

THIS INSTRUMENT PREPARED BY:

Michael B. Odom
Phelps Dunbar LLP
2001 Park Place North
Suite 700
Birmingham, Alabama 35203
(205) 716-5258

STATE OF ALABAMA

COUNTY OF SHELBY

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, AND SECURITY AGREEMENT

THIS INDENTURE made as of the 26th day of October, 2023, between **PRICKETT PARTNERS, LLLP**, a Florida limited liability limited partnership ("Borrower" or the "Mortgagor"), as mortgagor, and **SOUTHPOINT BANK**, an Alabama banking corporation (hereinafter the said mortgagee(s) and any subsequent holder of the Mortgage are referred to as the "Lender" or "Mortgagee" whether one or more), as mortgagee.

WITNESSETH:

WHEREAS, Borrower is justly indebted to Lender on a loan in the maximum principal sum of **Nine Hundred Thirty-Eight Thousand Four Hundred Forty-Nine and no/100 Dollars (\$938,449.00)**, as evidenced by a promissory note of even date herewith (the "Note") on demand or as otherwise provided in the Note or so much as may from time to time be disbursed thereunder (the "Loan"); and;

WHEREAS, the parties desire to secure the principal amount of the Note with interest, and all renewals, amendments, extensions, modifications and consolidations thereof, and all refinancing of any part of the Note and any and all other additional indebtedness of Borrower to Lender now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions and modifications thereof, and whether incurred or given as maker, endorser, guarantor or otherwise (herein "Other Indebtedness").

NOW, THEREFORE, the Borrower, in consideration of making the Loan, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, amendments, modifications, consolidations and refinancing of same, and any charges herein incurred by Lender on account of Borrower, including but not limited to attorneys' fees, and any and all Other Indebtedness of Borrower to Lender as set forth herein, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note and set forth in all other documents evidencing, securing or executed in connection with the Loan (together with the Note and this Mortgage, the "Loan Documents"), and as may be set forth in instruments or agreements evidencing or securing Other Indebtedness of Borrower to Lender (the "Other Indebtedness Instruments") has bargained and sold and does hereby grant, bargain, sell, alien and convey unto the Lender, its successors and assigns, the following described land, real estate, estates, leasehold estates, buildings, improvements, fixtures, furniture, and personal property (which together with any additional such property in the possession of the Lender or hereafter acquired by the Borrower and subject to the lien of this Mortgage, or intended to be so, as the same may be constituted from time to time is hereinafter sometimes referred to as the "Mortgaged Property") to wit:

