

20240118000013070
01/18/2024 08:29:34 AM
MORT 1/24

This Instrument Prepared By, and
After Recording, Return To:
Physicians Realty Trust
Attn: Bradley D. Page
309 N. Water Street, Suite 500,
Milwaukee, Wisconsin 53202

20240119000014600
01/19/2024 10:14:10 AM
UCC1 1/24

STATE OF ALABAMA)
COUNTY OF SHELBY)

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

**THIS MORTGAGE IS FILED AS, AND SHALL CONSTITUTE, A FIXTURE FILING IN
ACCORDANCE WITH THE PROVISIONS OF ALA. CODE §§ 7-9A-102(a)(40) AND 7-9A-
502(c). SEE SECTION 5.2 HEREOF FOR FURTHER INFORMATION.**

**THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT AND FIXTURE FILING** (this "Mortgage") is executed as of the 12th day of January,
2024 (the "Closing Date"), by **HCR/RW HWC1, LLC**, a Delaware limited liability company, and
HCC/RWV, LLC, a Delaware limited liability company (referred to herein both individually and
collectively as "Mortgagor"), whose mailing address is c/o Corporate Realty, 60 14th Street South, Suite
104, Birmingham, AL 35233, Attention: Robert Simon, in favor of **DOC-250 RIVERCHASE
PARKWAY EAST OMF, LLC**, a Wisconsin limited liability company ("Mortgagee"), whose mailing
address is 309 N. Water Street, Suite 500, Milwaukee, Wisconsin 53202.

ARTICLE I. MORTGAGE

1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, and in
consideration of the sum of Ten Dollars (\$10.00) in hand paid by Mortgagee and other good and valuable
consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor irrevocably
mortgages, grants, bargains, sells, conveys and assigns to Mortgagee, with power of sale, and with the
right of entry and possession, Mortgagor's interest in: (a) all real property located in Shelby County,
Alabama, and described on Exhibit A attached hereto (the "Real Property"); (b) all easements, rights-of-
way and rights used in connection with or as a means of access to any portion of said Real Property; (c)
all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of
Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any
street, open or proposed, adjoining said Real Property, and any and all sidewalks, alleys and strips and
gores of land adjacent to or used in connection with said Real Property; (e) all buildings, improvements,
equipment, fixtures, materials and landscaping now or hereafter erected or located on said Real Property;
(f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning
rights and other similar rights or interests which relate to the development, use or operation of, or that
benefit or are appurtenant to, said Real Property; (g) all mineral rights, oil and gas rights, air rights, water
or water rights, including without limitation, all wells, canals, ditches and reservoirs of any nature and all
rights thereto, appurtenant to or associated with said Real Property, whether decreed or undeclared,
tributary or non-tributary, surface or underground, appropriated or unappropriated, and all shares of stock
in any water, canal, ditch or reservoir company, and all well permits, water service contracts, drainage

rights and other evidences of any such rights; and (h) all right, title and interest or estate which Mortgagor now has or may hereafter acquire in said Real Property and all additions and accretions thereto, and all claims, awards or payments made for the taking of all or any portion of said Real Property by eminent domain or any proceeding or purchase in lieu thereof, or any damage to any portion of said Real Property (collectively, the “Subject Property”), TO HAVE AND TO HOLD the Subject Property unto Mortgagee and its successors and assigns forever. The listing of specific rights or property shall not be interpreted as a limitation of general terms.

1.2 Address. The address of the Subject Property (if known) is: 250 Riverchase Pkwy East, Hoover, Alabama 35244. Neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Mortgage on the Subject Property as described on Exhibit A. In the event of any conflict between the provisions of Exhibit A and said address, Exhibit A shall control.

1.3 References to Mortgagor. All references herein to Mortgagor shall be deemed to refer to each of the undersigned Mortgagor parties individually, and to all of the undersigned Mortgagor parties collectively, *mutatis mutandis*, with full and equal force and effect. All such Mortgagor parties shall be jointly and severally liable for all obligations of Mortgagor hereunder.

ARTICLE II. OBLIGATIONS SECURED

2.1 Obligations Secured. Mortgagor makes this grant and assignment for the purpose of securing the following obligations (each, a “Secured Obligation” and collectively, the “Secured Obligations”):

(a) payment to Mortgagee of all sums at any time owing and performance of all other obligations arising under or in connection with that certain Promissory Note (“Note”) dated as of the date hereof, in the maximum principal amount of **FORTY MILLION AND 00/100 DOLLARS (\$40,000,000.00)**, with interest as provided therein, executed by Mortgagee and payable to Mortgagee or its order, together with the payment and performance of any other indebtedness or obligations evidenced by the Note, whether or not specifically referenced therein, all of which has been guaranteed by Corporate Realty Development, L.L.C., an Alabama limited liability company, HCR/GCC, LLC, a Delaware limited liability company, Robert A. Simon and James T. Holloway, jointly and severally, pursuant to that certain Continuing Guaranty dated as of the date hereof (the “Guaranty”), in favor of Mortgagee (this Mortgage, the Note, the Guaranty and all other documents executed in connection with this transaction shall be collectively referred to herein as the “Loan Documents”); and

(b) payment and performance of all obligations of Mortgagor under this Mortgage, together with all advances, payments or other expenditures made by Mortgagee as or for the payment or performance of any such obligations of Mortgagor; and

(c) payment and performance of all obligations, if any, and the contracts under which they arise, which any rider attached to and recorded with this Mortgage recites are secured hereby; and

(d) payment to Mortgagee of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Mortgagee in connection with any Secured Obligation; and

(e) payment and performance of all future advances and other obligations that the then record owner of the Subject Property may agree to pay and/or perform (whether as principal, surety or

guarantor) for the benefit of Mortgagee, when any such advance or other obligation is evidenced by a writing which recites that it is secured by this Mortgage; and

(f) all modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

2.2 Obligations. The term “obligations” is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, joint or several, including without limitation, all principal, interest, charges, including prepayment charges and late charges, and loan fees at any time accruing or assessed on any Secured Obligation.

2.3 Incorporation. All terms of the Secured Obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Subject Property are hereby deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that: (a) the Note or any other Secured Obligation may permit borrowing, repayment and reborrowing; and (b) the rate of interest on one or more of the Secured Obligations may vary from time to time.

2.4 Cross Collateralization. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Mortgagor to Mortgagee, or any one or more of them, as well as all claims by Mortgagee against Mortgagor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Mortgagor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. The obligations and Indebtedness secured hereby shall also include, without limitation, all obligations, Indebtedness and liabilities of Mortgagor to Mortgagee arising pursuant to or in connection with any swap, collar, cap, future, forward or derivative transaction, including any involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments, any economic, financial or pricing index or basis, or any similar transaction, including any option with respect to any of these transactions and any combination of these transactions.

2.5 Future Advances. This Mortgage also secures all future advances made by Mortgagee to Mortgagor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Mortgagee in its discretion may loan to Mortgagor, together with all interest thereon, whether or not such future advances are currently within the contemplation of the parties.

ARTICLE III. ASSIGNMENT OF RENTS

3.1 Assignment. For the purposes and upon the terms and conditions set forth herein, Mortgagor irrevocably assigns to Mortgagee all of Mortgagor's right, title and interest in, to and under all leases, licenses, rental agreements, municipal tax incentive and/or rent subsidy agreements, lease guarantees, and other agreements of any kind relating to the use, occupancy and/or payment of Rents (as defined herein) of any of the Subject Property, whether existing as of the date hereof or at any time hereafter entered into, together with all guarantees of and security for any tenant's or lessee's performance thereunder, and all amendments, extensions, renewals and modifications thereto (each, a “Lease” and

collectively, the "Leases"), together with any and all other rents, security deposits, issues and profits of the Subject Property (collectively, "Rents"). This assignment shall not impose upon Mortgagee any duty to produce Rents from the Subject Property, nor cause Mortgagee to be: (a) a "mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of the lessor or landlord under any Lease; or (c) responsible for any waste committed by any person or entity at any time in possession of the Subject Property or any part thereof, or for any dangerous or defective condition of the Subject Property, or for any negligence in the management, upkeep, repair or control of the Subject Property. This is an absolute assignment, not an assignment for security only, and Mortgagee's right to Rents is not contingent upon and may be exercised without taking possession of the Subject Property. Mortgagor agrees to execute and deliver to Mortgagee, within five (5) days of Mortgagee's written request, such additional documents as Mortgagee may reasonably request to further evidence the assignment to Mortgagee of any and all Leases and Rents. Mortgagee, at Mortgagee's option and without notice, may notify any lessee or tenant of this assignment of the Leases and Rents.

3.2 Protection of Security. To protect the security of this assignment, Mortgagor agrees:

(a) At Mortgagor's sole cost and expense: (i) to perform each obligation to be performed by the lessor or landlord under each Lease and to enforce or secure the performance of each obligation to be performed by the lessee or tenant under each Lease; (ii) not to modify any Lease in any material respect, nor accept surrender under or terminate the term of any Lease; (iii) not to anticipate the Rents under any Lease; and (iv) not to waive or release any lessee or tenant of or from any Lease obligations. Mortgagor assigns to Mortgagee all of Mortgagor's right and power to modify the terms of any Lease, to accept a surrender under or terminate the term of or anticipate the Rents under any Lease, and to waive or release any lessee or tenant of or from any Lease obligations, and any attempt on the part of Mortgagor to exercise any such rights or powers without Mortgagee's prior written consent shall be a breach of the terms hereof.

(b) At Mortgagor's sole cost and expense, to defend any action in any manner connected with any Lease or the obligations thereunder, and to pay all costs of Mortgagee, including reasonable attorneys' fees, in any such action in which Mortgagee may appear.

(c) That, should Mortgagor fail to do any act required to be done by Mortgagor under a Lease, then Mortgagee, but without obligation to do so and without notice to Mortgagor and without releasing Mortgagor from any obligation hereunder, may make or do the same in such manner and to such extent as Mortgagee deems necessary to protect the security hereof, and, in exercising such powers, Mortgagee may employ attorneys and other agents, and Mortgagor shall pay necessary costs and reasonable attorneys' fees incurred by Mortgagee, or its agents, in the exercise of the powers granted herein. Mortgagor shall give prompt notice to Mortgagee of any default by any lessee or tenant under any Lease, and of any notice of default on the part of Mortgagor under any Lease received from a lessee or tenant thereunder, together with an accurate and complete copy thereof.

(d) To pay to Mortgagee immediately upon demand all sums expended under the authority hereof, including reasonable attorneys' fees, together with interest thereon at the highest rate per annum payable under any Secured Obligation, and the same, at Mortgagee's option, may be added to any Secured Obligation and shall be secured hereby.

