE (hereinafter this “**Mortgage**”) made effective the 11th day of September, 2023 by **Garden Street Communities Southeast, LLC, a Florida limited liability company** (hereinafter called “**Mortgagor**”) in favor of **Centennial Bank, an Arkansas banking corporation** (hereinafter called “**Bank**”),

THIS MORTGAGE IS TO BE FILED IN THE PROBATE RECORDS OF THE COUNTY WHERE THE REAL PROPERTY IS LOCATED AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-9A-502(c) OF THE CODE OF ALABAMA.

W I T N E S S E T H:

WHEREAS, Mortgagor is justly indebted to Bank (the Bank and any subsequent holder of this Mortgage being referred to herein as “**Lender**”) on a loan (the “**Loan**”) in the principal sum of FIFTEEN MILLION and NO/100THS DOLLARS (\$15,000,000.00), as evidenced by that certain Master Revolving Promissory Note made by Mortgagor in favor of Lender dated November 21, 2022 in the principal amount of \$15,000,000.00 (hereinafter, together with any and all extensions, renewals, modifications, replacements, substitutions, and any and all other certificates or evidence of indebtedness evidenced by said Master Revolving Promissory Note, referred to as the “**Note**”).

WHEREAS, Portions of the Loan are secured by collateral in the state of Alabama, Florida and North Carolina, in addition to collateral in other states as may arise from time to time, including without limitation, the state of South Carolina, and Georgia;

WHEREAS, This Mortgage and the Mortgaged Property described herein shall only secure the Note **up to the maximum principal amount of FOUR MILLION SEVEN HUNDRED SIXTY TWO THOUSAND FIVE HUNDRED and 00/100 Dollars (\$4,762,500.00)** plus accrued unpaid interest and costs, fees and expenses incurred pursuant to the terms of this Mortgage and the other Loan documents.

WHEREAS, Mortgagor and Lender have entered into that certain Master Loan Agreement dated November 21, 2022 (as may be subsequently amended or modified, the “**Loan Agreement**”) providing for a revolving line of credit from Lender to Mortgagor, which contemplates advances of the Loan by Lender to Mortgagor, repayments of the Loan by Mortgagor and subsequent advances of the Loan by Lender to Mortgagor to facilitate acquisition of land and construction of improvements by Mortgagor pursuant to the Loan Agreement on real property described in **Exhibit A** referred to herein and on subsequent properties owned and to be acquired by Mortgagor which will be subjected to the lien, operation and effect of this Mortgage by subsequent recorded mortgage modifications spreading the lien of the Mortgage to such subsequently acquired properties (the “**Subsequent Documentation**”), with the effect that the balance of the Loan may increase and decrease and may be completely repaid and reborrowed from time to time. The Subsequent Documentation will be to incorporate the terms and provisions set forth in this Mortgage.

WHEREAS, the parties hereto desire to secure the principal amount of the Note with interest, and all renewals, extensions and modifications thereof, and all refinancings of any part of the Note, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions, modifications and refinancings thereof.

GRANTING CLAUSE

NOW, THEREFORE, Mortgagor, in consideration of Lender's making the Loan, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges herein incurred by Lender, including but not limited to attorneys' fees, as set forth above, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth in the Note and set forth in all other documents evidencing, securing or executed in connection with the Loan (this Mortgage, the Note and such other documents are sometimes referred to herein as the "**Loan Documents**"), has mortgaged, granted and conveyed, and does hereby MORTGAGE, GRANT, AND CONVEY unto the Lender, its successors and assigns, the following described land, real estate, estates, buildings, improvements, fixtures, furniture, and personal property ("**Mortgaged Property**") to-wit:

- (a) All that tract or parcel or parcels of land and estates particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**Land**");
- (b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "**Improvements**");
- (c) All accounts, general intangibles, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;
- (d) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to the Land herein above described, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof related to the Land, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagor of, in and to the Land, including but not limited to:
 - (i) All rents, royalties, profits, issues and revenues of the Land and Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created; and

- (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;
- (e) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c) or (d) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), (c) or (d) above.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Lender, its successors and assigns forever, subject, however, to the terms and conditions herein;

PROVIDED, HOWEVER, that these presents are upon the condition that: (i) if the Mortgagor shall fully pay or cause to be fully paid to the Lender the principal and interest payable with respect of the Loan and the Note, and any extensions, renewals, modifications and refinancings of same, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Mortgagor, and shall pay all charges incurred herein by Lender on account of Mortgagor, including, but not limited to, reasonable attorneys' fees, and shall keep, perform and observe all and singular the material covenants, conditions and agreements in this Mortgage, in the Note, in the other Loan Documents, expressed to be kept, performed, and observed by or on the part of the Mortgagor, all without fraud or delay; and (ii) the Lender shall have no further commitment or agreement to make advances, incur obligations or give value under the Loan, the Note, any other Loan Document (including without limitation advances, obligations or value relating to future advances, open-end, revolving or other lines of credit or letters of credit), then this Mortgage, and all the properties, interests and rights hereby granted, bargained, sold and conveyed shall cease, terminate and be void, but shall otherwise remain in full force and effect.

AND the Mortgagor further represents, warrants, covenants and agrees with the Lender as follows:

ARTICLE I GENERAL

1.01 Performance of Mortgage, Note and Loan Documents. The Mortgagor shall perform, observe and comply with all provisions hereof, of the Note, and of the other Loan Documents, and shall duly and punctually pay to the Lender the sum of money expressed in the Note, with interest thereon, and all other sums required to be paid by the Mortgagor pursuant to the provisions of this Mortgage, of the Note, of the other Loan Documents, all without any deductions or credit for taxes or other similar charges paid by the Mortgagor.

1.02 Warranty of Title. Mortgagor hereby warrants that it is lawfully seized of an indefeasible estate in fee simple in the land and real property hereby mortgaged, or is lawfully seized of such other estate or interest as is described on Exhibit "A" hereto, and has good and absolute title to all existing personal property hereby granted as security, and has good right, full power and lawful authority to sell, convey, mortgage and grant a security interest in the same in the manner and form aforesaid; that the same is free and clear of all grants, reservations, security interests, liens, charges, and encumbrances (other than subordinate debt disclosed to Lender), including, as to the personal property and fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statements, and anything of a similar nature, and that Mortgagor shall and will warrant and forever defend the title thereto and the quiet use and enjoyment thereof unto the Lender, its successors and assigns, against the lawful claims of all persons whomsoever, except as aforesaid.

1.03 Future Advances, Revolving and Open-End Loans, and Other Debts. It is expressly understood that this Mortgage is intended to and does secure not only the Loan, but also future advances, of the Mortgagor to the Lender, whether now existing or hereafter arising, and any and all extensions, renewals, modifications and refinancings of same, or any part thereof, existing at any time before actual cancellation or satisfaction of this instrument in the public records of the county or counties where the Mortgaged Property is located. The Loan may, if provided in the applicable loan instruments, provide for revolving or open-end loans and advances, all of which shall be secured by this Mortgage. The total amount of indebtedness secured hereby may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed twice the face amount of this Mortgage, plus interest thereon, negative amortization or deferred interest, and any disbursements made for the payment of taxes, levies, or insurance on the Mortgaged Property. No advancements shall be made under this Mortgage more than twenty (20) years from the date hereof.

