

This instrument prepared by:

Michael J. Brandt
Wallace, Jordan, Ratliff & Brandt, LLC
800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35209

STATE OF ALABAMA)
JEFFERSON AND SHELBY COUNTIES)

CROSS-COLLATERAL AND CROSS DEFAULT AGREEMENT

THIS CROSS-COLLATERAL AND CROSS DEFAULT AGREEMENT is made and entered into as of the 13th day of November, 2023, by and among **ALABAMA TRUCK OUTFITTERS, LLC**, an Alabama limited liability company ("Borrower"); **MATTHEW K. WHILLOCK and AMBER M. WHILLOCK** (collectively the "Whillock Mortgagor"); **HARLAN J. TURMAN and SAVANNAH STEELE TURMAN** (the "Turman Mortgagor") and **SYNOVUS BANK**, also known as First Commercial Bank, a division of Synovus Bank ("Lender").

WHEREAS, Borrower has executed and delivered to Lender of even date herewith (i) that certain Universal Note and Security Agreement in the principal amount of \$150,000.00 (the "Line of Credit Note"), and (ii) that certain Universal Note and Security Agreement in the principal amount of \$287,000.00 (the "Term Note"); and

WHEREAS, Both of the Universal Note and Security Agreements described above grant to Lender a security interest and constitute security agreements (the "Security Agreement") in all Inventory, Equipment, Accounts and other assets of Borrower as collateral for the Line of Credit Note; and

WHEREAS, the Whillock Mortgagor has executed in favor of Lender, as Mortgagee, that certain Real Estate Mortgage and Security Agreement of even date herewith granting a mortgage to Lender on property owned by the Whillock Mortgagor and described on Exhibit "A" hereto as collateral for the Term Note and the Line of Credit Note; and

WHEREAS, the Turman Mortgagor has executed in favor of Lender, as Mortgagee, that certain Real Estate Mortgage and Security Agreement of even date herewith granting a mortgage to Lender on property owned by the Turman Mortgagor and described on Exhibit "B" hereto as collateral for the Term Note and the Line of Credit Note; and

WHEREAS, as a condition to extending credit to Borrower evidenced by the Term Note and the Line of Credit Note, Lender has requested, and Borrower, the Whillock Mortgagor and the Turman Mortgagor have agreed, to execute this Agreement.

County Division Code: AL039 Inst. # 2023102013 Pages: 2 of 8

NOW, THEREFORE, in consideration of the premises and the extension of credit to Borrower evidenced by the Term Note and the Line of Credit Note, Borrower, the Whillock Mortgagor and the Turman Mortgagor agree as follows:

1. In addition to providing collateral for the Line of Credit Note, the Security Agreement shall also provide collateral security for the Term Note, and to that extent the Line of Credit Note and the Term Note are cross-collateralized with the collateral described in the Security Agreement.
2. In addition to providing collateral for the Term Note, both the Whillock Mortgage and the Turman Mortgage shall also provide collateral security for the Line of Credit Note, and to that extent the Line of Credit Note and the Term Note are cross-collateralized with the collateral described in the Whillock Mortgage and the Turman Mortgage.
3. The occurrence of any event of default under either the Term Note or the Line of Credit Note shall constitute an event of default under the other Note.

[Signature on following page.]

County Division Code: AL039 Inst. # 2023102013 Pages: 3 of 8

IN WITNESS WHEREOF, Borrower, Lender, the Whillock Mortgagor and the Turman Mortgagor have executed this Agreement as of the date first above-written.

BORROWER:

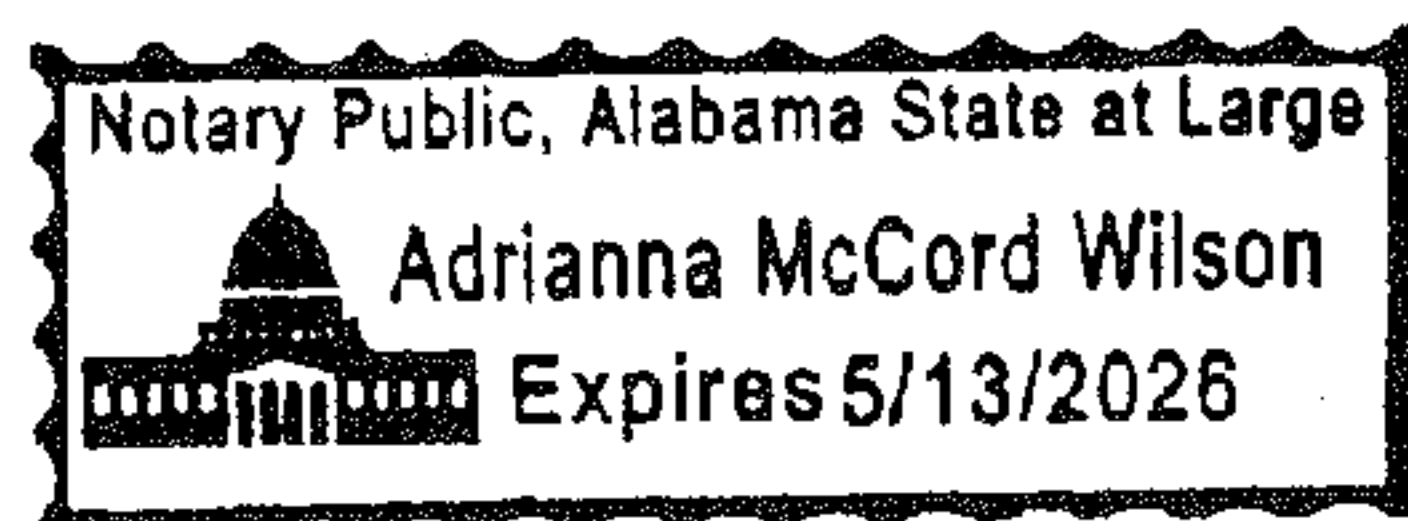
ALABAMA TRUCK OUTFITTERS, LLC,
an Alabama limited liability company

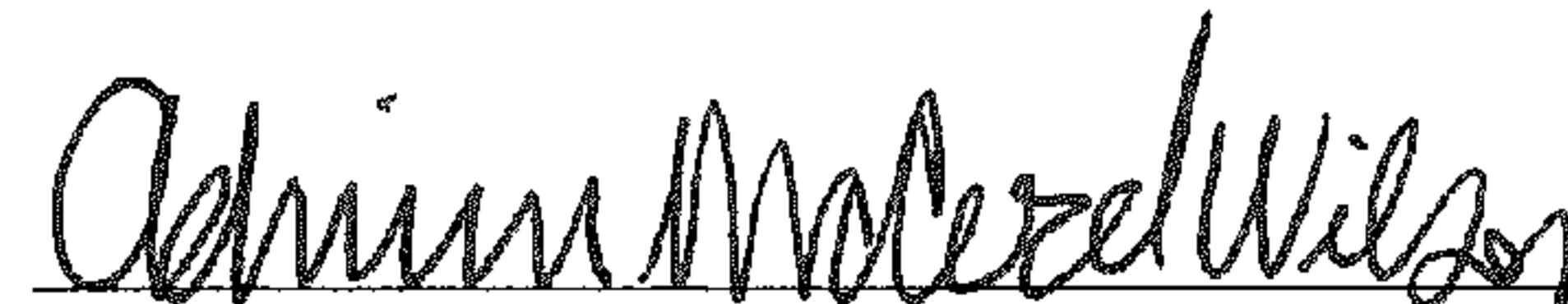
By: 
Harlan Jonathan Turman
Its Designated Member

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Harlan Jonathan Turman, whose name as Designated Member of Alabama Truck Outfitters, LLC, an Alabama limited liability company, 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 Designated Member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 13th day of November, 2023.




Notary Public
My Commission Expires: 5/13/2026

ACCEPTED by Lender this _____ day of November, 2023

SYNOVUS BANK,
A Georgia state banking corporation

By: _____
Kerri Deshazo
Its Market Executive

County Division Code: AL039 Inst. # 2023102013 Pages: 4 of 8

IN WITNESS WHEREOF, Borrower, Lender, the Whillock Mortgagor and the Turman Mortgagor have executed this Agreement as of the date first above-written.