3.3 License. Mortgagee confers upon Mortgagor a license ("License") to collect and retain the Rents as, but not before, they come due and payable, until the occurrence of any Default. Upon the occurrence of any Default, the License shall be automatically revoked, and Mortgagee may, at Mortgagee's option and without notice, either in person or by agent, with or without bringing any action, or by a receiver to be appointed by a court: (a) enter, take possession of, manage and operate the Subject Property or any part thereof; (b) make, cancel, enforce or modify any Lease; (c) obtain and evict tenants, fix or modify Rents, and do any acts which Mortgagee deems proper to protect the security hereof; and

(d) either with or without taking possession of the Subject Property, in its own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and apply the same in accordance with the provisions of this Mortgage. The entering and taking possession of the Subject Property, the collection of Rents and the application thereof as aforesaid, shall not cure or waive any Default, nor waive, modify or affect any notice of default hereunder, nor invalidate any act done pursuant to any such notice. The License shall not grant to Mortgagee the right to possession, except as provided in this Mortgage.

ARTICLE IV. RIGHTS AND DUTIES OF THE PARTIES

4.1 Title. Mortgagor warrants that (a) Mortgagor lawfully possesses and holds good and marketable fee simple title to the Subject Property, without limitation on the right to encumber, free and clear of all liens and encumbrances other than those set forth in Exhibit B attached hereto and incorporated herein (“Permitted Encumbrances”); (b) that this Mortgage is a valid lien on the Subject Property and all of Mortgagor’s interest therein; and (c) Mortgagor has the full right, power, and authority, acting alone, to execute and deliver this Mortgage.

4.2 Taxes and Assessments. Subject to the right, if any, of Mortgagor to contest payment of the following pursuant to any other agreement between Mortgagor and Mortgagee, Mortgagor shall pay or cause to be paid prior to delinquency all taxes, assessments, levies and charges imposed: (a) by any public or quasi-public authority or utility company which are or which may become a lien upon or cause a loss in value of the Subject Property or any interest therein; or (b) by any public authority upon Mortgagee by reason of its interest in any Secured Obligation or in the Subject Property, or by reason of any payment made to Mortgagee pursuant to any Secured Obligation; provided however, that Mortgagor shall have no obligation to pay any income taxes of Mortgagee. Promptly upon request by Mortgagee, Mortgagor shall furnish to Mortgagee satisfactory evidence of the payment of all of the foregoing. Mortgagee is hereby authorized to request and receive from the responsible governmental and non-governmental personnel written statements with respect to the accrual and payment of any of the foregoing.

4.3 Performance of Secured Obligations. Mortgagor shall promptly pay and perform each Secured Obligation when due.

4.4 Liens, Encumbrances and Charges. Mortgagor shall immediately discharge any lien on the Subject Property not approved by Mortgagee in writing. Except as otherwise provided in any Secured Obligation or other agreement with Mortgagee, Mortgagor shall pay when due all obligations secured by or reducible to liens and encumbrances which shall now or hereafter encumber the Subject Property, whether senior or subordinate hereto, including without limitation, any mechanics’ liens.

4.5 Insurance.

(a) Required Coverage. Mortgagor shall at all times maintain the following insurance coverage with respect to the Subject Property:

(i) Casualty/Hazard Insurance. Casualty/hazard insurance, which must (i) be “All Risk” or “Special Form”; (ii) include terrorism coverage against both alien and domestic acts of terrorism without co-insurance for damage to the Subject Property, or loss of rents, caused by an act of terrorism; (iii) include coverage applicable to the presence of mold if required by Mortgagee; (iv) have an “Agreed Amount” clause of not less than one hundred percent (100%) of the full replacement cost of the Subject Property without depreciation (provided that the value of shoring and excavation may be excluded); (v) include a “Builder’s Risk” or “Course of Construction” provision if construction is anticipated at the Subject Property; and (vi) name Mortgagee as mortgagee/loss payee. Co-insurance clauses are not acceptable.

(ii) Liability/Excess Insurance. Combined liability and excess insurance, which shall name Mortgagee as an additional insured, and shall be in an amount sufficient to satisfy all tenant lease requirements.

(iii) Rental/Business Interruption Insurance. Rental/business interruption insurance, which shall be “all risk” or “special form,” in an amount equal to the Subject Property’s gross annual rent, and shall name Mortgagee as loss payee to the extent of its interest.

(iv) Flood/Earthquake Insurance. Insurance against damage by flood or by earthquake if required by Mortgagee in such amounts as they shall determine; provided, however, that notwithstanding anything to the contrary herein, in the event that any seismic study shows that the probable maximum loss of the improvements is less than twenty percent (20%) of the value of the Improvements, then no earthquake insurance shall be required.

(v) Building Systems. Insurance against damage from sprinkler systems, boilers, HVAC equipment and other building systems and apparatus if required by Mortgagee in such amounts as they shall determine.

(vi) Other. Such other insurance coverage as Mortgagee may reasonably require.

Mortgagor shall pay all costs and expenses incurred by Mortgagee in connection with its approval of the aforesaid insurance policies.

(b) Qualification of Insurers. Coverage is to be placed at all times in a stock or mutual insurance company approved by Mortgagee and having an A.M. Best Financial Strength Rating (FSR) of “A” or better and an A.M. Best Financial Size Category (FSC) of “XII” or higher, and licensed to do business in the state where the Subject Property is located.

(c) Deductibles. The amount of deductible under each policy shall not exceed an amount considered normal and customary for the type, size and value of the Subject Property, which determination shall be made by Mortgagee.

(d) Evidence of Coverage. An original policy for each insurance coverage required hereunder shall be provided by Mortgagor to Mortgagee. If a blanket policy is in force because of the number of properties owned, a “True & Certified” copy of the policy, signed by the company will be acceptable with (i) an endorsement designating Mortgagee as first mortgagee; (ii) specific reference to the Subject Property; and (iii) a listing of locations and insurable values of the properties included in the blanket policy. Until the policy is available, Mortgagor shall provide to Mortgagee acceptable Acord forms to evidence property insurance and to evidence liability insurance, and shall attach all appropriate endorsements. In the event that such policies of insurance and evidence of the payment of the premiums therefor are not delivered to Mortgagee, Mortgagor expressly authorizes Mortgagee to obtain replacement insurance policies in such amounts, on such terms, and from such insurance agencies or companies as are suitable to Mortgagee in Mortgagee’s sole discretion, which replacement insurance, in Mortgagee’s sole discretion, may protect only Mortgagee’s interest in the Subject Property and may, but need not, protect Mortgagor’s interest in the Subject Property.

(e) Notice of Termination. Each insurance policy must (i) contain customary endorsements acknowledging Mortgagee’s interest (and that of its subsidiaries’, affiliates’, participants’, successors’ and/or assigns’) as first loss payee/mortgagee with respect to any property/casualty policies, and as additional insureds with respect to liability coverage, and (ii) contain a provision whereby the carrier agrees to give Mortgagee thirty (30) days’ prior written notice of any termination, substantial modification, or failure to renew the policy, except in the event of cancellation for non-payment of

premium, in which case only ten (10) days' prior written notice will be given to Mortgagee. To the extent constructed or on the Subject Property, all improvements and personal property and easily removable real estate items or fixtures included as security in the Loan Documents must be covered by such insurance. Said insurance must be satisfactory to Mortgagee in all respects and must conform in all respects to Mortgagee's standard insurance criteria.

4.6 Tax and Insurance Impounds. At Mortgagee's option and upon its demand, Mortgagor shall, until all Secured Obligations have been paid in full, pay to Mortgagee monthly, annually or as otherwise directed by Mortgagee an amount estimated by Mortgagee to be equal to: (a) all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or may become a lien upon the Subject Property and will become due for the tax year during which such payment is so directed; and (b) premiums for fire, other hazard and mortgage insurance next due. If Mortgagee determines that amounts paid by Mortgagor are insufficient for the payment in full of such taxes, assessments, levies and/or insurance premiums, Mortgagee shall notify Mortgagor of the increased amount required for the payment thereof when due, and Mortgagor shall pay to Mortgagee such additional amount within thirty (30) days after notice from Mortgagee. All amounts so paid shall not bear interest, except to the extent and in the amount required by law. So long as there is no Default, Mortgagee shall apply said amounts to the payment of, or at Mortgagee's sole option release said funds to Mortgagor for application to and payment of, such taxes, assessments, levies, charges and insurance premiums. If a Default exists, Mortgagee at its sole option may apply all or any part of said amounts to any Secured Obligation and/or to cure such Default, in which event Mortgagor shall be required to restore all amounts so applied, as well as to cure any Default not cured by such application. Mortgagor hereby grants and transfers to Mortgagee a security interest in all amounts so paid and held in Mortgagee's possession, and all proceeds thereof, to secure the payment and performance of each Secured Obligation. Upon assignment of this Mortgage, Mortgagee shall have the right to assign all amounts collected and in its possession to its assignee, whereupon Mortgagee shall be released from all liability with respect thereto. The existence of said impounds shall not limit Mortgagee's rights under any other provision of this Mortgage or any other agreement, statute or rule of law. Within ninety-five (95) days following full repayment of all Secured Obligations (other than as a consequence of a foreclosure or conveyance in lieu of foreclosure of the liens and security interests securing any Secured Obligation), or at such earlier time as Mortgagee in its discretion may elect, the balance of all amounts collected and in Mortgagee's possession shall be paid to Mortgagor, and no other party shall have any right of claim thereto.

4.7 Damages; Insurance and Condemnation Proceeds. If the Subject Property shall be the subject of any condemnation proceeding or destroyed, in whole or in part, or damaged by fire, flood, windstorm or other casualty, Mortgagor shall give written notice thereof to Mortgagee promptly after it obtains knowledge of the occurrence of the condemnation proceeding or the casualty.

(a) (i) All awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation (or transfer in lieu thereof) for public or private use affecting the Subject Property; (ii) all other claims and awards for damages to or decrease in value of the Subject Property; (iii) all proceeds of any insurance policies payable by reason of loss sustained to the Subject Property; and (iv) all interest which may accrue on any of the foregoing, are all absolutely and irrevocably assigned to and shall be paid to Mortgagee. At the absolute discretion of Mortgagee, whether or not its security is or may be impaired, but subject to applicable law if any, and without regard to any requirement contained in any other Section hereof, Mortgagee may apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any such claim and apply the balance to the Secured Obligations in any order, and release all or any part of the proceeds to Mortgagor upon any conditions Mortgagee may impose. Mortgagee may commence, appear in, defend or prosecute any assigned claim or action, and may adjust, compromise, settle and collect all claims and awards assigned to Mortgagee; provided however, that in no event shall Mortgagee be responsible for any failure to collect any claim or award, regardless of the cause of the failure.

(b) At its sole option, Mortgagee may permit insurance or condemnation proceeds held by Mortgagee to be used for repair or restoration but may impose any conditions on such use as Mortgagee deems necessary.