1.04 Monthly Tax Deposit. In an Event of Default, Lender may require Mortgagor to pay on the first day of each month one-twelfth (1/12) of the yearly taxes on the Mortgaged Property, as estimated by Lender, in addition to each regular installment of principal and interest. Such sums shall not draw interest and shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Lender. Mortgagor agrees to pay Lender the amount of any deficiency necessary to enable Lender to pay such taxes when due. Such sums may be applied by the Lender to the reduction of the indebtedness secured hereby in any manner selected by Lender if an Event of Default shall occur under this Mortgage or under the Note, any of the other Loan Documents, but, unless otherwise agreed by the Lender in writing, no application of tax deposits to the Note, or to other obligations secured hereby, shall delay, reduce, alter or otherwise affect any regularly scheduled payment with respect to the Loan, or any such other obligations.

1.05 Other Taxes, Utilities and Liens.

- (a) Mortgagor shall pay promptly, when and as due, and, if requested, will exhibit promptly to the Lender receipts for the payment of all taxes, assessments, water rates, utility charges, dues, charges, fines, penalties, costs and other expenses incurred, and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Property or any part thereof or upon the revenues, rents, issues and profits of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof, or upon the interest of the Lender in the Mortgaged Property (other than any of the same for which provision has been made in Paragraph 1.04 of this Article I), or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property.
- (b) Mortgagor promptly shall pay and shall not suffer any mechanic's, laborer's, statutory or other lien to be created or to remain outstanding upon any of the Mortgaged Property without being satisfied or bonded off.

- (c) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes, then Mortgagor immediately shall pay any increased taxes if allowed by law, and if Mortgagor fails to pay such additional taxes, or if Mortgagor is prohibited from paying such taxes, or if Lender in any way is adversely affected by such law, order, rule or regulation, then in any of such events, all indebtedness secured by this Mortgage and all interest accrued thereon shall without notice become due and payable forthwith at the option of the Lender.

1.06 Insurance.

- (a) Mortgagor shall procure during the term of this Mortgage insurance policies as required by the Loan Agreement. At least fifteen (15) days prior to the expiration date of all such policies, renewals thereof satisfactory to the Lender shall be delivered to the Lender. The Mortgagor shall deliver to the Lender receipts evidencing the payment of all such insurance policies and renewals.
- (b) In the Event of Default, the Lender hereby is authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Mortgaged Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company hereby is authorized and directed to make payment for all such losses directly to the Lender instead of to the Mortgagor and Lender jointly. After deducting from said insurance proceeds any expenses incurred by Lender in the collection or handling of said funds, the Lender may apply the net proceeds, at its option, either toward repairing or restoring the improvements on the Mortgaged Property, or as a credit on any portion of the Mortgagor's indebtedness selected by Lender, whether then matured or to mature in the future, or at the option of the Lender, such sums either wholly or in part may be used to repair such improvements, or to build new improvements in their place or for any other purpose and in a manner satisfactory to the Lender, all without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. Lender shall not be liable to Mortgagor or otherwise responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.
- (c) In the Event of Default, Lender may require Mortgagor to pay on the first day of each month, in addition to any regular installment of principal and interest and other charges with respect to indebtedness secured hereby, and the monthly tax deposit provided for in Paragraph 1.04 hereof, one-twelfth (1/12) of the yearly premiums for insurance maintained pursuant to the provisions of this Paragraph 1.06. Such amount shall be used by Lender to pay such insurance premiums when due. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of the Lender, and no interest shall be payable in respect thereof. Upon demand of the Lender, the Mortgagor agrees to deliver to the Lender such additional moneys as are necessary to make up any deficiencies in the amounts deposited by Mortgagor with Lender pursuant to this Paragraph 1.06 to enable the Lender to pay such insurance premiums when due. In the event of an Event of Default hereunder or of a default by Mortgagor under the Note, or any other Loan Documents, the Lender may apply such sums to the reduction of the indebtedness secured hereby in any manner selected by Lender, but, unless otherwise agreed by the Lender in writing, no application of insurance proceeds to the Loan, or to other obligations secured hereby, shall

delay, reduce, alter or otherwise affect any regularly scheduled payment with respect to the Loan, or any such other obligations.

1.07 Condemnation. If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental or private authority, and any transfer by private sale in lieu thereof), either temporarily or permanently, Mortgagor shall pay to Lender an amount equal to any “release payment”, as that term is defined in the Loan Agreement, for the Mortgaged Property subject to such condemnation within thirty days of such condemnation, or the entire indebtedness secured hereby shall at the option of the Lender become immediately due and payable. The Lender shall be entitled to all compensation, awards, and other payments or relief for any condemnation and hereby is authorized, at its option, to commence, appear in and prosecute, in its own or the Mortgagor’s name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Mortgagor to the Lender, which, after deducting therefrom all its expenses, including attorneys’ fees, may release any moneys so received by it without affecting the lien of this Mortgage or may apply the same in such manner as the Lender shall determine to the reduction of the indebtedness secured hereby, and any balance of such moneys then remaining shall be paid to the Mortgagor. The Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as the Lender may require. The Mortgagor promptly shall notify the Lender in the event of the institution of any condemnation or eminent domain proceeding or in the event of any threat thereof. The Lender shall be entitled to retain, at the expense of the Mortgagor, its own legal counsel in connection with any such proceedings or threatened proceedings. Lender shall be under no obligation to the Mortgagor or to any other person to determine the sufficiency or legality of any condemnation award and may accept any such award without question or further inquiry. Notwithstanding anything stated to contrary, all Lender rights above are only as to the Mortgaged Property.

1.08 Care of the Property.

- (a) The Mortgagor will preserve and maintain the Mortgaged Property in good condition and repair, and shall not commit or suffer any waste and shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.
- (b) Except as otherwise provided herein, and as necessary for development of Mortgaged Property no buildings, fixtures, personal property, or other part of the Mortgaged Property shall be removed, demolished or substantially altered without the prior written consent of the Lender. The Mortgagor may sell or otherwise dispose of, free from the lien of this Mortgage, furniture, furnishings, equipment, tools, appliances, machinery or appurtenances, subject to the lien hereof which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, not exceeding in value at the time of disposition thereof, FIFTY THOUSAND and NO1/00THS DOLLARS (\$50,000.00), for any single transaction, or a total of ONE-HUNDRED THOUSAND and NO100THS DOLLARS (\$100,000.00), in any one year, upon replacing the same with, or substituting for the same, free and clear of all liens and security interests except those created by the Loan Documents, other furniture, furnishings, equipment, tools, appliances, machinery or appurtenances not necessarily of the same character, but of at least equal value and of equal or greater utility in the operation of the Mortgaged Property, and costing not less than the amount realized from the property sold or otherwise disposed of. Such substitute furniture, furnishings, equipment, tools, appliances, machinery and appurtenances shall forthwith become, without further action, subject to the provisions of this Mortgage.

