

Com-22-5682

MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FINANCING STATEMENT

by

THE ROCK CITY, INC., an Alabama non-profit corporation, as Mortgagor

in favor of

CITIZENS TRUST BANK, a Georgia banking corporation, as Lender

Dated as of May 20, 2024

Relating to that certain loan from Lender to Mortgagor in the original principal amount of \$6,250,000.00

THIS DOCUMENT SERVES AS A FIXTURE FILING UNDER THE UNIFORM COMMERCIAL
CODE - SECURED TRANSACTIONS AS ADOPTED BY THE STATE OF ALABAMA.

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

VIRGINIA BOLIEK
LAW OFFICE OF VIRGINIA BOLIEK, LLC
1301 PANORAMA DRIVE
BIRMINGHAM, AL 35216

This instrument is executed as required by the Articles of Incorporation,
Amendment to Articles of Incorporation and By-Laws of the mortgagor.

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FINANCING STATEMENT**

THIS MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (this "**Mortgage**"), is dated effective as of the 2nd day of May, 2024 (the "**Effective Date**"), and is made by **THE ROCK CITY, INC.**, an Alabama non-profit corporation (the "**Mortgagor**"), in favor of **CITIZENS TRUST BANK**, a Georgia banking corporation (the "**Lender**").

RECITALS:

A. Lender has made a loan to Mortgagor in the original principal amount of \$6,250,000.00 (the "**Loan**"), as evidenced by and more particularly described in that certain Promissory Note dated of even date herewith, executed by Mortgagor in favor of Lender, in the original principal amount of the Loan (the "**Note**").

B. The Note, this Mortgage, and any other documents, certifications, affidavits, guaranties, agreements, UCCs, or any other instruments or papers executed by Mortgagor, or any borrower, mortgagor, guarantor, or other party (each an "**Obligor**" and collectively, the "**Obligors**") or Lender in connection with the Loan, or as security for the repayment of the Loan, or to perfect or continue perfection of Lender's liens securing the Loan executed in connection with the Loan, together with all modifications and amendments thereto, are collectively referred to herein as the "**Loan Documents**."

NOW, THEREFORE, to secure the payment and performance of Obligors of all of their obligations (the "**Obligations**") now existing or hereafter arising under the Loan, the Note, and any of the other Loan Documents, and in order to charge the properties, interests and rights hereinafter described with such payment and performance and for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, **MORTGAGOR DOES BY THESE PRESENTS HEREBY GRANT, BARGAIN, SELL, ASSIGN AND CONVEY UNTO THE LENDER, ITS SUCCESSORS AND DOES HEREBY GRANT, TRANSFER, ALIEN, REMISE, ASSIGN, HYPOTHECATE, DEPOSIT, PLEDGE, SET OVER, CONFIRM, CONVEY AND WARRANT UNTO THE LENDER, ITS SUCCESSORS AND ASSIGNS, WITH POWER OF SALE**, a first priority purchase money security interest in all of Mortgagor's estate, right, title, and interest now owned or hereafter acquired in and to each of the following (all of such real, personal and mixed property herein described, whether affixed or annexed or not, and all rights hereby conveyed and mortgaged are intended so to be and are to be deemed included in the term the "**Mortgaged Property**" as used herein):

(a) All of all those certain pieces, parcels or tracts of land, of which Mortgagor is now seized and possessed, situated in Shelby County, Alabama, more particularly described on **Exhibit A** attached hereto and incorporated herein, together with all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages, timber, crops, oil, gas, and mineral rights, projections, appurtenances, water rights (including riparian and littoral rights), streets, ways, alleys, strips and gores of land now or hereafter in any way belonging to, adjoining, appurtenant to, crossing, or pertaining to the Land or in or to the air space over said land; and all claims or demands of the Mortgagor, at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively, the "**Land**");

(b) All buildings, betterments, structures, improvements, build-outs and fixtures of any nature now or hereafter constructed or located, in whole or in part, on the Land, regardless of whether physically affixed thereto or now or hereafter severed or capable of severance from the Land (collectively, the "**Improvements**"); provided, however, should the Land be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, the Improvements are limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended);

(c) All rights of Mortgagor in and to all awards or payments, including interest thereon and the right to receive the same, growing out of or resulting from any exercise of the power of eminent domain (including the taking of all or any part of the Land or the Improvements), or any alteration of the grade of any street upon which the Land abuts, or any other injury to, taking of, or decrease in the value of the Land or the Improvements or any part thereof;

(d) All rights of Mortgagor in and to any hazard, casualty, liability, or other insurance policy carried for the benefit of Mortgagor or Lender with respect to the Improvements, including without limitation any unearned premiums and all insurance proceeds or sums payable in lieu of or as compensation for any loss of or damage to all or any portion of the Improvements;

(e) All rights of Mortgagor in and to all supplies and building materials delivered to or located upon the Land or elsewhere and used or usable in connection with the construction or refurbishing of the Improvements;