4.8 Maintenance and Preservation of Subject Property. Subject to the provisions of any Secured Obligation, Mortgagor covenants:

(a) to keep the Subject Property in good condition and repair (ordinary wear and tear excepted);

(b) except with Mortgagee's prior written consent, not to remove or demolish the Subject Property, nor alter, restore or add to the Subject Property, nor initiate or acquiesce in any change in any zoning or other land classification which affects the Subject Property;

(c) to restore promptly and in good workmanlike manner any portion of the Subject Property which may be damaged or destroyed, unless Mortgagee requires that all of the insurance proceeds be used to reduce the Secured Obligations as provided in the Section hereof entitled Damages; Insurance and Condemnation Proceeds;

(d) to comply with and not to suffer violation of any or all of the following which govern acts or conditions on, or otherwise affect the Subject Property: (i) laws, ordinances, regulations, standards and judicial and administrative rules and orders; (ii) covenants, conditions, restrictions and equitable servitudes, whether public or private; and (iii) requirements of insurance companies and any bureau or agency which establishes standards of insurability;

(e) not to commit or permit waste of the Subject Property; and

(f) to do all other acts which from the character or use of the Subject Property may be reasonably necessary to maintain and preserve its value.

4.9 Leasing.

(a) Leasing Generally. Mortgagor hereby agrees that it shall use commercially reasonable good faith efforts to lease space within the Subject Property as expeditiously as permitted by market conditions, and in accordance with the terms of this Section 4.9. Within ten (10) business days after the date hereof, Mortgagor shall deliver to Mortgagee a leasing plan for the Subject Property that must include, at a minimum (i) the proposed marketing plan for future tenant leases, including the identification of specific leasing targets currently under consideration, (ii) proposed rental rates and annual rent escalations (which shall not be less than 2.75% per lease year), (iii) proposed tenant improvement allowances and other incentives for each class of proposed tenant, (iv) the general scope of all permitted and prohibited tenant uses, and (v) the general terms under which any exclusive use provisions would be offered. Mortgagee shall be afforded a reasonable opportunity to review, and to approve the terms of, all requests for proposal, term sheets or letters of intent with respect to any proposed occupancy of the Subject Property (collectively, "Proposals"), prior to the delivery thereof to proposed tenants or occupants. All leasing efforts for the Subject Property shall be coordinated with Mortgagee, providing real-time updates to Mortgagee regarding all lease negotiations and affording Mortgagee the opportunity to review and approve all material terms of any lease, sublease, license agreement or occupancy agreement, any binding commitment to enter into any of the foregoing, and any subsequent assignment of any of the foregoing (each a "Lease Document"), prior to the execution thereof by Mortgagor. Mortgagor hereby agrees that it shall not enter into any Proposal or Lease Document which has not been approved in writing by Mortgagee.

(b) Qualifying Tenants. Mortgagor and Mortgagee acknowledge their mutual desire that, except for the Hoover Lease (as hereinafter defined), the Subject Property shall be leased solely to tenants ("Qualifying Tenants"), whose primary permitted use will involve the provision of outpatient healthcare services including, without limitation, physician practices, medical clinics, diagnostic centers, pharmacy or compounding centers, medical laboratories, physical or occupational rehabilitation centers, ambulatory surgery centers, urgent care facilities, etc. (collectively, "Permitted Uses"). Accordingly, Mortgagor hereby agrees that it shall not enter into any Proposal or Lease Document other than with a Qualifying Tenant for a Permitted Use unless the prior written consent of Mortgagee has first been obtained. Notwithstanding the foregoing, Mortgagee agrees that the initial form, content and terms of that certain lease agreement with the City of Hoover, Alabama, for approximately 30,000 rentable square feet of space within the Subject Property (the "Hoover Lease") have been approved by Mortgagee. The Hoover Lease shall be exempt from the requirements of subsections (a), (b) and (c) of this Section 4.9; provided that all subsequent amendments, modifications, assignments or subleases of the Hoover Lease shall remain subject to Mortgagee's prior written approval.

(c) Lease Form. Mortgagor agrees that, except for the Hoover Lease, unless the written consent of Mortgagee has first been obtained Mortgagor shall enter into leases of space within the Subject Property only upon a lease form acceptable to Mortgagee in both form and content, which includes the following required minimum terms: (i) a base rental rate of not less than \$34.00 per rentable square foot, to be increased by no less than 2.75% per year; (ii) no less than a 10-year initial term; (iii) a tenant improvement allowance not exceeding \$120 per rentable square foot for general leases and \$240 per rentable square foot for ambulatory surgery center leases; (iv) a guaranty of lease obligations shall be provided by the principals of the applicable tenant; and (v) the primary use shall be restricted to a Permitted Use.

(d) Owner's Discretion. While it is the intention of Mortgagee that Mortgagor shall generally be entitled to exercise its independent business discretion with respect to the leasing and management of the Subject Property, the parties acknowledge that their mutual intent is to cause all Proposals and Lease Documents to comply with this Section 4.9 in order to facilitate the possible purchase of the Subject Property by Mortgagee or its affiliates pursuant to a mutually acceptable purchase option agreement. Accordingly, Mortgagee's insistence on compliance by Mortgagor with the requirements of this Section 4.9 shall not be deemed the exercise of control or undue influence by Mortgagee over the policies, procedures, methods of operation or internal governance of Mortgagor, which shall in all events remain subject to the independent business discretion of Mortgagor.

4.10 Protection of Security. Mortgagor shall, at Mortgagor's sole expense: (a) protect, preserve and defend the Subject Property and Mortgagor's title and right to possession of the Subject Property against all adverse claims; (b) if Mortgagor's interest in the Subject Property is a leasehold interest or estate, pay and perform in a timely manner all obligations to be paid and/or performed by the lessee or tenant under the lease or other agreement creating such leasehold interest or estate; and (c) protect, preserve and defend the security of this Mortgage and the rights and powers of Mortgagee under this Mortgage against all adverse claims. Mortgagor shall give Mortgagee prompt notice in writing of the assertion of any claim, the filing of any action or proceeding, or the occurrence of any damage, condemnation offer or other action relating to or affecting the Subject Property and, if Mortgagor's interest in the Subject Property is a leasehold interest or estate, of any notice of default or demand for performance under the lease or other agreement pursuant to which such leasehold interest or estate was created or exists.

4.11 Powers and Duties of Mortgagee. Mortgagee may, upon written request, without obligation to do so or liability therefor and without notice: (a) release all or any part of the Subject Property from the lien of this Mortgage; (b) consent to the making of any map or plat of the Subject Property; and (c) join in any grant of easement or declaration of covenants and restrictions with respect to the Subject Property, or any extension agreement or any agreement subordinating the lien or charge of

this Mortgage. Mortgagee may from time to time apply to any court of competent jurisdiction for aid and direction in the exercise or enforcement of its rights and remedies available under this Mortgage, and may obtain orders or decrees directing, confirming or approving acts in the exercise or enforcement of said rights and remedies. Mortgagee has no obligation to notify any party of any pending sale or any action or proceeding (including, but not limited to, actions in which Mortgagor or Mortgagee shall be a party) unless held or commenced and maintained by Mortgagee under this Mortgage.

4.12 Compensation; Exculpation; Indemnification.

(a) Mortgagor shall pay Mortgagee reasonable compensation for services rendered concerning this Mortgage, including without limitation, the providing of any statement of amounts owing under any Secured Obligation. Mortgagee shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (i) the exercise of any rights, remedies or powers granted to Mortgagee in this Mortgage; (ii) the failure or refusal of Mortgagee to perform or discharge any obligation or liability of Mortgagor under this Mortgage or any Lease or other agreement related to the Subject Property; or (iii) any loss sustained by Mortgagor or any third party as a result of Mortgagee's failure to lease the Subject Property after any Default or from any other act or omission of Mortgagee in managing the Subject Property after any Default unless such loss is caused by the gross negligence or willful misconduct of Mortgagee; and no such liability shall be asserted or enforced against Mortgagee, and all such liability is hereby expressly waived and released by Mortgagor.

(b) Except to the extent caused by the gross negligence or willful misconduct of Mortgagee, Mortgagor shall indemnify Mortgagee against, and hold Mortgagee harmless from, any and all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, costs of evidence of title, costs of evidence of value, and other expenses which Mortgagee may suffer or incur: (i) by reason of this Mortgage; (ii) by reason of the performance of any act required or permitted hereunder or by law; (iii) as a result of any failure of Mortgagor to perform Mortgagor's obligations; or (iv) by reason of any alleged obligation or undertaking of Mortgagee to perform or discharge any of the representations, warranties, conditions, covenants or other obligations contained in any other document related to the Subject Property, including without limitation, the payment of any taxes, assessments, rents or other lease obligations, liens, encumbrances or other obligations of Mortgagor under this Mortgage. Mortgagor's duty to indemnify Mortgagee shall survive the payment, discharge or cancellation of the Secured Obligations and the release or satisfaction, in whole or in part, of this Mortgage.

(c) Mortgagor shall pay all indebtedness arising under this Section immediately upon demand by Mortgagee, together with interest thereon from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation. Mortgagee may, at its option, add any such indebtedness to any Secured Obligation.

4.13 Due on Sale or Encumbrance. Except as permitted by the provisions of any Secured Obligation or applicable law, if the Subject Property or any interest therein shall be sold, transferred (including without limitation, where applicable, through sale or transfer of a majority or controlling interest of the corporate stock, or any general partnership, limited liability company or other similar interests, of Mortgagor), mortgaged, assigned, encumbered or leased, whether voluntarily, involuntarily or by operation of law (each of which actions and events is called a "Transfer"), without Mortgagee's prior written consent, THEN Mortgagee may, at its sole option, declare all Secured Obligations immediately due and payable in full. Mortgagor shall notify Mortgagee in writing of each Transfer within ten (10) business days of the date thereof.

4.14 Releases, Extensions, Modifications and Additional Security. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Subject Property or in any manner obligated under any Secured Obligation (each, an "Interested Party"),

Mortgagee may, from time to time, release any Interested Party from liability for the payment of any Secured Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation, accept additional security, and enforce, waive, subordinate or release all or a portion of the Subject Property or any other security for any Secured Obligation. None of the foregoing actions shall release or reduce the personal liability of any Interested Party, nor release or impair the priority of the lien of this Mortgage upon the Subject Property.

4.15 Release of Mortgage. Upon satisfaction in full of the Secured Obligations, Mortgagee, without warranty, shall deliver for recording in the appropriate real property records a satisfaction or release of Mortgage for the Subject Property, or that portion thereof then covered hereby, from the lien of this Mortgage.

4.16 Subrogation. Mortgagee shall be subrogated to the lien of all encumbrances, whether or not released of record, paid in whole or in part by Mortgagee pursuant to this Mortgage or by the proceeds of any Secured Obligation.

4.17 No Release of Mortgagor. No Transfer or encumbrance or any delegation of Mortgagor's obligations under this Mortgage or any other obligations of Mortgagor shall release Mortgagor from liability for any Mortgagor's obligations under the Loan Documents unless: (i) Mortgagee and such transferee or delegee or assignee agree in writing that such transferee or delegee or assignee is satisfactory to Mortgagee and that such transferee or delegee or assignee shall perform the Mortgagor's obligations and pay such interest thereon as Mortgagee may request, and (ii) Mortgagee delivers to Mortgagor a written release.

4.18 Mortgagor. The entities comprising Mortgagor shall be jointly and severally liable for all obligations of Mortgagor hereunder.

ARTICLE V. UNIFORM COMMERCIAL CODE.