- (c) If the Mortgaged Property or any part thereof is materially damaged by fire or any other cause, the Mortgagor shall give immediate written notice of the same to the Lender.
- (d) The Lender hereby is authorized to enter upon and inspect the Mortgaged Property, and to inspect the Mortgagor's or Mortgagor's agent's records with respect to the ownership, use, management and operation of the Mortgaged Property, at any time during normal business hours.
- (e) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, the Mortgagor promptly shall restore the Mortgaged Property to the equivalent of its original condition, regardless of whether or not there shall be any insurance proceeds therefor; provided, however, that if there are insurance proceeds, the Mortgagor shall not be required to restore the Mortgaged Property as aforesaid unless the Lender shall apply any net proceeds from the casualty in question and held by Lender, as allowed under Paragraph 1.06, toward restoring the damaged improvements. If a part of the Mortgaged Property shall be physically damaged through condemnation, the Mortgagor promptly shall restore, repair or alter the remaining property in a manner satisfactory to the Lender; provided, however, that if there are condemnation proceeds or awards, the Mortgagor shall not be required to restore the Mortgaged Property as aforesaid unless the Lender shall apply any net proceeds or awards from the condemnation and held by Lender, as provided in Paragraph 1.07, toward restoring the damaged improvements.

1.09 Further Assurances; After-Acquired Property.

- (a) At any time, and from time to time, upon request by the Lender, the Mortgagor, at Mortgagor's expense, will make, execute and deliver or cause to be made, executed and delivered to the Lender and, where appropriate, to cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by the Lender any and all such other and further mortgages, instruments of further assurance, certificates and other documents as may, in the opinion of the Lender, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligation of the Mortgagor under this Mortgage, and the priority of this Mortgage as a first and prior lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by the Mortgagor. Upon any failure by the Mortgagor so to do, the Lender may make, execute, and record any and all such mortgages, instruments, certificates, and documents for and in the name of the Mortgagor, and the Mortgagor hereby irrevocably appoints the Lender the agent and attorney-in-fact of the Mortgagor so to do. The lien and rights hereunder automatically will attach, without further act, to all after-acquired property (except consumer goods, other than accessions, not acquired within ten (10) days after the Lender has given value under the Note) attached to the Mortgaged Property or any part thereof.
- (b) Without limitation to the generality of the other provisions of this Mortgage, including subparagraph (a) of this Paragraph 1.09, it hereby expressly is covenanted, agreed and acknowledged that the lien and rights hereunder automatically will attach to any further, greater, additional, or different estate, rights, titles or interests in or to any of the Mortgaged Property at any time acquired by the Mortgagor by whatsoever means, including that in the event the Mortgagor is the owner of an estate or interest in the Mortgaged Property or any part thereof (such as, for example, as the lessee or tenant) other than as the fee simple owner

thereof, and prior to the satisfaction of record of this Mortgage the Mortgagor obtains or otherwise acquires such fee simple or other estate, then such further, greater, additional, or different estate in the Mortgaged Property, or a part thereof, shall automatically, and without any further action or filing or recording on the part of the Mortgagor or the Lender or any other person or entity, be and become subject to this Mortgage and the lien hereof. In consideration of Lender's making the Loan as aforesaid, and to secure the Loan, Mortgagor hereby grants, bargains, sells and conveys to Lender, on the same terms as set forth in this Mortgage and intended to be a part hereof, all such after-acquired property and estates related to the Mortgaged Property.

1.10 Intentionally Deleted.

1.11 Leases Affecting Mortgaged Property. The Mortgagor shall comply with and observe its obligations as landlord or tenant under all leases affecting the Mortgaged Property or any part thereof. If requested by Lender, Mortgagor shall furnish Lender with executed copies of all leases now or hereafter existing on the Mortgaged Property; and all leases now or hereafter entered into will be in form and substance subject to the approval of Lender. Mortgagor shall not accept payment of rent more than one (1) month in advance without the express written consent of Lender. If requested by the Lender, the Mortgagor shall execute and deliver to Lender, as additional security, such other documents as may be requested by Lender to evidence further the assignment to Lender hereunder, and to assign any and all such leases whether now existing or hereafter created, including, without limitation, all rents, royalties, issues and profits of the Mortgaged Property from time to time accruing. The Mortgagor shall not cancel, surrender or modify any lease affecting the Mortgaged Property or any part thereof without the written consent of the Lender.

1.12 Expenses. Lender shall have the right to add to the indebtedness secured hereby that shall be further secured by this Mortgage, all reasonable attorneys' fees, costs and expenses paid or incurred by the Lender and not reimbursed by Mortgagor in connection with the collection of the indebtedness secured hereby, or the enforcement of any rights or remedies provided for in this Mortgage, in any of the other Loan Documents, or as may otherwise be provided by law, or incurred by Lender in any proceeding involving the estate of a decedent or an insolvent, or in any action, proceeding or dispute of any kind in which the Lender is made a party, or appears as party plaintiff or defendant, affecting this Mortgage, the Note, any of the other Loan Documents, Mortgagor or the Mortgaged Property, including but not limited to the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, any environmental condition of or affecting the Mortgaged Property, or any action to protect the security hereof.

1.13 Performance by Lender of Defaults by Mortgagor. If the Mortgagor shall default in: the payment of any tax, fail to bond off a lien, assessment or charge levied or assessed against the Mortgaged Property, or otherwise described in Paragraphs 1.04 and 1.05 hereof; in the payment of any utility charge, whether public or private; in the payment of insurance premiums; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; or in the performance or observance of any other material covenant, condition or term of this Mortgage, of the Note, of any of the other Loan Documents, then the Lender, following notice to Mortgage, and the opportunity of Mortgagor to cure as may be set forth in the Loan Agreement, at its option, may perform or observe the same; and all payments made for costs or expenses incurred by the Lender in connection therewith shall be secured hereby and shall be, without demand, due with interest thereon calculated in the manner set forth in the Note, and at the default interest rate specified in the Note, or, if no default interest rate is specified, then at the rate set forth in the Note, plus two percentage points (2%); provided, however, that if such rate is in excess of the maximum rate permitted by applicable law, then the rate payable hereunder shall be such maximum legal rate. The Lender shall be the sole judge of the legality, validity and priority of any such tax, unbonded lien, assessment, charge, claim and premium, of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof.

The Lender hereby is 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 or term, without thereby becoming liable to the Mortgagor or any person in possession holding under the Mortgagor for trespass or otherwise.

1.14 Books and Records. The Mortgagor shall keep and maintain at all times full, true and accurate books of accounts and records, adequate to reflect correctly the results of the operation of the Mortgaged Property.

1.15 Estoppel Affidavits. The Mortgagor, within ten (10) days after written request from the Lender, shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of and interest on the Loan and whether or not any offsets or defenses exist against any principal and interest.

1.16 Alienation or Sale of Mortgaged Property. The Mortgagor shall not sell, assign, mortgage, encumber, grant a security interest in (other than subordinate debt disclosed to Lender) or otherwise convey all or any part of the Mortgaged Property without obtaining the express written consent of the Lender and payment of the Release Payment required in the Loan Agreement, if any. If Mortgagor should sell, assign, mortgage, encumber, grant a security interest in or convey all, or any part, of the Mortgaged Property without such consent by Lender, then, in such event, the entire balance of the indebtedness (including the Loan) secured by this Mortgage and all interest accrued thereon (or such parts as Lender may elect) shall without notice become due and payable forthwith at the option of the Lender.