BORROWER:

ALABAMA TRUCK OUTFITTERS, LLC,
an Alabama limited liability company

By: _____
Harlan Jonathan Turman
Its Designated Member

STATE OF ALABAMA)
COUNTY OF _____)

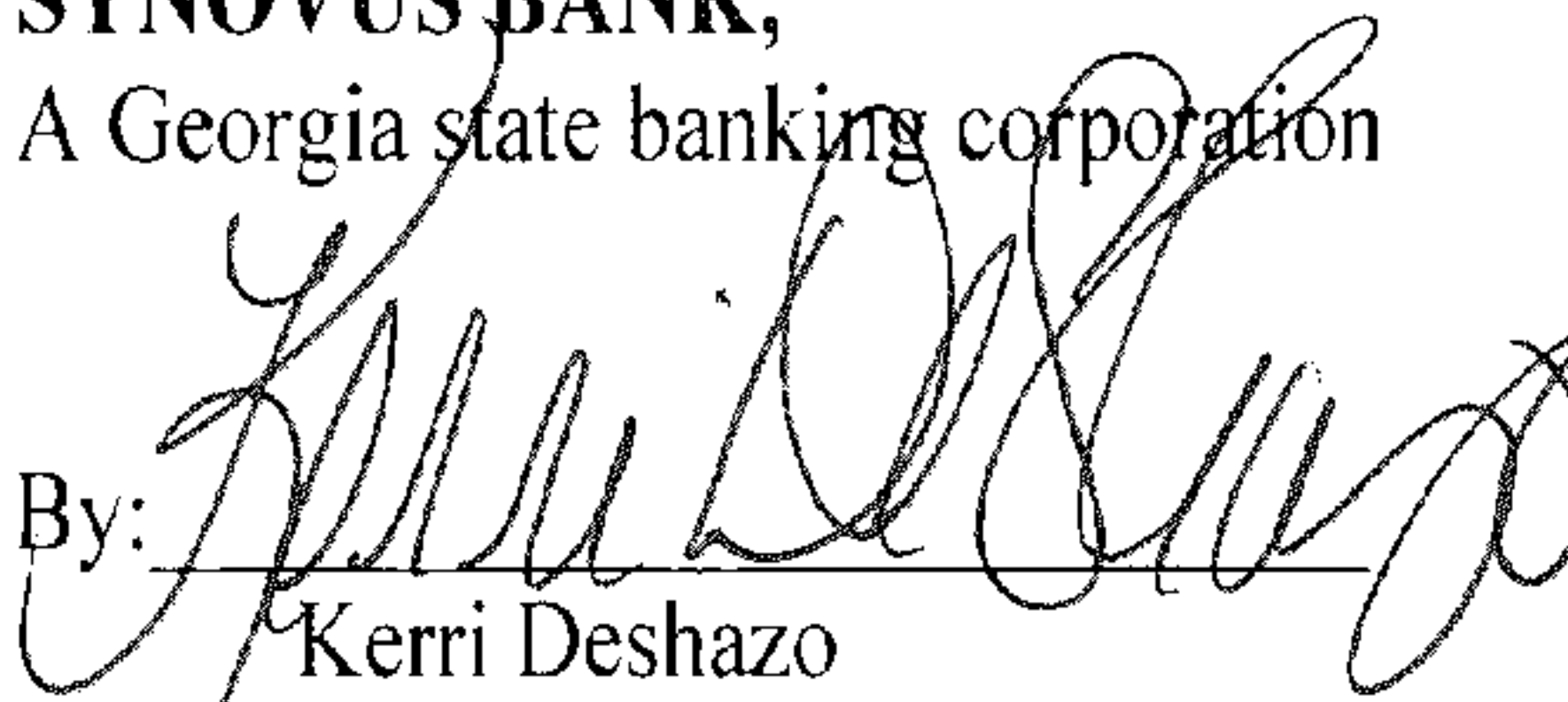
I, the undersigned, a Notary Public in and for said County and State, hereby certify that Harlan Jonathan Turman, whose name as Designated Member of Alabama Truck Outfitters, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Designated Member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the ____ day of _____, 2023.