5.1 Security Agreement. This Mortgage shall constitute a security agreement as defined in the Uniform Commercial Code as adopted in Alabama (the "Code"). Mortgagor grants to Mortgagee a continuing security interest, within the meaning of the Code, in all right, title and interest of Mortgagor in, to and under the following properties and assets of Mortgagor:

(a) The Subject Property.

(b) All properties and assets which are or may be subject to Article 9 of the Code including, without limitation (i) accounts; (ii) chattel paper; (iii) commercial tort claims; (iv) deposit accounts; (v) documents; (vi) equipment, fixtures and goods; (vii) general intangibles; (viii) instruments; (ix) intellectual property; (x) inventory; (xi) investment property; (xii) letter-of-credit rights; (xiii) payment intangibles; and (xiv) supporting obligations.

(c) All moneys of Mortgagor and all bank accounts, deposit accounts, lock boxes and other accounts in which such moneys may at any time be on deposit or held and all investments or securities in which such moneys may at any time be invested and all certificates, instruments and documents from time to time representing or evidencing any of the same.

(d) All other properties and assets of Mortgagor of any kind, nature, or description, whether real or personal and whether tangible, intangible or mixed.

(e) all proceeds and products of each of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all proceeds of

any insurance, indemnity, warranty or guaranty payable to the Mortgagor from time to time with respect to any of the foregoing.

Mortgagor hereby authorizes Mortgagee to file financing statements in all applicable jurisdictions naming Mortgagor as debtor and Mortgagee as secured party, and describing the collateral as "all assets" of Mortgagor.

5.2 Fixture Filing. As to those items of Subject Property described in this Mortgage that are, or are to become, fixtures related to the Real Property subject to this Mortgage hereby, it is intended as to those items that THIS MORTGAGE SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING from the date of its filing in the real estate records of the County of Shelby, in the State of Alabama. The name of the record owner of the Subject Property is HCR/RW HWC1, LLC, and HCC/RWV, LLC. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, at its address as set forth in page one of this Mortgage. This document covers goods which are or are to become fixtures. HCR/RW HWC1, LLC's organizational identification number is 7605613, and HCR/RW HWC1, LLC's organizational identification number is 7605605.

5.3 Representations. Mortgagor represents and agrees as follows:

(a) the Subject Property is to be used by Mortgagor solely for business purposes, being installed upon the Premises for Mortgagor's own use or as equipment and furnishings leased or furnished by Mortgagor, as landlord, to any tenants of the Subject Property;

(b) no financing statement covering any such Subject Property or any proceeds thereof is on file in any public office except pursuant hereto;

(c) the remedies of Mortgagee hereunder are cumulative and separate, and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any one or more of the remedies provided for herein or under the Code and shall not be construed as a waiver of any other rights of Mortgagee including having such Subject Property deemed part of the realty upon any foreclosure thereof;

(d) the filing of a financing statement pursuant to the Code shall never impair the stated intention of this Mortgage that all Subject Property, as well as all awards, insurance payments, Rents and Leases are, and at all times and for all purposes and in all proceedings both legal or equitable shall be regarded as, part of the Real Property subject to the Mortgage hereunder irrespective of whether such items are physically attached to the Real Property or any such items are referred to or reflected in a financing statement; and

(e) Mortgagor authorizes Mortgagee to file financing statements and amendments thereto that may from time to time be reasonably required by Mortgagee to establish, perfect and continue the priority of Mortgagee's security interest in the Subject Property and shall pay all expenses incurred by Mortgagee in connection with the renewal or extensions of any Financing Statements executed in connection with the Subject Property.

ARTICLE VI. DEFAULT PROVISIONS

6.1 Default. The occurrence of any of the following shall constitute a "Default" under this Mortgage: (a) Mortgagor shall fail to observe or perform any obligation or agreement contained herein and the same remains uncured for more than thirty (30) days after written notice from Mortgagee to Mortgagor; (b) any representation or warranty of Mortgagor herein shall prove to be incorrect, false or misleading in any material respect when made; or (c) any default in the payment or performance of any

obligation, or any defined event of default, under any provisions of any other Loan Documents, subject to any notice, grace or cure provisions set forth therein.

6.2 Rights and Remedies. Upon the occurrence of any Default, and at any time thereafter, Mortgagee shall have all the following rights and remedies:

(a) With or without notice, to declare all Secured Obligations immediately due and payable in full.

(b) With or without notice, without releasing Mortgagor from any Secured Obligation and without becoming a mortgagee in possession, to cure any Default of Mortgagor and, in connection therewith: (i) to enter upon the Subject Property and to do such acts and things as Mortgagee deems necessary or desirable to protect the security of this Mortgage, including without limitation, to appear in and defend any action or proceeding purporting to affect the security of this Mortgage or the rights or powers of Mortgagee hereunder; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of Mortgagee, is senior in priority to this Mortgage, the judgment of Mortgagee being conclusive as between the parties hereto; (iii) to obtain, and to pay any premiums or charges with respect to, any insurance required to be carried hereunder; and (iv) to employ counsel, accountants, contractors and other appropriate persons to assist Mortgagee.

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this Mortgage or to obtain specific enforcement of the covenants of Mortgagor under this Mortgage, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy. For the purposes of any suit brought under this subsection, Mortgagor waives the defenses of laches and any applicable statute of limitations.

(d) To sell the Subject Property or any part thereof at public outcry to the highest bidder for cash in front of the courthouse door in the county or counties, as may be required, where the Subject 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 Subject 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 Mortgagee or any person conducting the sale for Mortgagee is authorized to execute to the purchaser at said sale a deed to the Subject Property so purchased. Mortgagee may bid at said sale and purchase the Subject Property, or any part thereof, if the highest bidder therefor. At the foreclosure sale, the Subject 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 Mortgagee may elect.

(e) To apply to a court of competent jurisdiction for and obtain appointment of a receiver of the Subject Property without bond as a matter of strict right and without regard to: (i) the adequacy of the security for the repayment of the Secured Obligations; (ii) the existence of a declaration that the Secured Obligations are immediately due and payable; or (iii) the filing of a notice of default; and Mortgagor consents to such appointment.

(f) To take and possess all documents, books, records, papers and accounts of Mortgagor or the then owner of the Subject Property; to make or modify Leases of, and other agreements with respect to, the Subject Property upon such terms and conditions as Mortgagee deems proper; and to make repairs, alterations and improvements to the Subject Property deemed necessary, in Mortgagee's judgment, to protect or enhance the security hereof.

(g) To resort to and realize upon the Subject Property and any other security now or later held by Mortgagee concurrently or successively and in one or several consolidated or independent actions, including without limitation, to commence foreclosure of this Mortgage by judicial action or by

the exercise of such other remedies as may be available at law or equity. Mortgagor hereby (i) authorizes and empowers Mortgagee to foreclose this Mortgage by action pursuant to the Alabama Statutes, and (ii) grants to Mortgagee a power of sale to sell the Subject Property at public sale, and execute and deliver to the purchaser or purchasers deeds of conveyance pursuant to the Alabama Statutes, and to apply the proceeds received in accordance with the Section hereof entitled Application of Foreclosure Sale Proceeds, all in such order and manner as Mortgagee shall determine in its sole discretion.

(h) Upon sale of the Subject Property at any judicial foreclosure, Mortgagee may credit bid (as determined by Mortgagee in its sole discretion) all or any portion of the Secured Obligations. In determining such credit bid, Mortgagee may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Subject Property as such appraisals may be discounted or adjusted by Mortgagee in its sole underwriting discretion; (ii) expenses and costs incurred by Mortgagee with respect to the Subject Property prior to foreclosure; (iii) expenses and costs which Mortgagee anticipates will be incurred with respect to the Subject Property after foreclosure, but prior to resale, including without limitation, costs of structural reports and other due diligence, costs to carry the Subject Property prior to resale, costs of resale (e.g., commissions, attorneys' fees, and taxes), hazardous materials clean-up and monitoring, deferred maintenance, repair, refurbishment and retrofit, and costs of defending or settling litigation affecting the Subject Property; (iv) declining trends in real property values generally and with respect to properties similar to the Subject Property; (v) anticipated discounts upon resale of the Subject Property as a distressed or foreclosed property; (vi) the existence of additional collateral, if any, for the Secured Obligations; and (vii) such other factors or matters that Mortgagee deems appropriate. Mortgagor acknowledges and agrees that: (A) Mortgagee is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (B) this Section does not impose upon Mortgagee any additional obligations that are not imposed by law at the time the credit bid is made; (C) the amount of Mortgagee's credit bid need not have any relation to any loan-to-value ratios specified in any agreement between Mortgagor and Mortgagee or previously discussed by Mortgagor and Mortgagee; and (D) Mortgagee's credit bid may be, at Mortgagee's sole discretion, higher or lower than any appraised value of the Subject Property.

6.3 Application of Foreclosure Sale Proceeds. After deducting all costs, fees and expenses of sale, including costs of evidence of title and attorneys' fees in connection with a sale, all proceeds of any foreclosure sale shall be applied first, to payment of all Secured Obligations (including without limitation, all sums expended by Mortgagee under the terms hereof and not then repaid, with accrued interest at the highest rate per annum payable under any Secured Obligation), in such order and amounts as Mortgagee in its sole discretion shall determine; and the remainder, if any, to the person or persons legally entitled thereto.

6.4 Application of Other Sums. All Rents or other sums received by Mortgagee or any agent or receiver hereunder, less all costs and expenses incurred by Mortgagee or such agent or receiver, including reasonable attorneys' fees, shall be applied to payment of the Secured Obligations in such order as Mortgagee shall determine in its sole discretion; provided however, that Mortgagee shall have no liability for funds not actually received by Mortgagee.

6.5 No Cure or Waiver. Neither Mortgagee's or any receiver's entry upon and taking possession of the Subject Property, nor any collection of Rents, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise of any other right or remedy by Mortgagee or any receiver shall impair the status of the security of this Mortgage, or cure or waive any breach, Default or notice of default under this Mortgage, or nullify the effect of any notice of default or sale (unless all Secured Obligations and any other sums then due hereunder have been paid in full and Mortgagor has cured all other Defaults), or prejudice Mortgagee in the exercise of any right or remedy, or be construed as an affirmation by Mortgagee of any tenancy, lease or option of the Subject Property or a subordination of the lien of this Mortgage.

6.6 Costs, Expenses and Attorneys' Fees. Mortgagor agrees to pay to Mortgagee immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including court costs and reasonable attorneys' fees (to include outside counsel fees), expended or incurred by Mortgagee pursuant to this Article VI, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Mortgagee or any other person) relating to Mortgagor or in any way affecting any of the Subject Property or Mortgagee's ability to exercise any of its rights or remedies with respect thereto. All of the foregoing shall be paid by Mortgagor with interest from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation.

6.7 Power to File Notices and Cure Defaults. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns as Mortgagor's true attorney-in-fact to perform any of the following powers, which agency is coupled with an interest: (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest; and (b) upon the occurrence of any event, act or omission which with the giving of notice or the passage of time, or both, would constitute a Default, to perform any obligation of Mortgagor hereunder; provided however, that Mortgagee, as such attorney-in-fact, shall only be accountable for such funds as are actually received by Mortgagee, and Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to act under this Section.