1.17 Environmental and Compliance Matters. Mortgagor represents, warrants and covenants as follows:

- (a) No Hazardous Materials (hereinafter defined) have been, are, or will be, while any part of the indebtedness secured by this Mortgage remains unpaid, contained in, treated, stored, handled, generated, located on, discharged from, or disposed of on, or constitute a part of, the Mortgaged Property in any illegal or improper manner. As used herein, the term “**Hazardous Materials**” includes, without limitation, any asbestos, urea formaldehyde foam insulation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (“**CERCLA**”) (42 U.S.C. Sections 9601, *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801, *et seq.*), the Resource Conservation and Recovery Act (“**RCRA**”) (42 U.S.C. Sections 6901, *et seq.*), the Clean Water Act (33 U.S.C. Sections 1251, *et seq.*), the Clean Air Act (42 U.S.C. Sections 7401, *et seq.*), the Toxic Substances Control Act (15 U.S.C. Sections 2601, *et seq.*), each such Act as amended from time to time, and in the rules and regulations adopted and publications promulgated pursuant thereto, and in the rules and regulations of the Occupational Safety and Health Administration (“**OSHA**”) pertaining to occupational exposure to asbestos, as amended from time to time, or in any other federal, state or local environmental law, ordinance, rule, or regulation now or hereafter in effect;
- (b) No underground storage tanks, whether in use or not in use, are located in, on or under any part of the Mortgaged Property.
- (c) All of the Mortgaged Property complies and will comply in all respects with applicable environmental laws, rules, regulations, and court or administrative orders;

- (d) There are no pending claims or threats of claims by private or governmental or administrative authorities relating to environmental impairment, conditions, or regulatory requirements with respect to the Mortgaged Property;
- (e) The Mortgagor promptly shall comply with all present and future laws, ordinances, rules, regulations, orders and decrees of any governmental authority affecting the Mortgaged Property or any part thereof. Without limiting the foregoing, the Mortgagor represents and covenants that the Mortgaged Property is in present compliance with, and in the future shall comply with, as applicable, the Americans With Disabilities Act of 1990, (“**ADA**”) (42 U.S.C. Sections 12101, *et seq.*) and the Rehabilitation Act of 1973 (“**Rehabilitation Act**”) (29 U.S.C. Sections 749, *et seq.*), each such Act as amended from time to time, and in the rules and regulations adopted and publications promulgated pursuant thereto.
- (f) Mortgagor shall give immediate oral and written notice to Lender of its receipt of any notice of a violation of any law, rule or regulation covered by this Paragraph 1.17, or of any notice of other claim relating to the environmental or physical condition of the Mortgaged Property, or of its discovery of any matter which would make the representations, warranties and/or covenants herein to be inaccurate or misleading in any respect.

Mortgagor agrees to and does hereby indemnify and hold Lender harmless from all loss, cost, damage, claim and expense incurred by Lender on account of (i) the violation of any representation or warranty set forth in this Paragraph 1.17, (ii) Mortgagor’s failure to perform any obligations of this Paragraph 1.17, (iii) Mortgagor’s or the Mortgaged Property’s failure to fully comply with all environmental laws, rules and regulations, with all occupational health and safety laws, rules and regulations, with the ADA or the Rehabilitation Act, as applicable, or (iv) any other matter related to environmental or physical conditions on, under or affecting the Mortgaged Property. This indemnification shall survive for one (1) year after any of the following: (i) the repayment of the Loan in full, or (ii) any foreclosure or deed, assignment or conveyance in lieu thereof. However, this indemnification shall not apply to any new Hazardous Materials first stored, generated or placed on the Mortgaged Property after the acquisition of title to the Mortgaged Property by Lender through foreclosure or deed in lieu of foreclosure or purchase from a third party after the Loan has been paid in full.

1.18 Inspection Rights and Easements. In addition to other inspection rights of Lender, the Mortgagor shall and hereby does grant and convey to the Lender, its agents, representatives, contractors, and employees, to be exercised by Lender following an Event of Default hereunder or under any of the other Loan Documents, an easement and license to enter on the Mortgaged Property at any time and from time to time for the purpose of making such audits, tests, inspections, and examinations, including, without limitation, inspection of buildings and improvements, subsurface exploration and testing and groundwater testing (herein “**Inspections**”), as the Lender, in its sole discretion, deems necessary, convenient, or proper to determine the condition and use of the Mortgaged Property, to make an inventory of the Mortgaged Property, and to determine whether the ownership, use and operation of the Mortgaged Property are in compliance with all federal, state, and local laws, ordinances, rules, and regulations, including, without limitation, environmental laws, health and public accommodation laws, the ADA and the Rehabilitation Act, as applicable, and ordinances, rules and regulations relating thereto. Notwithstanding the grant of the above easement and license to the Lender, the Lender shall have no obligation to perform any such Inspections, or to take any remedial action. All the costs and expenses incurred by the Lender with respect to any Inspections which the Lender may conduct or take pursuant to this Paragraph 1.18, including, without limitation, the fees of any engineers, laboratories, and contractors, shall be repaid by the Mortgagor, with interest, and shall be secured by this Mortgage and the other Loan Documents. Notwithstanding the foregoing, Lenders release of any

Mortgaged Property from the lien of this Mortgage, shall operate to terminate the rights granted in this Section 1.18.

ARTICLE II ASSIGNMENT OF RENTS AND LEASES

2.01 Assignment. Mortgagor, in consideration of Lender's making the Loan as aforesaid and for other good and valuable consideration, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges herein incurred by Lender on account of Mortgagor, including but not limited to attorneys' fees, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note, and in the other Loan Documents, does hereby sell, assign and transfer unto the Lender all leases, subleases and lease guaranties of or relating to all or part of the Mortgaged Property, whether now existing or hereafter created or arising, including without limitation those certain leases, if any, specifically described on an exhibit to this Mortgage, and all the rents, issues and profits now due and which may hereafter become due under or by virtue of any such lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Mortgaged Property or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Lender under the powers herein granted, it being the intention of the parties to hereby establish an absolute transfer and assignment of all the said leases, subleases, lease guaranties and agreements, and all the avails thereof, to the Lender.

2.02 Prepayment of Rent. The Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Mortgaged Property for more than one installment in advance (except deposits made by a home builder in connection with any purchase and sale agreement, contract or equivalent, for one or more residential lots developed on the Land) and that the payment of none of the rents to accrue for any portion of said Mortgaged Property has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Mortgagor. The Mortgagor waives any right of setoff against any person in possession of any portion of the Mortgaged Property. The Mortgagor agrees that it will not assign any of the rents or profits except to the purchaser or grantee of the Mortgaged Property.

2.03 Not Mortgagee in Possession; No Liability. Nothing herein contained shall be construed as constituting the Lender as "mortgagee in possession" in the absence of the taking of actual possession of the Mortgaged Property by the Lender pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted the Lender, no liability shall be asserted or enforced against the Lender, all such liability being expressly waived and released by the Mortgagor.