Notary Public
My Commission Expires: _____

ACCEPTED by Lender this 13th day of November, 2023

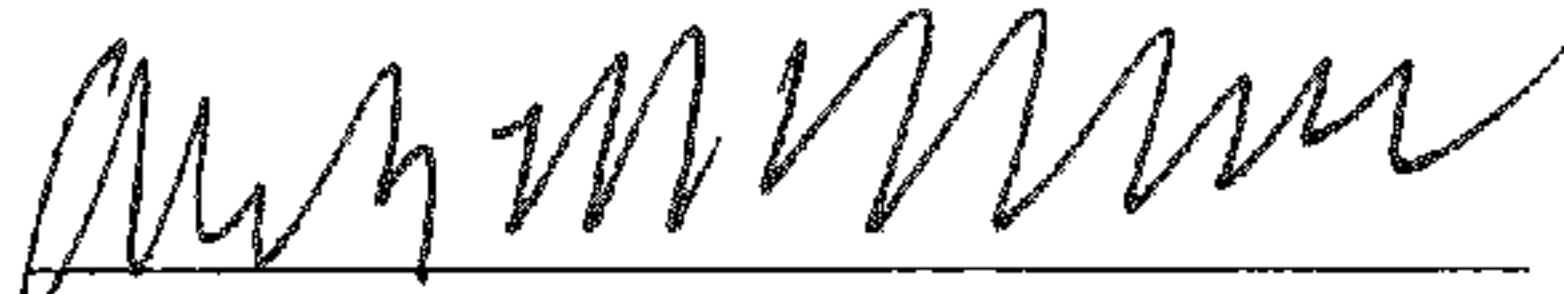
SYNOVUS BANK,
A Georgia state banking corporation

By: 
Kerri Deshazo
Its Market Executive

County Division Code: AL039 Inst. # 2023102013 Pages: 5 of 8

WHILLOCK MORTGAGOR:


Matthew K. Whillock

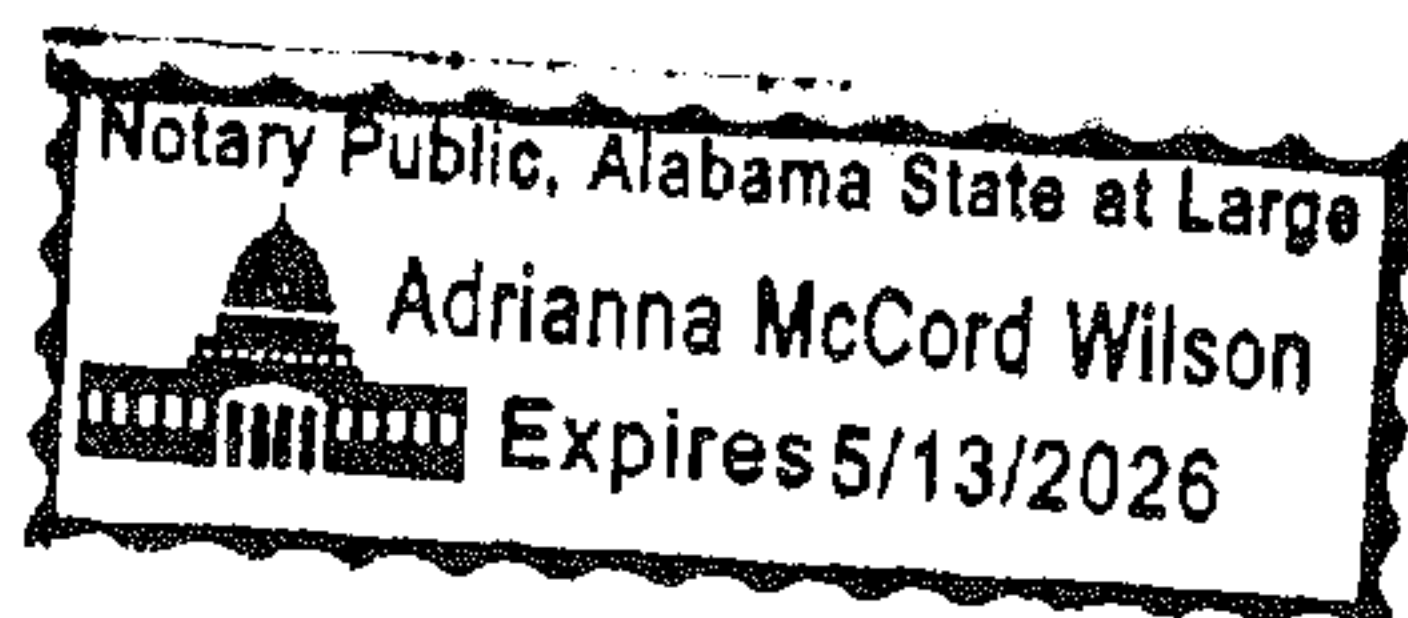


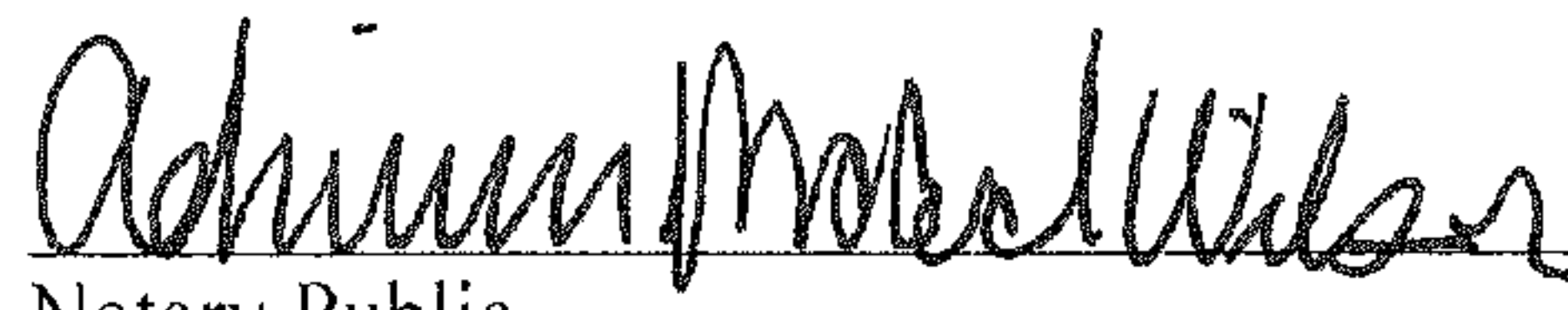
Amber M. Whillock

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Matthew K. Whillock, an individual 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 13th day of November 2023.

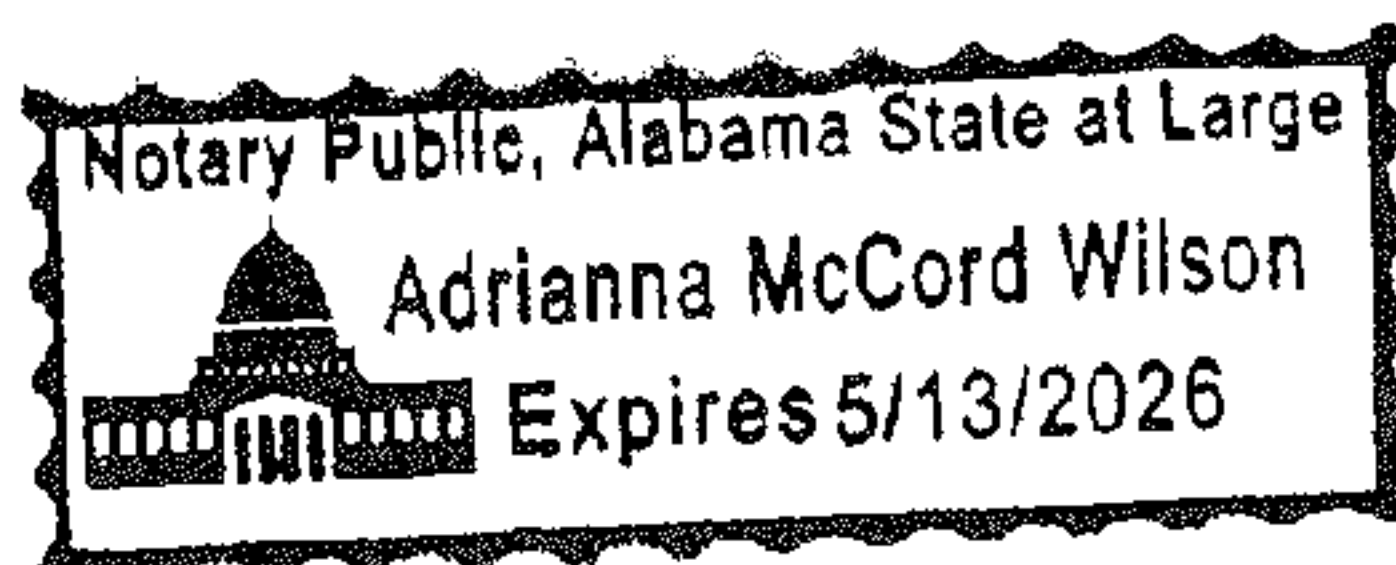




Notary Public
My Commission Expires: 5/13/2026

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Amber M. Whillock, an individual 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 said instrument, she executed the same voluntarily on the day the same bears date.