6.8 Remedies Cumulative; No Waiver. All rights, powers and remedies of Mortgagee hereunder are cumulative and are in addition to all rights, powers and remedies provided by law or in any other agreements between Mortgagor and Mortgagee. No delay, failure or discontinuance of Mortgagee in exercising any right, power or remedy hereunder shall affect or operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy.

ARTICLE VII. MISCELLANEOUS PROVISIONS

7.1 No Merger. No merger shall occur as a result of Mortgagee's acquiring any other estate in, or any other lien on, the Subject Property unless Mortgagee specifically consents to a merger in writing.

7.2 Execution of Documents. Mortgagor agrees, upon demand by Mortgagee, to execute any and all documents and instruments required to effectuate the provisions hereof.

7.3 Right of Inspection. Mortgagee or its agents or employees may enter onto the Subject Property at any reasonable time for the purpose of inspecting the Subject Property and ascertaining Mortgagor's compliance with the terms hereof.

7.4 Notices. All notices, demands, requests, and other communications desired or required to be given hereunder ("Notices") shall be in writing and shall be given in accordance with the terms of the Mortgage by: (i) hand delivery to the address for Notices; (ii) delivery by overnight courier service to the address for Notices; or (iii) sending the same by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the address for Notices. All Notices shall be deemed given and effective upon the earliest to occur of: (x) the hand delivery of such Notice to the address for Notices; (y) one business day after the deposit of such Notice with an overnight courier service by the time deadline for next day delivery addressed to the address for Notices; or (z) three business days after depositing the Notice in the United States mail as set forth in (iii) above. All Notices shall be addressed to the following addresses:

To Mortgagee: c/o Physicians Realty Trust
309 N. Water Street, Suite 500
Milwaukee, Wisconsin 53202
Attn: John T. Thomas, President & CEO

With copy to: c/o Physicians Realty Trust
309 N. Water Street, Suite 500
Milwaukee, Wisconsin 53202
Attn: General Counsel

And to:

Burr & Forman LLP
420 North 20th Street, Suite 3400
Birmingham, AL, 35201
Attn: Jeff Baker

To Mortgagor: c/o Corporate Realty
60 14th Street South, Suite 104
Birmingham, AL 35233
Attention: Robert Simon

With copy to: Dentons Sirote PC
2311 Highland Avenue South
Birmingham, AL 35205
Attn: Tom Ansley

or to such other persons or at such other place as any party hereto may by Notice designate as a place for service of Notice. The “copy to” Notice to be given as set forth above is a courtesy copy only; and a Notice given to such person is not sufficient to effect giving a Notice to the principal party, nor does a failure to give such a courtesy copy of a Notice constitute a failure to give Notice to the principal party.

7.5 Covenants Run with the Land. All the covenants hereof shall run with the land.

7.6 Successors; Assignment. This Mortgage shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto; provided however, that this Section does not waive the provisions of the Section hereof entitled Due on Sale or Encumbrance. Mortgagee reserves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, Mortgagee’s rights and benefits under the Note, any and all other Secured Obligations and this Mortgage. In connection therewith, Mortgagee may disclose all documents and information which Mortgagee now has or hereafter acquires relating to the Subject Property, all or any of the Secured Obligations and/or Mortgagor and, as applicable, any partners, joint venturers or members of Mortgagor, whether furnished by any Mortgagor or otherwise.

7.7 Mortgagee’s Lien for Service Charge and Expenses. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, liquidated damages, expenses, and advances due to or incurred by Mortgagee in connection with the loan to be secured hereby.

7.8 Rules of Construction. (a) When appropriate based on the identity of the parties or other circumstances, the masculine gender includes the feminine or neuter or both, and the singular number includes the plural; (b) the term "Subject Property" means all and any part of or interest in the Subject Property; (c) all Section headings herein are for convenience of reference only, are not a part of this Mortgage, and shall be disregarded in the interpretation of any portion of this Mortgage; (d) if more than one person or entity has executed this Mortgage as "Mortgagor," the obligations of all such Mortgagors hereunder shall be joint and several; and (e) all terms of Exhibit A, and each other exhibit and/or rider attached hereto and recorded herewith, are hereby incorporated into this Mortgage by this reference.

7.9 Severability of Provisions. If any provision of this Mortgage shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Mortgage.

7.10 Business Purpose. Mortgagor covenants and agrees that the indebtedness secured by this Mortgage, and the proceeds of such indebtedness, are for business purposes only.

7.11 Recourse to Separate Property. Any married person who executes this Mortgage as a Mortgagor and who is obligated under any Secured Obligation agrees that any money judgment which Mortgagee obtains pursuant to the terms of this Mortgage or any other obligation of that married person secured by this Mortgage may be collected by execution upon all marital property of Mortgagor and Mortgagor's spouse and all of the individual property of Mortgagor.

7.12 Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Alabama.

7.13 Amendments. This Mortgage, together with any Loan Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth herein. No alteration or amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound thereby.

7.14 Further Assurances – Recording and Filing. At any time, and from time to time, upon request of Mortgagee, Mortgagor will make, executed and deliver, or will cause to be made, executed or delivered, to Mortgagee or to Mortgagee's designee, and when requested by Mortgagee, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Mortgagee may deem appropriate, any and all such deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurances, certificates, and other documents as may, in the sole opinion of Mortgagee, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve: (a) Mortgagor's obligations under the Note, this Mortgage, and the Loan Documents; and (b) the liens and security interests created by this Mortgage as first and prior liens on the Subject Property, whether now owned or hereafter acquired by Mortgagor. Unless prohibited by law or Mortgagee agrees to the contrary in writing, Mortgagor shall reimburse Mortgagee for all costs and expenses incurred in connection with the matters referred to in this Section. If Mortgagor fails to do any of the things referred to in this Section, Mortgagee may do so for and in the name of Mortgagor and at Mortgagor's expense. For such purposes, Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's attorney-in-fact for the purposes of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Mortgagee's sole opinion, to accomplish the matters referred to in this Section. Every power of attorney shall be irrevocable and unaffected by the Mortgagor so long as any part of the Secured Obligations remains unpaid or unperformed.

7.15 Releases. Upon payment in full of an agreed upon release price, and all other obligations set forth in the applicable Loan Documents, Mortgagee hereby agrees to execute and deliver to Mortgagor for recording a proper partial release of this Mortgage upon a Mortgagee-approved subdivision of the

Real Property. Any such partial release shall not, in any manner, affect or impair the lien or priority of this Mortgage as to the remainder of the Real Property not so released.

ARTICLE VIII. SPECIAL COVENANTS OF MORTGAGOR.

8.1 Certain Definitions. For convenience of reference, the following definitions shall be applicable to this Article VIII:

“North Tower” means, collectively (i) that certain 252,055 rentable square foot office building located on the North Tower Parcel, and (ii) that certain 449 stall parking garage located on the North Tower Parcel adjacent to and serving said office building. For the avoidance of doubt, the North Tower does not constitute a part of the Subject Property.

“North Tower Owner” means Regions Bank, or any successor thereto, as owner of fee simple title to the North Tower and North Tower Parcel.

“North Tower Parcel” means that certain parcel of land described in Exhibit C attached hereto. For the avoidance of doubt, the North Tower Parcel does not constitute a part of the Subject Property.

“Parcel B” means that portion of the Real Property described as “Parcel B” in Exhibit A attached hereto.

“Parcel B Owner” means Mortgagor HCC/RWV, LLC, a Delaware limited liability company, as owner of fee simple title to Parcel B.

“PUD Amendment” means Ordinance Number 23-2634 of the City of Hoover, Alabama, including all exhibits, schedules and attachments thereto.

“South Tower” means, collectively, (i) that certain 176,668 rentable square foot office building located on the South Tower Parcel, and (ii) that certain elevated, enclosed bridge building forming a part of the South Tower and connecting the North Tower and the South Tower to one another as a common area amenity, and (iii) that certain 573 stall parking garage located on the South Tower Parcel adjacent to and serving said office building.

“South Tower Owner” means Mortgagor HCR/RW HWC1, LLC, a Delaware limited liability company, as owner of fee simple title to the South Tower and South Tower Parcel.

“South Tower Parcel” means that portion of the Real Property described as “South Tower Parcel” or “Parcel A-S” in Exhibit A attached hereto.

8.2 Separation of South Tower. In order to enhance the possibility of direct investment in the South Tower Parcel by Mortgagee or its affiliates, as either a lender or as a prospective purchaser, Mortgagor and Mortgagee mutually desire that the South Tower be segregated from the North Tower as an independently functioning outpatient medical facility. Accordingly, Mortgagor hereby covenants and agrees that within ninety (90) days after the Closing Date Mortgagor shall, to the extent not accomplished to the satisfaction of Mortgagee on the Closing Date, achieve the following development milestones:

(a) Mortgagor shall cause the South Tower Parcel to be established as a separate legally conveyable parcel of land having boundaries and other physical characteristics acceptable to Mortgagee, in compliance with all legal and regulatory requirements of governmental authorities having jurisdiction thereof. Mortgagor hereby agrees that Mortgagee shall have the right to approve, in its

reasonable business judgment, all physical and legal characteristics of the South Tower Parcel, which may include the adjustment of existing boundaries of the South Tower Parcel.

(b) Mortgagor shall have established all such covenants, conditions, easements and restrictions between and among the South Tower Parcel, the North Tower Parcel, and Parcel B, in form and content acceptable to Mortgagee in its reasonable business judgment, as Mortgagee shall deem necessary to the ownership, use, operation and development of the South Tower Parcel as an independently functioning outpatient medical facility. Mortgagor shall cause all such covenants, conditions, easement and restrictions to be submitted to Mortgagee for its review and approval prior to the execution and recording thereof.

(c) Mortgagor shall have established all such shared services agreements or similar agreements with the North Tower Owner, in form and content acceptable to Mortgagee in the exercise of its reasonable business judgment, as may be necessary to the ownership, use, operation and development of the South Tower as an independently functioning outpatient medical facility. Within thirty (30) days after the Closing Date, Mortgagor shall provide to Mortgagee a written assessment describing in detail the extent to which the North Tower and the South Tower are dependent upon one another for any physical infrastructure or shared services necessary to their current operation, together with an analysis of the costs associated with the provision of any shared services and the methodology by which such costs are proposed to be allocated. Mortgagor shall cause all such shared services or similar agreements to be submitted to Mortgagee for its review and approval prior to the execution thereof by Mortgagor.

(d) Mortgagor shall have taken all such steps as Mortgagee may require in order to cause the PUD Amendment to become fully effective as to the entirety of the North Tower Parcel, the South Tower Parcel and Parcel B including, without limitation, causing the North Tower Parcel to be joined thereto, and causing all conditions expressed therein to be timely satisfied.

(e) Mortgagor shall have obtained from the Riverchase Business Association such amendments to, or releases from, the Riverchase Business Covenants as Mortgagee may deem necessary or desirable for the development of the North Tower Parcel, the South Tower Parcel, and Parcel B in accordance with the development regime contemplated by the PUD Amendment.