2.04 Present Assignment. It is the intention of the parties that this assignment of rents and leases shall be a present assignment; however, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagor shall have the right to collect the rents so long as there exists no Event of Default under this Mortgage, and provided further, that Mortgagor's right to collect such rents shall terminate and cease automatically upon the occurrence of any such Event of Default without the necessity of any notice or other action whatsoever by Lender.

2.05 No Obligation of Lender Under Leases. The Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases, subleases or rental agreements relating to the Mortgaged Property.

2.06 Instruction to Lessees. The Mortgagor does further specifically authorize and instruct each and every present and future lessee, tenant, sublessee or subtenant of the whole or any part of the Mortgaged

Property to pay all unpaid rental agreed upon in any lease, sublease or tenancy to the Lender upon receipt of demand from said Lender to pay the same.

2.07 Default (Assignment). Upon the occurrence of any Event of Default, as described in Paragraph 4.01 of this Mortgage, then, in addition to the right to demand and collect directly from tenants rents accruing from leases of the Mortgaged Property, Lender shall have all rights and remedies set forth in Article IV or elsewhere in this Mortgage.

ARTICLE III SECURITY AGREEMENT

3.01 Grant of Security Interest. Mortgagor (the “debtor” for purposes of the Uniform Commercial Code), in consideration of Lender’s (the “secured party” for purposes of the Uniform Commercial Code) making the Loan as aforesaid and for other good and valuable consideration, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges herein incurred by Lender on account of Mortgagor, including but not limited to attorneys’ fees, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note, in the other Loan Documents, does hereby assign and grant to Lender title to and a security interest in such portions of the Mortgaged Property the security interest in and disposition of which is governed by the Uniform Commercial Code (the “Collateral”).

3.02 Definitions. All terms used herein which are defined in the Alabama Uniform Commercial Code (the “Uniform Commercial Code”) shall have the same meaning herein as in the Uniform Commercial Code unless otherwise indicated herein.

3.03 Financing Statements. No financing statement covering any Collateral related to the Mortgaged Property, or any proceeds thereof is on file in any public office, except for financing statements specifically set forth on an addendum attached hereto, if any, and except for the financing statements executed by Mortgagor and Lender. At the Lender’s request, the Mortgagor will join with Lender in executing one or more financing statements pursuant to the Uniform Commercial Code in form satisfactory to the Lender and will pay the cost of filing the same in all public offices wherever filing is deemed by the Lender to be necessary or desirable. The Mortgagor authorizes the Lender to prepare and to file financing statements covering the Collateral related to the Mortgaged Property signed only by the Lender. The Mortgagor promises to pay to the Lender the fees incurred in filing the financing statements, including but not limited to mortgage recording taxes payable in connection with filings on fixtures, which fees shall become part of the indebtedness secured hereby.

3.04 Representations of Mortgagor (Collateral). With respect to all of the Collateral, Mortgagor represents and warrants that:

- (a) The Collateral is used or bought primarily for business purposes;
- (b) If the Loan is a construction loan, the Collateral is being acquired and/or installed with the proceeds of the Note and Mortgagor’s other funds which Lender may disburse directly to the seller, contractor, or subcontractor;
- (c) All the Collateral will be kept at the address of Mortgagor shown in Paragraph 5.08(a) or, if not, at the real property described in **Exhibit “A”** hereto. Mortgagor promptly shall notify Lender of any change in the location of the Collateral. Except for transactions in the

ordinary course of Mortgagor's business, Mortgagor, its agents or employees, will not remove the Collateral from said location without the prior written consent of the Lender;

- (d) If certificates of title are issued or outstanding with respect to any of the Collateral, the Mortgagor shall cause the Lender's interest to be properly noted thereon; and
- (e) Mortgagor's name has always been as set forth on the first page of this Mortgage, except as otherwise disclosed in writing to the Lender. Mortgagor was formerly known as Esplanade Communities of Florida, LLC. Mortgagor promptly shall advise the Lender in writing of any change in Mortgagor's name.

3.05 Assignment of Liabilities. If at any time or times by sale, assignment, negotiation, pledge, or otherwise, Lender transfers any or all of the indebtedness or instruments secured hereby, such transfer shall, unless otherwise specified in writing, carry with it Lender's rights and remedies hereunder with respect to such indebtedness or instruments transferred, and the transferee shall become vested with such rights and remedies whether or not they are specifically referred to in the transfer. If and to the extent Lender retains any of such indebtedness or instruments, Lender shall continue to have the rights and remedies herein set forth with respect thereto.

3.06 Intentionally Deleted.

3.07 Default (Security Agreement). Subject to Lender's obligation to provide for notice and an opportunity to cure (if any), upon the occurrence of any Event of Default, as described in Paragraph 4.01 of this Mortgage, the Lender shall have all rights and remedies set forth in Article IV or elsewhere in this Mortgage.

ARTICLE IV EVENTS OF DEFAULT AND REMEDIES

4.01 Event of Default. Subject to any right to notice and the opportunity to cure as set forth in the Loan Agreement, the term "**Event of Default**," wherever used in this Mortgage, shall mean the occurrence or existence of any one or more of the events or circumstances as described in the Loan Agreement.

4.02 Acceleration of Maturity. If an Event of Default shall have occurred, then the entire balance of the indebtedness secured hereby (or such parts as Lender may elect) with interest accrued thereon (or such parts as Lender may elect) shall, at the option of the Lender, become due and payable, time being of the essence. Any omission on the part of the Lender to exercise such option when entitled to do so shall not be considered as a waiver of such right.

4.03 Right of Lender to Enter and Take Possession.

(a) If an Event of Default shall have occurred and be continuing, upon demand of the Lender, Lender shall be entitled to the actual possession of the Mortgaged Property, and if and to the extent permitted by law, the Lender or its agents may enter and take and maintain possession of all the Mortgaged Property, together with a copy, all the applicable documents, books, records, papers and accounts of the Mortgagor or then owner of the Mortgaged Property relating thereto, and may exclude the Mortgagor and its agents and employees wholly therefrom.

(b) Upon every such entering upon or taking of possession, the Lender, as attorney-in-fact or agent of the Mortgagor, or in its own name as mortgagee and under the powers herein granted, may hold,

store, use, operate, manage and control the Mortgaged Property (or any portion thereof selected by Lender) and conduct the business thereof either personally or by its agents, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Mortgaged Property (or any portion thereof selected by Lender) insured; (iii) manage and operate the Mortgaged Property (or any portion thereof selected by Lender) and exercise all the rights and powers of the Mortgagor in its name or otherwise, with respect to the same, including legal actions for the recovery of rent, legal dispossessory actions against tenants holding over and legal actions in distress of rent, and with full power and authority to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the Mortgagor to cancel the same, and to elect to disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof; (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Lender, all as the Lender from time to time may determine to be to its best advantage; and the Lender may collect and receive all the income, revenues, rents, issues and profits of the Mortgaged Property (or any portion thereof selected by Lender), including those past due as well as those accruing thereafter, and, after deducting (aa) all expenses of taking, holding, managing, and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes), (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions, (cc) the cost of such insurance, (dd) such taxes, assessments and other charges prior to this Mortgage as the Lender may determine to pay, (ee) other proper charges upon the Mortgaged Property or any part thereof, and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of the Lender, Lender shall apply the remainder of the moneys so received by the Lender, first to the payment of accrued interest under the Note; second to the payment of tax deposits required in Paragraph 1.04; third to the payment of any other sums required to be paid by Mortgagor under this Mortgage or under the other Loan Documents; fourth to the payment of overdue installments of principal on the Note; and the balance, if any, as otherwise required by law.