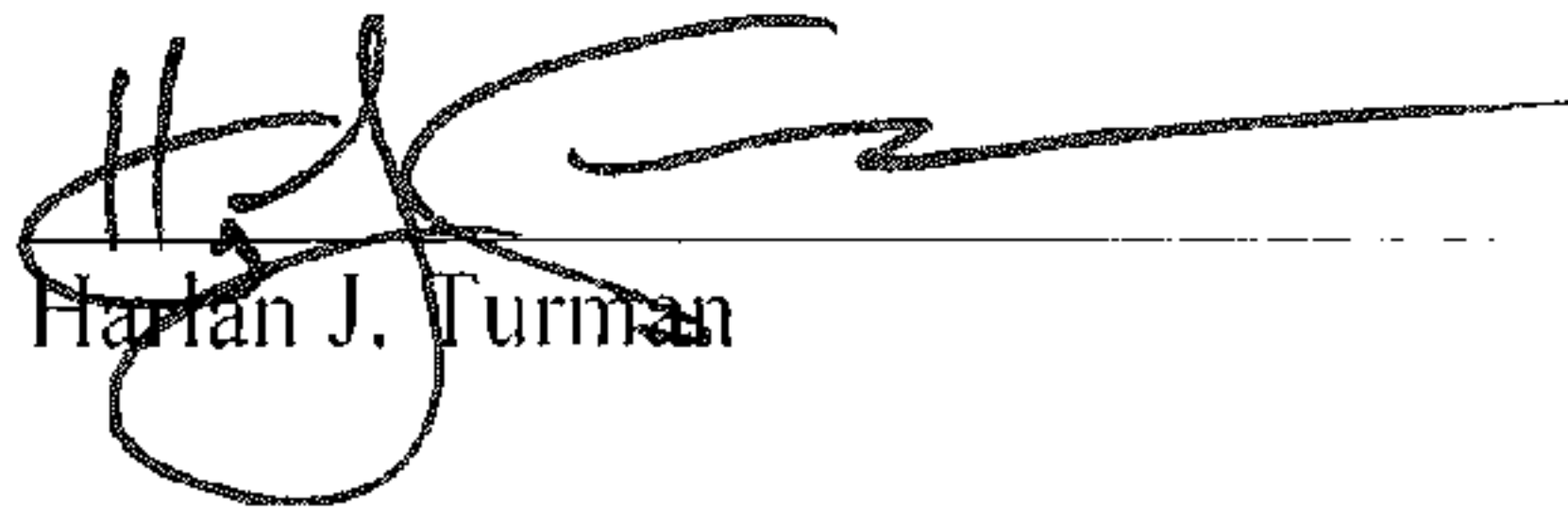
Given under my hand and official seal this the 14th day of November 2023.




Notary Public
My Commission Expires: 5/13/2026

County Division Code: AL039 Inst. # 2023102013 Pages: 6 of 8

TURMAN MORTGAGOR:



Harlan J. Turman

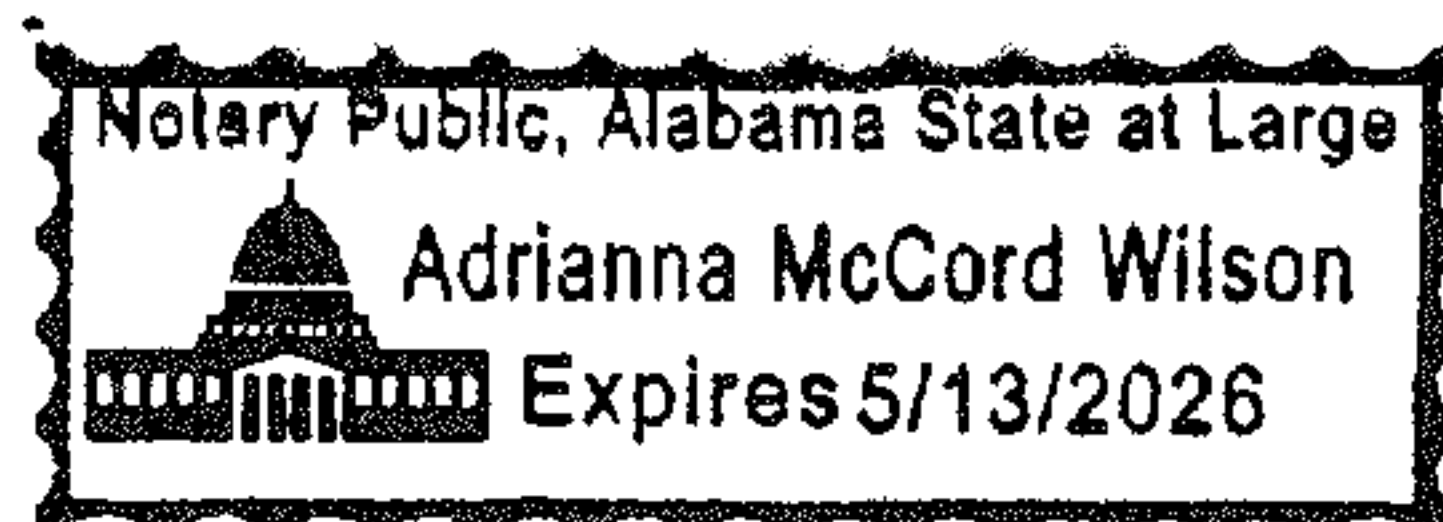


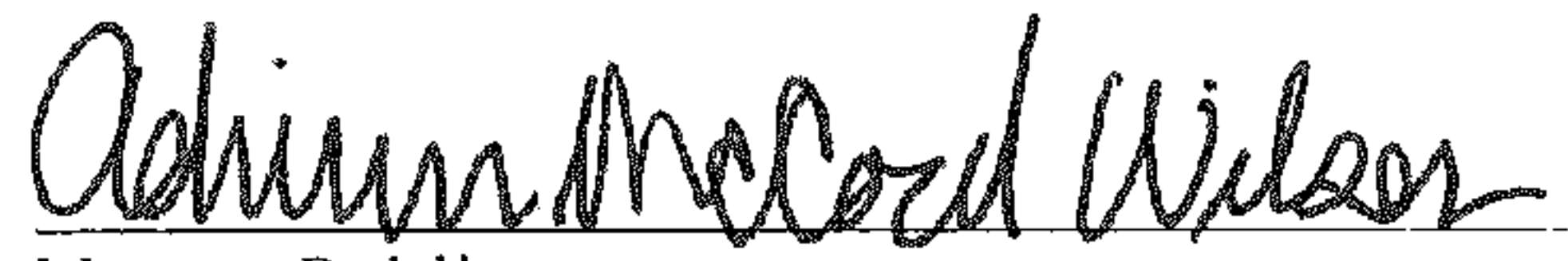
Savannah Steele Turman

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Harlan J. Turman, an individual 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 13th day of November, 2023.