All of the foregoing milestones may be achieved by independent agreements, or by the amendment of any agreements in existence on the Closing Date, all as deemed acceptable by Mortgagee in its reasonable business judgment, consistent with the mutual desire of Mortgagor and Mortgagee to achieve the development regime contemplated by the PUD Amendment.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be properly executed and delivered as of the date first set forth above.

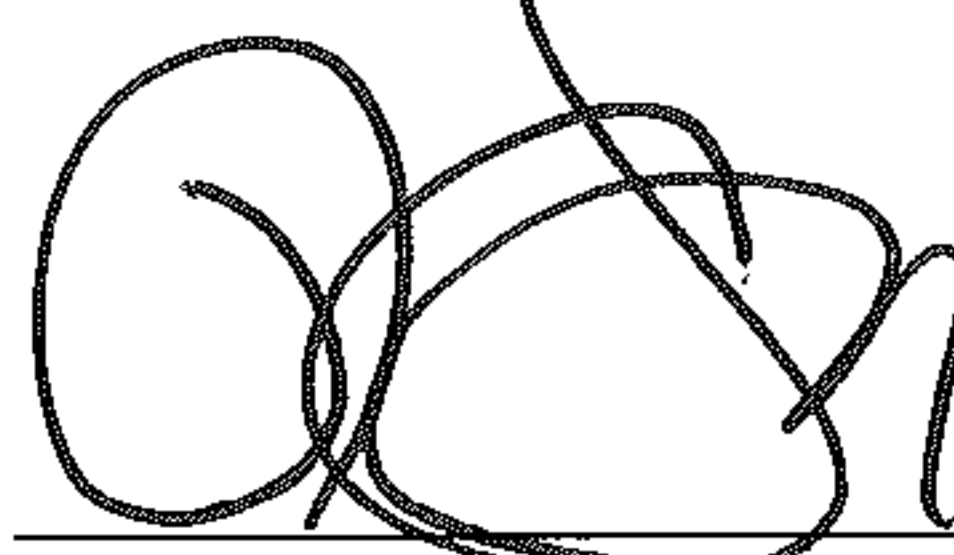
[No further text on this page. Signature pages follow.]

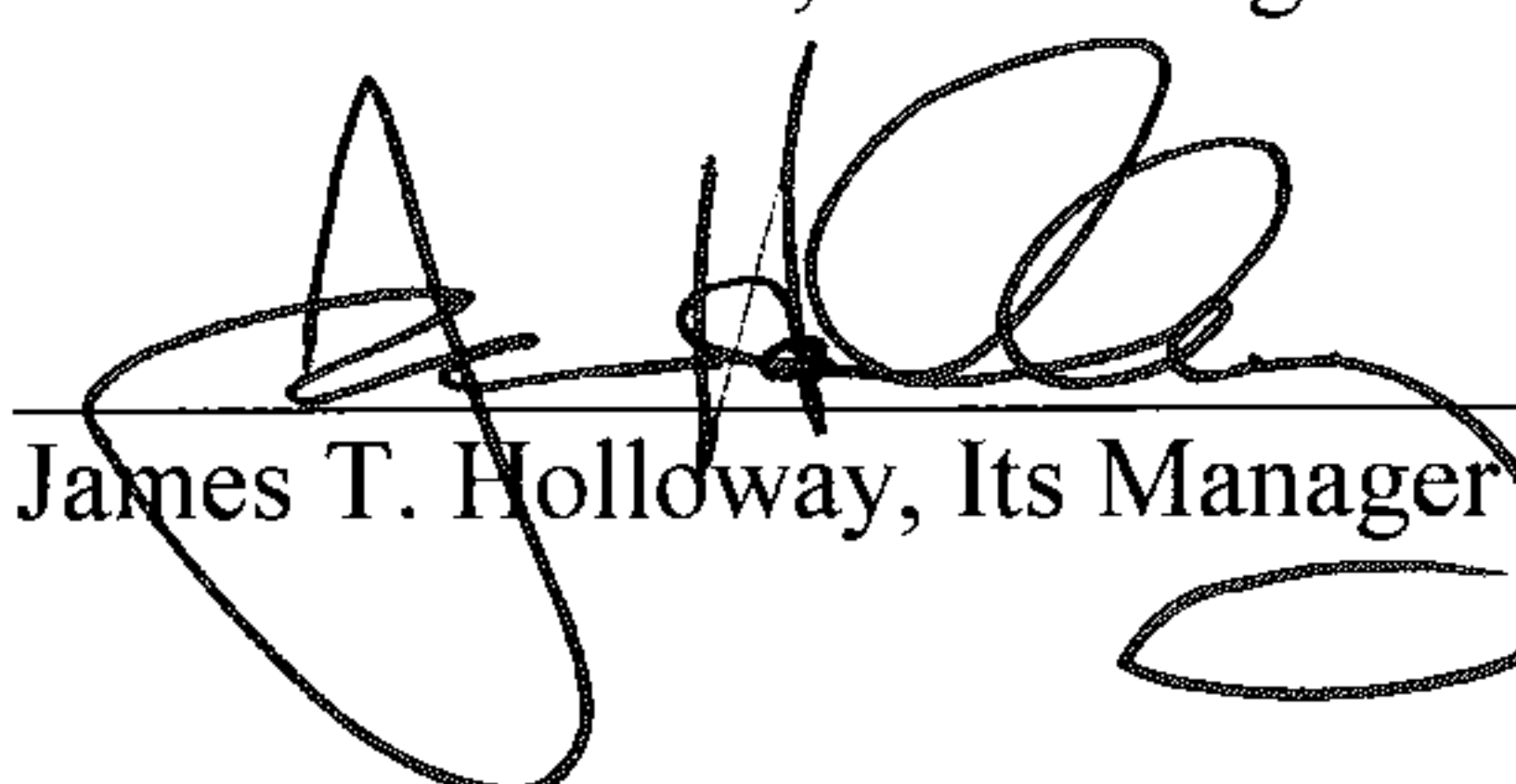
**SIGNATURE PAGE TO
MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

MORTGAGOR:

HCR/RW HWC1, LLC, a Delaware limited liability company

By: Riverwalk Parcel A Holdings, LLC, a Delaware limited liability company, its sole member

By: 
Robert A. Simon, Its Manager

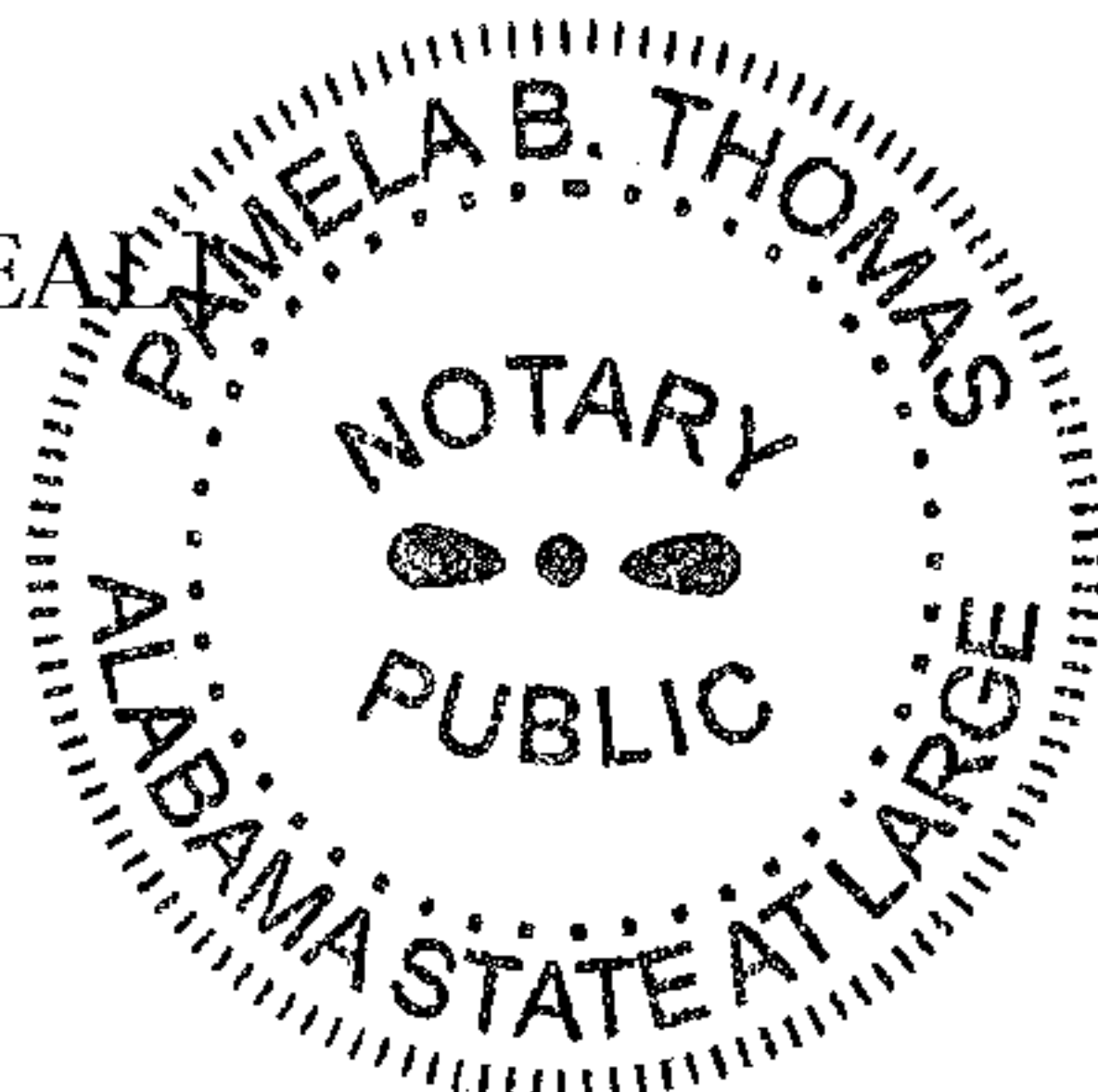
By: 
James T. Holloway, Its Manager

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that Robert A. Simon and James T. Holloway, whose names as Managers of Riverwalk Parcel A Holdings, LLC, a Delaware limited liability company, in its capacity as sole member of HCR/RW HWC1, LLC, a Delaware limited liability company, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such Managers and with full authority, executed the same voluntarily for and as the act of said company, acting in its capacity as sole member as aforesaid.

Given under my hand and official seal this 12 day of January, 2024.