(c) Whenever all such Events of Default have been cured and satisfied, the Lender may, at its option, surrender possession of the Mortgaged Property to the Mortgagor, or to whomsoever shall be entitled to possession of the Mortgaged Property as a matter of law. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

4.04 Nonrecourse Obligation.

(a) Except as otherwise provided in this Article IV, or expressly stated in any of the other Loan Documents, Lender shall enforce the liability of Mortgagor to perform and observe the obligations contained in this Mortgage, and in each other Loan Document only against the Mortgaged Property and other collateral given by Mortgagor as security for payment of the Loan and performance of Mortgagor's obligations under the Loan Documents and not against Mortgagor or any of Mortgagor's principals, directors, officers, members, or employees.

(b) Full Personal Liability. Section 4.04(a) above shall become NULL AND VOID and the Loan shall be FULLY RECOURSE to Mortgagor, and Mortgagor shall be liable for payment of the Loan and performance of all obligations under the Loan Documents if:

- i. The Mortgaged Property, or any part thereof becomes an asset in a voluntary bankruptcy, liquidation, insolvency, or similar proceeding affecting the Collateral.
- ii. Mortgagor commences a voluntary bankruptcy, liquidation, insolvency, or similar proceeding affecting Mortgagor.

iii. An involuntary bankruptcy or other insolvency proceeding is commenced against Mortgagor (by a party other than Lender) and Mortgagor fails to cause its dismissal within 120 days of its commencement, or Mortgagor consents to such proceeding.

iv. Mortgagor makes an assignment for the benefit of creditors, or admits in writing, other than to Lender, that it is insolvent or unable to pay its debts as they become due.

(c) No Waiver. Notwithstanding anything to the contrary in this Mortgage, the Loan Agreement, the Note, or any of the Loan Documents, the provisions of this Section 4.03 shall not: (a) constitute a waiver, release, or impairment of any obligation evidenced or secured by any Loan Document; (b) impair the rights of Lender to name Mortgagor as a party defendant in any action or suit for foreclosure and sale under the Security Instrument; (c) affect the validity or enforceability of any of the Loan Documents or any of the rights and remedies of Lender thereunder; (d) impair the right of Lender to obtain the appointment of a receiver; (e) impair the enforcement of the Assignment of Leases and Rents; (f) constitute a prohibition against Lender to commence any other appropriate action or proceeding in order for Lender to fully realize the security granted by the Security Instrument, including, without limitation, exercising any right which Lender may have under Section 506(a), 506(b), 1111(b), or any other provisions of the Bankruptcy Code to file a fully secured claim against Mortgagor for the full amount of the indebtedness secured by the this Mortgage or to require that all collateral shall continue to secure all of the indebtedness owing to Lender in accordance with this Agreement and the other Loan Documents.

4.05 Power of Sale. If an Event of Default shall have occurred, Lender may sell the Mortgaged Property to the highest bidder at public auction in front of the courthouse door in the county or counties, as may be required, where the Mortgaged Property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale, in some newspaper published in said county or counties, as may be required, and, upon payment of the purchase money, Lender or any person conducting the sale for Lender, is authorized to execute to the purchaser at said sale, a deed to the Mortgaged Property so purchased. Lender may bid at said sale and purchase the Mortgaged Property, or any part thereof, if the highest bidder therefore. At the foreclosure sale the Mortgaged 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 as Lender may elect.

ARTICLE V MISCELLANEOUS

5.01 Binding Effect. Wherever in this Mortgage one of the parties hereto is named or referred to, the heirs, administrators, executors, successors, assigns, distributees, and legal and personal representatives of such party shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of the Mortgagor or by or on behalf of Lender shall bind and inure to the benefit of their respective heirs, administrators, executors, successors, assigns, distributees, and legal and personal representatives, whether so expressed or not. Notwithstanding the foregoing, the Mortgagor shall not be entitled to assign any of its rights, titles, and interests hereunder, or to delegate any of its obligations, liabilities, duties, or responsibilities hereunder, and will not permit any such assignment or delegation to occur (voluntarily or involuntarily, or directly or indirectly), without the prior written consent of the Lender.

5.02 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof. "Herein," "hereby," "hereunder," "hereof," and other equivalent words or

phrases refer to this Mortgage and not solely to the particular portion thereof in which any such word or phrase is used, unless otherwise clearly indicated by the context.

5.03 Gender; Number. Whenever the context so requires, the masculine includes the feminine and neuter, the singular includes the plural, and the plural includes the singular.

5.04 Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage, in the Note, or in any of the other Loan Documents, shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein, and in the Note, or in the other Loan Documents shall be in no way affected, prejudiced or disturbed thereby.

5.05 Loan Documents. Wherever reference is made herein to this Mortgage, the Note, or the Loan Documents, such reference shall include all renewals, extensions, modifications and refinancings thereof.

5.06 Conflict in Loan Documents. In the event of conflict in the terms of any provision in this Mortgage, the Note, any of the other Loan Documents, the terms of this Mortgage shall apply.

5.07 Instrument Under Seal. This Mortgage is given under the seal of all parties hereto, and it is intended that this Mortgage is and shall constitute and have the effect of a sealed instrument according to law.

5.08 Addresses and Other Information. The following information is provided in order that this Mortgage shall comply with the requirements of the Uniform Commercial Code, as enacted in the State of Alabama, for instruments to be filed as financing statements and with other requirements of applicable law:

MORTGAGOR: **GARDEN STREET COMMUNITIES SOUTHEAST, LLC**
a Florida limited liability company
 100 W. Garden Street, 2nd Floor
 Pensacola, FL 32502
 Attn: William Bryan Adams, Sr., Manager
 Email: badams@adamshomes.com

With a copy to: **John W. Monroe, Jr.**
Emmanuel Sheppard and Condon
 30 S Spring Street
 Pensacola, Florida 32502
 Email: JWM@esclaw.com

LENDER: **CENTENNIAL BANK, an Arkansas banking corporation**
 201 East Garden Street
 Pensacola, Florida 32502
 Attention: James Hosman, Market President
 Email: JHosman@my100bank.com

With a copy to: **Charles F. James, IV, Esquire**
Clark, Partington, Hart, Larry, Bond & Stackhouse
 125 East Intendencia Street, 4th Floor

Pensacola, Florida 32502
Email: cjames@clarkpartington.com

Any party may change said address by giving the other parties hereto notice of such change of address. Notice shall be deemed given three business days from the date of mailing by United States Postal Service as described above, or upon receipt by Mortgagor or a representative thereof, if sent by a courier service.