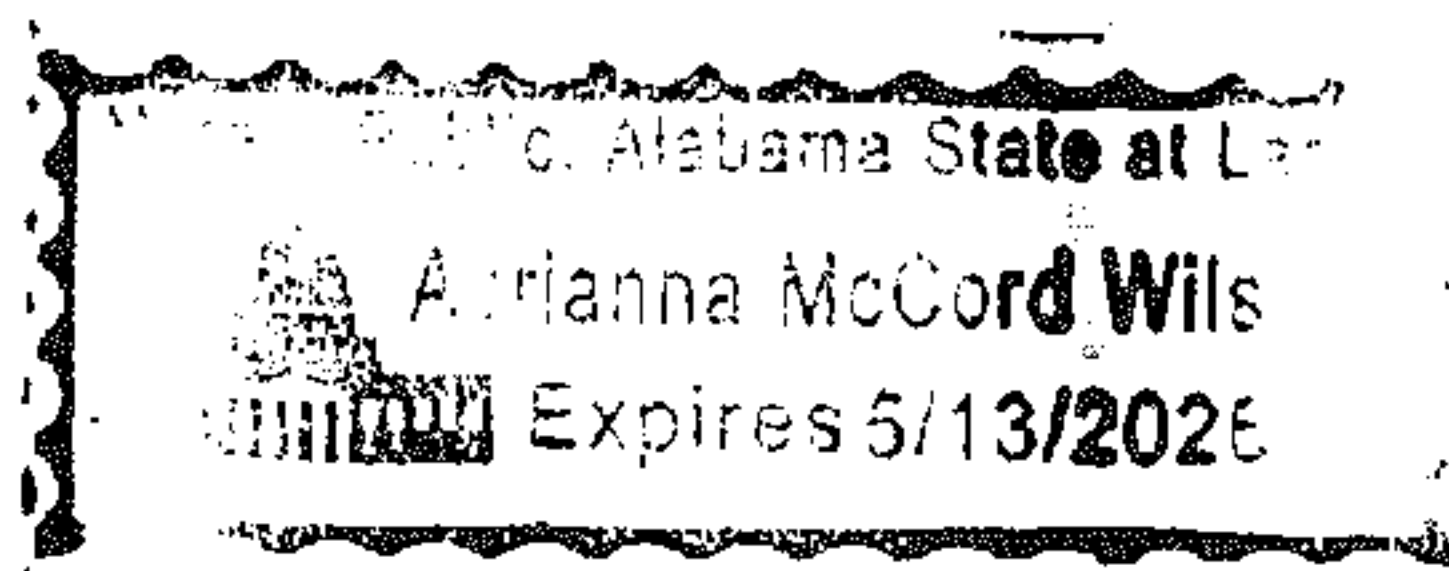



Notary Public
My Commission Expires: 5/13/2026

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Savannah Steele Turman, an individual 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 said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 14th day of November, 2023.




Notary Public
My Commission Expires: 5/13/2026

County Division Code: AL039 Inst. # 2023102013 Pages: 7 of 8

EXHIBIT "A"

Whillock Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE FOLLOWING
COUNTY/COUNTIES JEFFERSON IN THE STATE OF ALABAMA, AND IS DESCRIBED AS
FOLLOWS:

Part of the Southwest 1/4 of the Southwest 1/4 of Section 10, Township 19 South, Range 3 West,
situated in Jefferson County, Alabama, more particularly described as follows:

Begin at the Northwest corner of Lot 1 of Shadeswood Park as recorded in Map Book 15, page 88,
in the Office of the Judge of Probate Jefferson County, Alabama, said corner lying on the East
R.O.W. line of Cambo Lane; thence run Easterly along the North line of said Lot 1 for 270.20 feet to
a point on the West line of Lot 9 of Seale's Addition to Shadeswood Park, as recorded in Map
Book 18, page 58, in the Office of the Judge of Probate of Jefferson County, Alabama; thence turn
91°42'44" left and run Northerly along the West line of said Lot 9 for 147.41 feet; thence turn
88°17'16" left and run Westerly for 270.20 feet to a Point on the Easterly line of said R.O.W.; thence
turn 91°42'44" left and run Southerly along said R.O.W. for 147.41 feet to the Point of Beginning.
Situated in Jefferson County, Alabama - Bessemer Division.

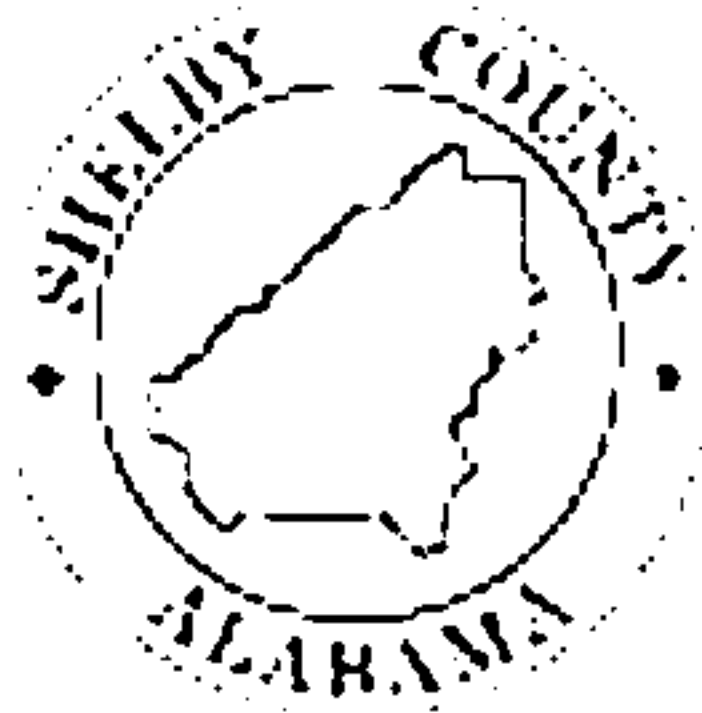
County Division Code: AL039 Inst. # 2023102013 Pages: 8 of 8

EXHIBIT "B"

Turman Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE FOLLOWING
COUNTY/COUNTIES SHELBY IN THE STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

Lot 54, according to the Survey of Oakridge 2nd Sector, as recorded in Map Book 10, pages 50 A
& B, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/16/2023 10:57:52 AM
\$43.00 PAYGE
20231116000336290

Allie S. Bevil