[AFFIX SEAL]




Notary Public
My Commission Expires: _____

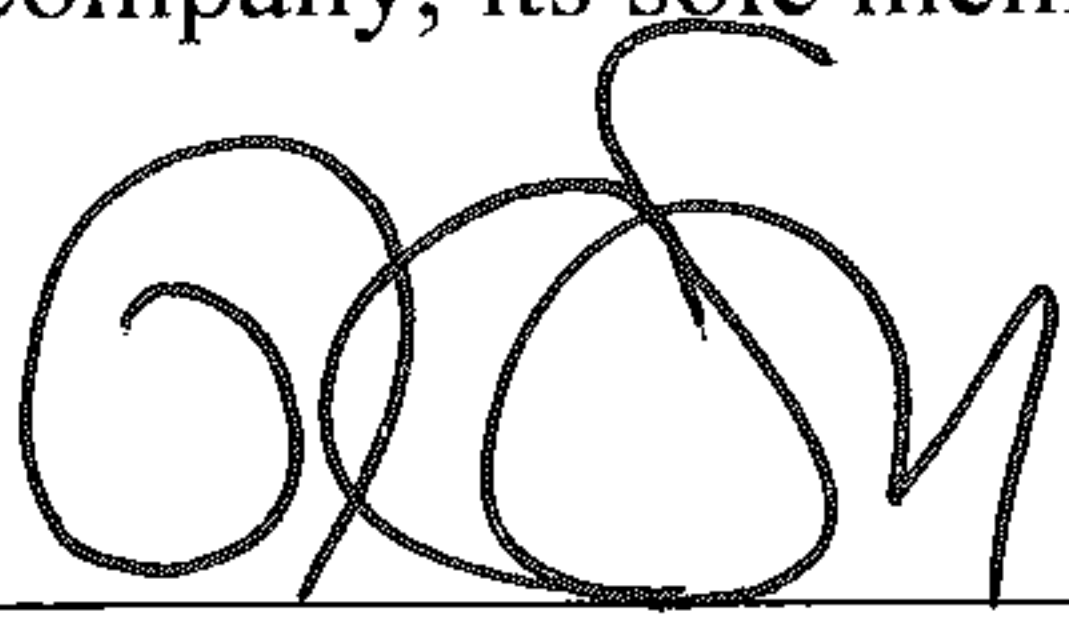
MY COMMISSION EXPIRES SEPTEMBER 22, 2025

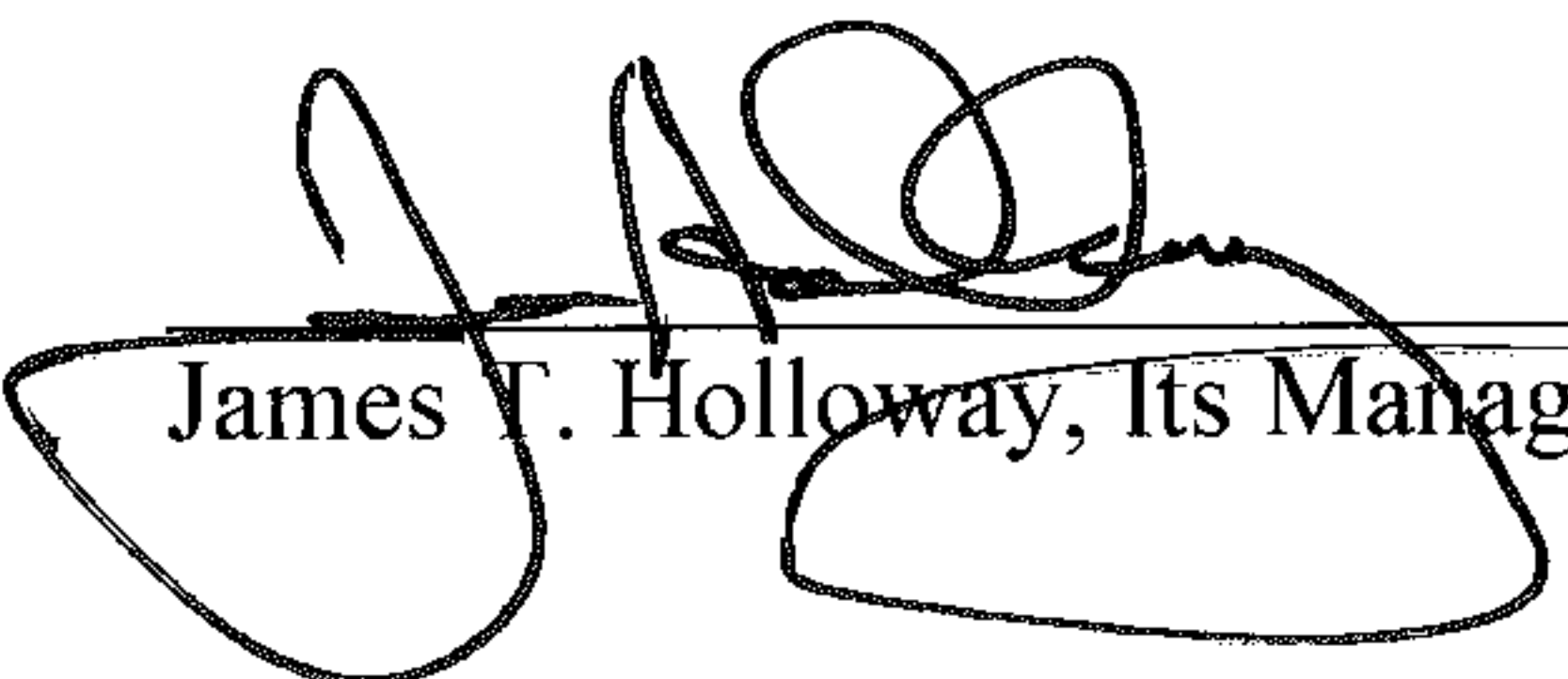
**SIGNATURE PAGE TO
MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

MORTGAGOR:

HCC/RWV, LLC, a Delaware limited liability company

By: Riverwalk Parcel B Holdings, LLC, a Delaware limited liability company, its sole member

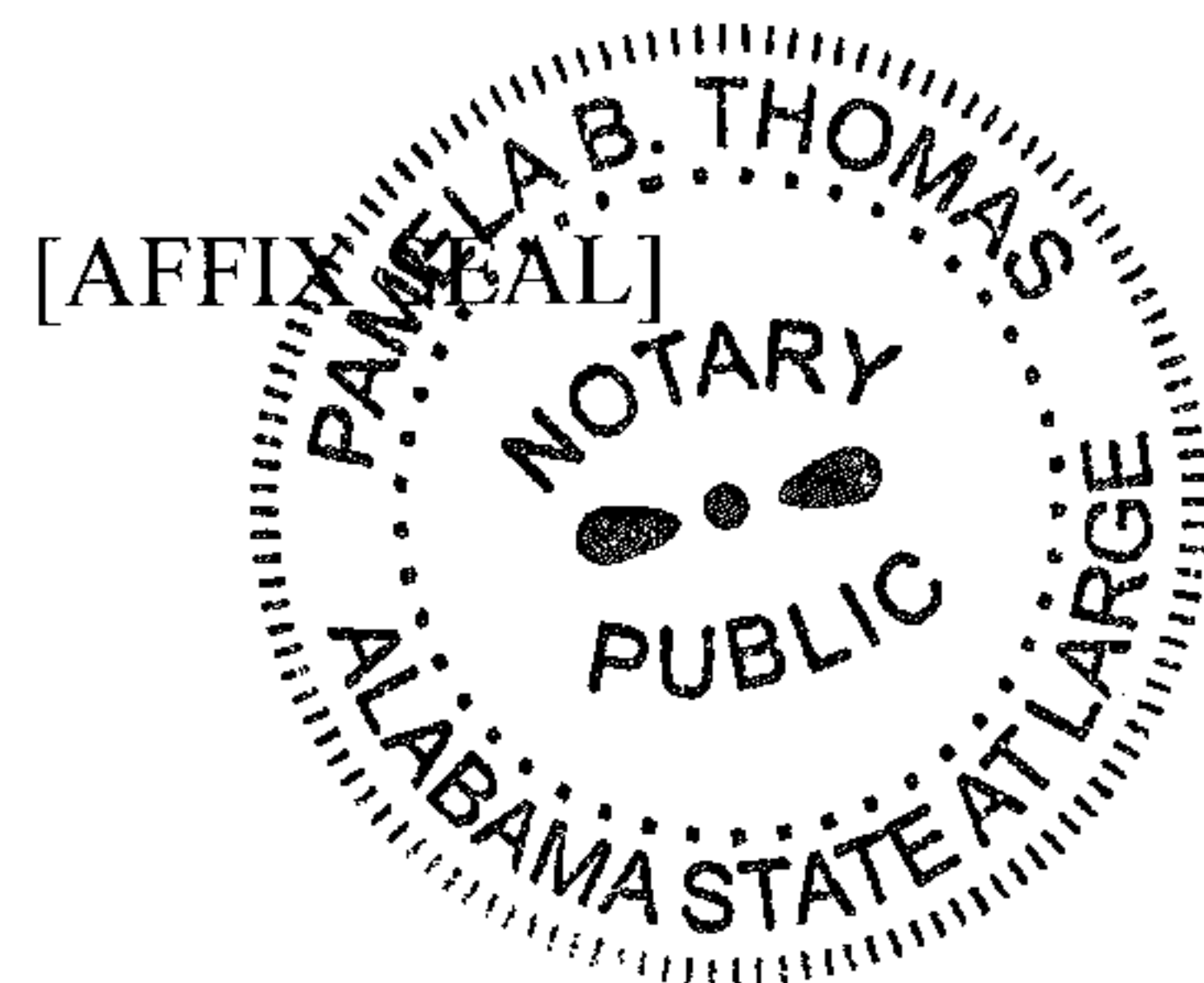
By: 
Robert A. Simon, Its Manager

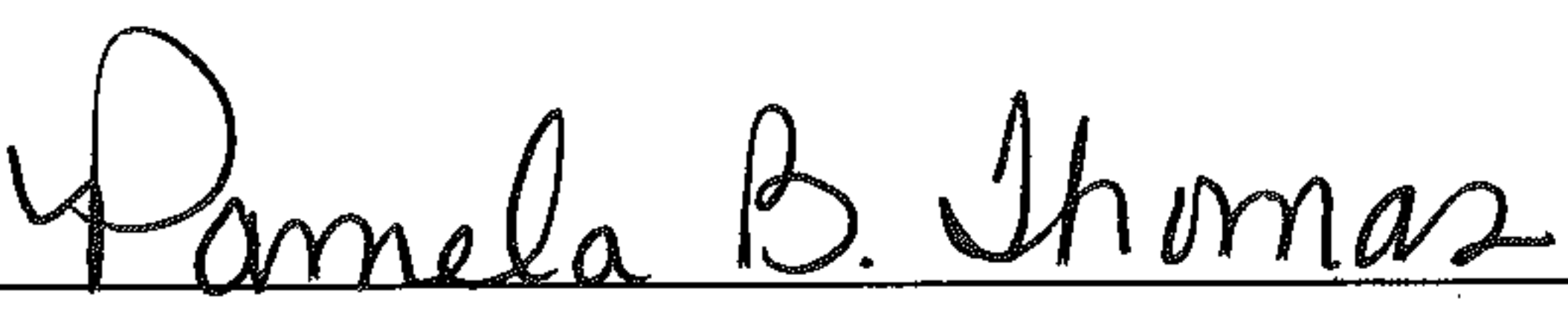
By: 
James T. Holloway, Its Manager

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that Robert A. Simon and James T. Holloway, whose names as Managers of Riverwalk Parcel B Holdings, LLC, a Delaware limited liability company, in its capacity as sole member of HCC/RWV, LLC, a Delaware limited liability company, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such Managers and with full authority, executed the same voluntarily for and as the act of said company, acting in its capacity as sole member as aforesaid.