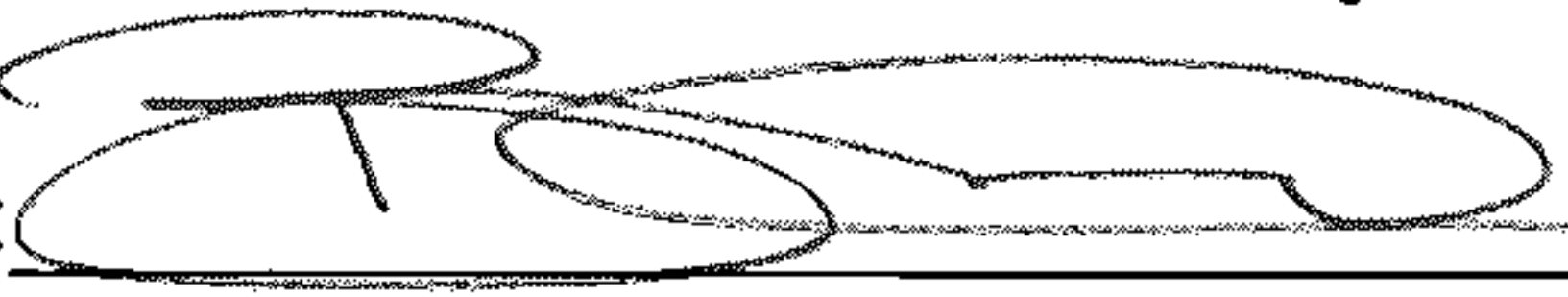
5.09 Applicable Law. This Mortgage shall be governed by the laws of the State of Alabama.

[Signature page follows.]

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed and effective as of the day and year first above written, although actually executed on the date or dates reflected below.


MORTGAGOR:

GARDEN STREET COMMUNITIES SOUTHEAST, LLC, a Florida limited liability company

By: 
Name: William Bryan Adams
Title: Manager


Signature of Witness #1

SHEENA BOSWELL
Type/print name of Witness #1


Signature of Witness #2

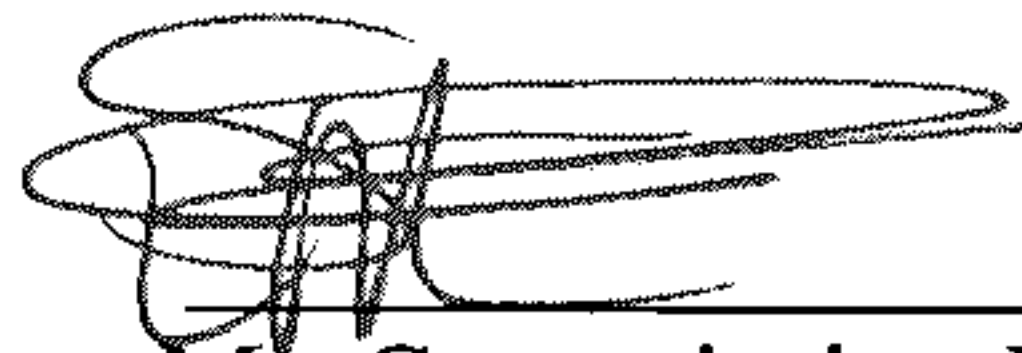
Robert Costa
Type/print name of Witness #2

STATE OF Florida
COUNTY OF Escambia

I, Shelley A. Sepulveda, the undersigned Notary Public, in and for said State and County, hereby certify that William Bryan Adams, as Manager of Garden Steet Communities Southeast, LLC, a Florida limited liability company, signed his name to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of this document, he as such Manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and notarial seal on this the 8 day of September, 2023

[NOTARIAL SEAL]


My Commission Expires: 1.25.27
Commission No.: HH354309

This Instrument Prepared by:
Charles F. James, IV, Esquire
CLARK PARTINGTON
125 East Intendencia Street, 4th Floor
Post Office Box 13010
Pensacola, Florida 32591-3010
CP File No. 211304
10723-160993

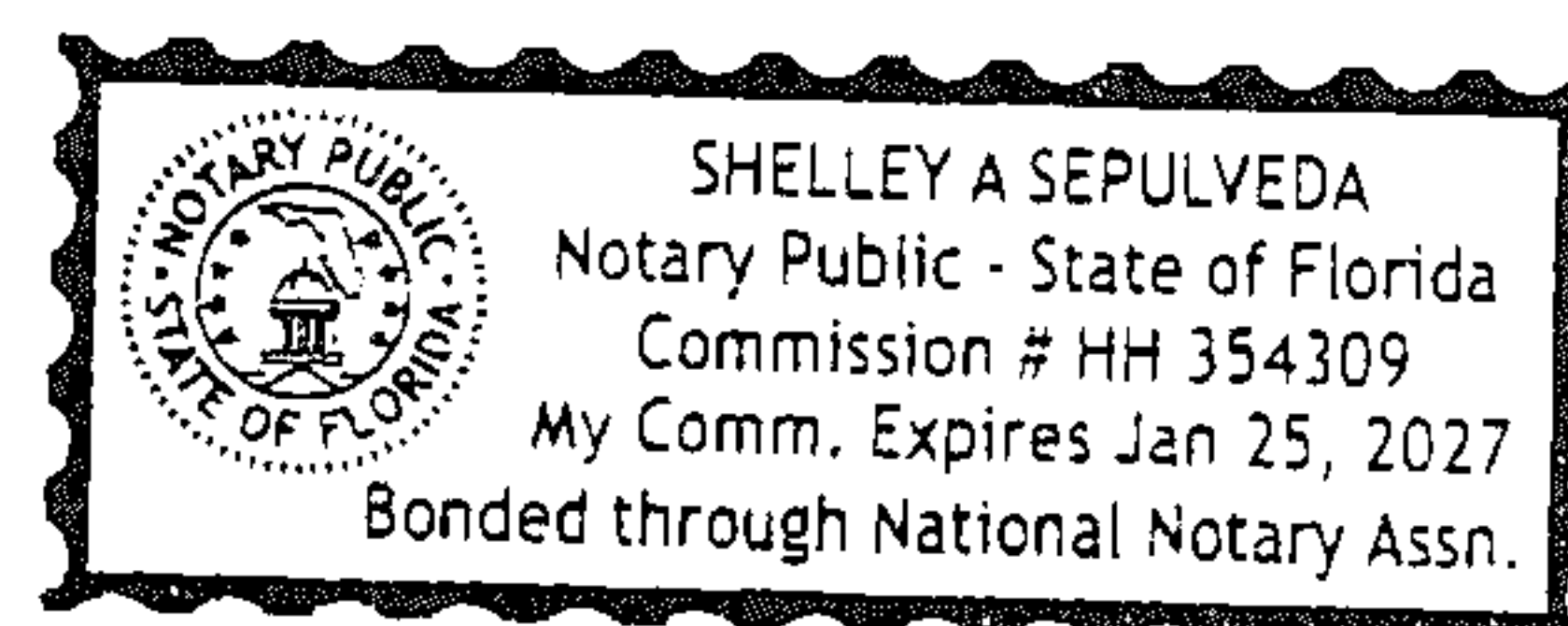


Exhibit "A"

Commence at a 3 inch capped iron found at the Southeast corner of Section 4, Township 21 South, Range 3 West, being the Point of Beginning; thence run North 43 degrees 30 minutes 00 seconds West along the Northeast line of Lots 12 and 13 in Woodland Hills 2nd Phase 1st Sector as recorded in Map Book 6, Page 138, in the Office of the Judge of Probate, Shelby County, Alabama and also along Lots 26 through 30 in Woodland Hills 1st Phase 5th Sector as recorded in Map Book 7, Page 152 in the Probate Office of the Judge of Probate, Shelby County, Alabama, and an extension of that line for a distance of 2,011.86 feet to an iron pin set on the West line of the Northeast Quarter of the Southeast Quarter of said Section 4; thence run North 75 degrees 06 minutes 43 seconds West for a distance of 640.02 feet to a 1/8 inch rebar found; thence run North 77 degrees 16 minutes 32 seconds West for a distance of 333.46 feet to an iron pin set on the Southeast right of way line of Shelby County Highway No. 17; thence run Northeasterly and Northerly along said East right of way of Shelby County Highway No. 17 to the intersection of the South boundary of the Northeast Quarter of said Section 4. Said point being the Southwest corner of Common Buffer #4 as shown on Map of Cedar Grove at Sterling Gate Sector 1, Phase 2 as recorded in Map Book 24, Page 20, Probate Office Shelby County, Alabama; thence run Easterly along the South boundary of said Map Book 24, Page 20 and along the South boundary of Cedar Grove at Sterling Gate Sector 2, Phase 2, Map Book 25, Page 52, Probate Office Shelby County, Alabama to the Southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 4; thence run Southerly along the East line of said Section 4 for 2640 feet more or less to the Southeast corner of said Section 4 being the Point of Beginning.

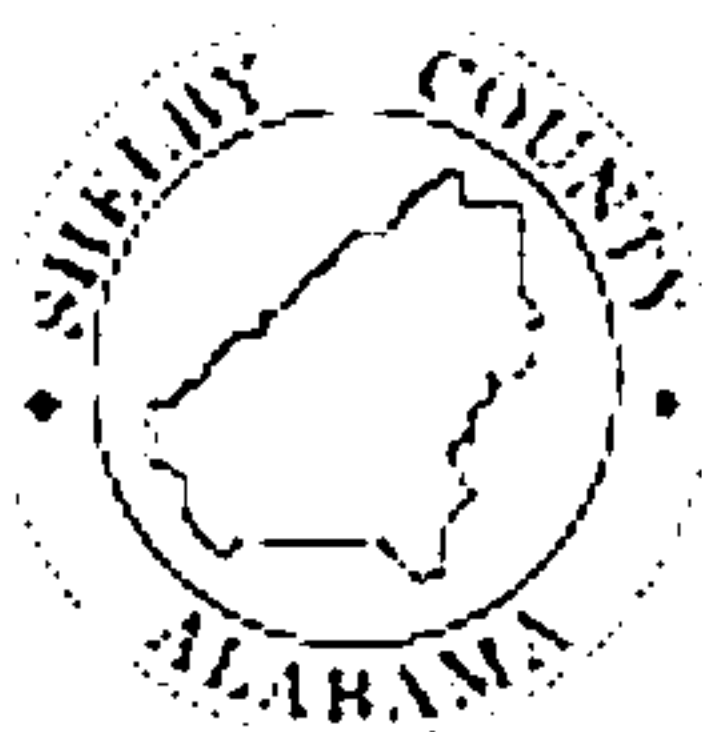
Shelby County, Alabama Tax Assessor's Parcel Number 232040001007.000

Also known as

A parcel of land situated in Section 4, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at a 3" capped pipe at the SE corner of Section 4, Township 21 South, Range 3 West, Shelby County, Alabama, said point being a point on the northeast line of Woodland Hills Phase 1 Sector 5 as recorded in Map Book 7 Page 152 in the Office of the Judge of Probate in Shelby County, Alabama; thence N 41°34'51" W along the northeast line of Woodland Hills a distance of 867.13 feet to a 1/2" rebar at the northern most corner of Lot 30 of Woodland Hills; thence N 41°35'24" W along the northeast line of instruments 20151130000407980 and 20160401000105710 a distance of 342.37 feet to a 1" crimp at the east most corner of Lot 13 of Woodland Hills Phase 2 Sector 4 as recorded in Map Book 6 Page 138; thence N 41°35'36" W along the northeast line of Woodland Hills Phase 2 Sector 4 a distance of 793.26 feet to a 1/2" rebar capped EDG at the northern most corner of Lot 12; thence N 11 °48'25" E a distance of 14.67 feet to a 1/2" rebar capped EDG; thence N 73°39'34" W a distance of 643.98 feet to a 1/2" rebar capped EDG; thence N 75°48'30" W a distance of 333.28 feet to a 1/2" on the easterly right of way of Shelby County Highway 17; thence N 54°08'37" E along said right of way a distance of 71.42 feet to 1/2" rebar capped EDG at the point of curve to the left having a central angle of 37°19'29" and a radius of 586.60 feet, said curve subtended by a chord bearing N 35°28'53" E and a chord distance of 375.41 feet; thence along the arc of said curve and along said right of way a distance of 382.13 feet to a 1/2" rebar capped EDG; thence N 16°46'14" E along said right of way a distance of 108.98 feet to a 1/2" rebar capped EDG at the point of a non-tangent curve

to the left having a central angle of 09°22'05" and a radius of 2901 .17 feet, said curve subtended by a chord bearing N 12°06'39" E and a chord distance of 473.82 feet; thence along the arc of said curve and along said right of way a distance of 474.35 feet to a 1/2" rebar capped EDG at the SW corner of Common Area Buffer #4 of Cedar Grove At Sterling Gage Sector 1 Phase 2 as recorded in Map Book 24 Page 20; thence S 89°44'03" E along the south line of said Cedar Grove Sector 1 Phase 2 a distance of 515.10 feet to a 1/2" rebar capped EDG at the NW corner of the NE 1/4 of the SE 1/4 of Section 4, Township 21 South, Range 3 West; thence S 88°57'52" E along the south line of said Cedar Grove Sector 1 Phase 2 a distance of 181.94 feet to a 1/2" rebar capped RCFA at the SW corner of Lot 14 of said Cedar Grove; thence S 89°03'56" E along the south line of said Cedar Grove a distance of 214.88 feet to a 1/2" rebar capped RCFA at the SW corner of Lot 8 of Cedar Grove at Sterling Gate Sector 2 Phase 1 as recorded in Map Book 25 Page 52; thence S 89°01'10" E along the south line of said Cedar Grove at Sterling Gate Sector 2 Phase 1 a distance of 890.01 feet to a 1/2" rebar capped RCFA at the SW corner of Lot 17 of said Cedar Grove; thence S 88°17'06" E along the south line of said Lot 17 a distance of 34.52 feet to a 1" open pipe at the NE corner of the NE 1/4 of the SE 1/4 of Section 4, Township 21 South, Range 3 West; thence S 00°28'42" E along the east line of said 1/4-1/4 section a distance of 1342.69 feet to a 2" open pipe at the NE corner of the SE 1/4 of the SE 1/4 of said Section 4; thence S 00°34'40" E along the east line of said 1/4-1/4 section a distance of 1322.33 feet to the POINT OF BEGINNING. Said parcel of land contains 74.51 acres, more or less.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/19/2023 03:16:03 PM
\$7222.75 BRITTANI
20230919000281120

Allen S. Bayl