Given under my hand and official seal this 12 day of January, 2024.




Notary Public
My Commission Expires: _____

MY COMMISSION EXPIRES SEPTEMBER 22, 2025

EXHIBIT A**Legal Description of Real Property****I. Parcel A-S**

Commence at a 1/2" Rebar lying on the West right-of-way line of Interstate 65 and the Northeast corner of Lot 1, of AmSouth Riverchase, as per plat recorded in Map Book 18, Page 83 in the Office of the Judge of Probate of Shelby County, Alabama; thence departing said West right-of-way line, run along the North line of said Lot 1, S 79°44'36" W, 901.61 feet to a point; thence departing said North line run S 16°59'38" E, 232.86 feet to a point; thence run N 73°08'48" E, 25.87 feet to a point; thence run S 16°58'12" E, 84.39 feet to a point; thence run N 72°55'32" E, 217.17 feet to a point; thence run S 17°06'45" E, 91.28 feet to a point; thence run N 72°58'01" E, 157.37 feet to a point; thence run S 17°03'54" E, 154.89 feet to a point; thence run S 73°00'47" W, 608.87 feet to a point; thence run S 17°16'27" E, 269.90 feet to a point; thence run S 77°53'09" W, 319.67 feet to a point; thence run S 05°58'18" E, 4.05 feet to the Point of Beginning; thence continue S 05°58'18" E, 213.10 feet to a point; thence run S 89°58'02" E, 119.69 feet to a point; thence run S 00°12'00" W, 240.34 feet to a point; thence run N 90°00'00" W, 142.24 feet to a point; thence run N 00°05'17" E, 54.64 feet to a point; thence run S 89°55'27" W, 77.07 feet to a point; thence run S 00°03'24" W, 52.99 feet to a point; thence run N 90°00'00" W, 162.31 feet to a point; thence run S 00°00'00" E, 16.51 feet to a point; thence run S 82°58'57" W, 44.77 feet to a point; thence run S 07°01'03" E, 59.77 feet to a point; thence run S 83°00'21" W, 368.32 feet to a point; thence run N 06°59'39" W, 250.18 feet to a point; thence run N 82°58'36" E, 373.58 feet to a point; thence run N 00°11'29" W, 71.20 feet to a point; thence run S 89°58'02" E, 217.72 feet to a point; thence run N 05°58'18" W, 190.55 feet to a point; thence run N 78°00'41" E, 18.70 feet to a point; thence run S 11°57'31" E, 13.17 feet to a point; thence run N 78°00'29" E, 54.17 feet to a point; thence run N 11°57'31" W, 13.17 feet to a point; thence run N 78°00'41" E, 34.78 feet to the Point of Beginning.

Said described land lying and being situated in Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, and contains 4.95 acres (215,435.91 S.F.), more or less.

II. Parcel B

Lot 2 of AmSouth Riverchase, as per plat recorded in Map Book 18, Page 83 in the Office of the Judge of Probate of Shelby County, Alabama.

Said described land lying and being situated in Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, and contains 4.46 acres (194,236.03 S.F.), more or less.

AND ALSO:

Lot 1 of AmSouth Riverchase, as per plat recorded in Map Book 18, Page 83 in the Office of the Judge of Probate of Shelby County, Alabama.

LESS & EXCEPT:

Parcel A-N, being more particularly described as follows:

Commence at a 1/2" Rebar lying on the West right-of-way line of Interstate 65 and the Northeast corner of Lot 1, of AmSouth Riverchase, as per plat recorded in Map Book 18, Page 83 in the Office of the Judge of Probate of Shelby County, Alabama; thence departing said West right-of-way line, run along the North line of said Lot 1, S 79°44'36" W, 901.61 feet to the Point of Beginning; thence departing said North line run S 16°59'38" E, 232.86 feet to a point; thence run N 73°08'48" E, 25.87 feet to a point; thence run S 16°58'12" E, 84.39 feet to a point; thence run N 72°55'32" E, 217.17 feet to a point; thence run S 17°06'45" E, 91.28 feet to a point; thence run N 72°58'01" E, 157.37 feet to a point; thence run S 17°03'54" E, 154.89 feet to a point; thence run S 73°00'47" W, 608.87 feet to a point; thence run S 17°16'27" E, 269.90 feet to a point; thence run S 77°53'09" W, 319.67 feet to a point; thence run

S 05°58'18" E, 4.05 feet to a point; thence run S 78°00'41" W, 34.78 feet to a point; thence run S 11°57'31" E, 13.17 feet to a point; thence run S 78°00'29" W, 54.17 feet to a point; thence run N 11°57'31" W, 13.17 feet to a point; thence run S 78°00'41" W, 18.70 feet to a point; thence run N 05°58'18" W, 3.98 feet to a point; thence run S 78°01'44" W, 136.10 feet to a point; thence run N 11°34'32" W, 124.85 feet to a point; thence run N 77°57'56" E, 159.90 feet to a point; thence run N 17°34'46" W, 111.63 feet to a point; thence run S 82°58'11" W, 789.32 feet to a point lying on a 291.64-foot radius curve concave Northwesterly and the Southerly right-of-way line of Parkway Office Circle; thence run along said Southerly right-of-way line the following five (5) courses: thence Northeasterly along the arc of said curve, 146.33 feet to a point (chord bears N 42°48'49" E, 144.80 feet); thence N 28°25'27" E, 139.14 feet to a point lying on a 470.00-foot radius curve concave Southeasterly; thence Northeasterly along the arc of said curve 414.50 feet to a point (chord bears N 53°39'07" E, 401.19 feet); thence N 78°53'55" E, 387.73 feet to the PC of a 280.00-foot radius curve concave Northwesterly; thence run Northeasterly along the arc of said curve, 361.33 feet to a point (chord bears N 41°55'58" E, 336.77 feet); thence departing said Southerly right-of-way line, run N 79°44'36" E, 99.37 feet to the Point of Beginning.

AND ALSO LESS & EXCEPT:

Parcel A-S, being more particularly described as follows:

Commence at a 1/2" Rebar lying on the West right-of-way line of Interstate 65 and the Northeast corner of Lot 1, of AmSouth Riverchase, as per plat recorded in Map Book 18, Page 83 in the Office of the Judge of Probate of Shelby County, Alabama; thence departing said West right-of-way line, run along the North line of said Lot 1, S 79°44'36" W, 901.61 feet to a point; thence departing said North line run S 16°59'38" E, 232.86 feet to a point; thence run N 73°08'48" E, 25.87 feet to a point; thence run S 16°58'12" E, 84.39 feet to a point; thence run N 72°55'32" E, 217.17 feet to a point; thence run S 17°06'45" E, 91.28 feet to a point; thence run N 72°58'01" E, 157.37 feet to a point; thence run S 17°03'54" E, 154.89 feet to a point; thence run S 73°00'47" W, 608.87 feet to a point; thence run S 17°16'27" E, 269.90 feet to a point; thence run S 77°53'09" W, 319.67 feet to a point; thence run S 05°58'18" E, 4.05 feet to the Point of Beginning; thence continue S 05°58'18" E, 213.10 feet to a point; thence run S 89°58'02" E, 119.69 feet to a point; thence run S 00°12'00" W, 240.34 feet to a point; thence run N 90°00'00" W, 142.24 feet to a point; thence run N 00°05'17" E, 54.64 feet to a point; thence run S 89°55'27" W, 77.07 feet to a point; thence run S 00°03'24" W, 52.99 feet to a point; thence run N 90°00'00" W, 162.31 feet to a point; thence run S 00°00'00" E, 16.51 feet to a point; thence run S 82°58'57" W, 44.77 feet to a point; thence run S 07°01'03" E, 59.77 feet to a point; thence run S 83°00'21" W, 368.32 feet to a point; thence run N 06°59'39" W, 250.18 feet to a point; thence run N 82°58'36" E, 373.58 feet to a point; thence run N 00°11'29" W, 71.20 feet to a point; thence run S 89°58'02" E, 217.72 feet to a point; thence run N 05°58'18" W, 190.55 feet to a point; thence run N 78°00'41" E, 18.70 feet to a point; thence run S 11°57'31" E, 13.17 feet to a point; thence run N 78°00'29" E, 54.17 feet to a point; thence run N 11°57'31" W, 13.17 feet to a point; thence run N 78°00'41" E, 34.78 feet to the Point of Beginning.

Said described land lying and being situated in Sections 19, 20, & 30, Township 19 South, Range 2 West, Shelby County, Alabama, and contains 70.79 acres (3,083,794.38 S.F.), more or less.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/19/2024 10:14:10 AM
\$83.00 CHARITY
20240119000014600

Allen S. Bayl

EXHIBIT B

Permitted Encumbrances

1. Shelby County Taxes for the year 2024 and subsequent years, a lien not yet due and payable.
2. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the Land; together with all mining rights and other rights, privileges and immunities relating thereto.
3. Title to all minerals within and underlying the premises, together with all mining rights and other rights, Privileges and immunities relating thereto as recorded in Deed Book 127, Page 140 and Deed Book 5, Page 713.
4. Easement and right-of-way granted Alabama Gas Corporation recorded in Deed Book 205, Page 521, Shelby County, Alabama.
5. Right of way granted Alabama Power Company recorded in Deed Book 310, Page 595.
6. Covenants, restrictions and easements as set out in Deed Book 352, Page 176, Deed Book 315, Page 758 and Instrument No. 1993-05236.
7. Land use Agreement between The Harbert-Equitable Joint Venture and Blue Cross and Blue Shield of Alabama, recorded in Misc. Book 19, beginning at Page 690, in the Probate Office of Shelby County, as amended per Amendment to Agreement dated September 19, 1983, as recorded in Misc. Book 16, beginning at Page 64, in Shelby County and Amendment to Agreement dated December 20, 1991 and recorded in Real Volume 381, Page 465.
8. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business), records in Misc. Book 13, Page 50, as amended by Amendment No. 1 recorded in Misc. Book 15, beginning at Page 189, as further amended by Amendment No. 2, recorded in Misc. Book 19, beginning at Page 633.
9. Limitations of access between subject property and 1-65 as conveyed or relinquished to the State of Alabama.
10. Those certain Covenants, conditions, restrictions, limitations, easements and liens for assessments dated as of June 1, 1994 and recorded in Document No. 1994-17860, as amended on January __, 2024, by instrument recorded in Instrument No. _____.
11. Easements of varying widths and building set back lines as shown on Map Book 17, Page 10A through C and Map Book 17, Pages 8, 11 and 12 and Map Book 18, Page 83.
12. All matters as shown on survey prepared by Goodwyn Mills Cawood, LLC, dated 8/21/23 as last revised on January 12, 2024.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/18/2024 08:29:34 AM
\$60091.00 JOANN
20240118000013070

Allen S. Bayl