(f) All intangible personal property now or hereafter owned by the Mortgagor, whether or not related to the Land or the Improvements, including, but not limited to, the following: all rights of Mortgagor in, to, under, by virtue of, arising from or growing out of any and all present or future contracts, contract rights, drafts, acceptances, instruments, deposit accounts, all accounts (as defined in the UCC), accounts receivable, letter-of-credit rights or letters of credit, rights to payment for money or funds advanced or sold, chattel paper, including but not limited to, rights to payment evidenced by chattel paper, investment property, commercial tort claims, insurance policies, permits, licenses, trade names, plans, specifications, appraisals, reports, paid fees, choses-in-action, subdivision restrictions or declarations, general intangibles, and other obligations of any kind whatsoever now or hereafter dealing with, affecting or concerning Mortgagor, and whether or not dealing with, affecting or concerning the Land, the Improvements or any portion thereof or interest therein including, without limitation, the following: (1) all contracts, plans, specifications and permits for or related to the Land or its development or the construction or refurbishing of the Improvements; (2) all agreements for the provision of utilities or services (including any reservation of capacity for utilities or services) to the Land or Improvements; (3) all payment, performance or other bonds; (4) all contracts, option agreements, right of first refusal agreements and other agreements now existing or hereafter made for the sale by Mortgagor of all or any of Mortgagor's personal property or for the sale of all or any portion of the Land or the Improvements, including any deposits paid by any purchasers (howsoever such deposits may be held) and any proceeds of such contracts and agreements, including any purchase-money notes and mortgages made by such purchasers; and (5) any declaration of condominium, restrictions, covenants, easements, other declarations or similar documents now or hereafter recorded against the title to all or any portion of the Land;

(g) All of Mortgagor's right, title, interest, estate, claim, or demand, either at law or in equity, in and to all architectural, engineering, land management, forestry, mitigation and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like, and all sewer and water taps, permits and allocations, agreements for utilities, bonds and sureties, relating to the Land or the Improvements or appurtenant facilities erected or to be erected upon or about the Land;

(h) All rents, income, issues and profits of the Land, the Improvements and other property subject to this Mortgage (collectively, the "**Rents**"), and all leases, subleases, tenancies, licenses, franchises and occupancy agreements of any nature whatsoever now or hereafter affecting the Land or the Improvements (collectively, the "**Leases**"), together with all guaranties of the Leases and all security deposits and prepaid rents under the Leases; provided, however, that if no Event of Default exists, the Mortgagor shall have a license (but limited as set forth in Section 17) to collect and receive all of such rents, profits, issues and revenues;

(i) All licenses, permits, authorizations or agreements and any other consents, approvals, and rights relating to the Land, whether presently held or hereafter acquired ("**Licenses and Permits**");

(j) All other tangible and intangible personal property and interests in personal property of Mortgagor of any kind or description now held by Lender or at any time hereafter transferred or delivered to, or coming into the possession, custody, or control of, Lender, or any agent or affiliate of Lender, whether expressly as collateral security or for any other purpose (whether for safekeeping, custody, collection or otherwise), and all dividends and distributions on or other rights in connection with any such property; and

(k) Any and all products and proceeds (including insurance proceeds and proceeds of proceeds) of any or all of the foregoing and all property that is within the definition of proceeds as it is defined in the UCC (defined below), including without limitation, whatever is received upon the use, lease, sale, exchange, collection, loss, destruction, any other utilization, or any disposition of any of the Mortgaged Property (defined above), whether cash or non-cash, and any other type or item of property, and all substitutions, additions, accessions, replacements, products, and renewals of, to, or for such property and all insurance therefor; and all supporting evidence and documents relating to any of the above-described tangible and intangible personal property of the Mortgagor, including, without limitation, records, computer programs, disks, tapes, microfilm, microfiche, and related electronic data processing media, and all rights of the custodian of such items to retrieve the same from third parties, including but not limited to all of Mortgagor's right, title and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media, written applications, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts, notes and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers, and cabinets in which the same are reflected or maintained. For the avoidance of doubt, the inclusion of "proceeds" as collateral does not authorize Mortgagor to sell, dispose of, or otherwise use the collateral in any manner not specifically authorized by this Mortgage or the other Loan Documents.

TO HAVE AND TO HOLD the Mortgaged Property, together with all the rights, privileges and appurtenances thereunto belonging, unto the Lender, its successors and assigns forever.

This Mortgage constitutes a security agreement within the meaning of, and shall create a security interest under, the Uniform Commercial Code - Secured Transactions as adopted by the State of Alabama, as in effect from time to time, or under the Uniform Commercial Code in force from time to time, in any other state to the extent the same is applicable law (collectively, the "**UCC**") with respect to the fixtures and other personal property included in the Mortgaged Property and all proceeds and products thereof, and all supporting obligations ancillary to or arising in any way in connection therewith (collectively, the "**Personal Property**"). A carbon, photographic or other reproduction of this Mortgage or of any financing statement shall be sufficient as a financing statement. Mortgagor's principal place of business or principal place of residence, as applicable, and Lender's address is set forth in Section 31 below. Mortgagor shall execute and deliver to Lender, in form and substance satisfactory to Lender, such financing statements, continuation statements and such further assurances as Lender may from time to time consider reasonably necessary to create, perfect, preserve and maintain in full force and effect Lender's lien upon the Personal Property. Lender, at the expense of Mortgagor, may cause such statements and assurances to be recorded and re-recorded, filed and re-filed, in the name of Mortgagor, and Mortgagor hereby constitutes and irrevocably appoints Lender its true and lawful attorney-in-fact, which appointment is coupled with an interest, with full power of substitution, and empowers such attorney or attorneys in the name of Mortgagor, but at the option of such attorney-in-fact, to execute and file any and all financing statements. In addition to the foregoing, Mortgagor hereby authorizes Lender at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements with or without signature of Mortgagor as authorized by applicable law, as applicable to the Mortgaged Property. For purposes of such filings, Mortgagor agrees to furnish any information requested by Lender promptly upon request of Lender. Mortgagor also ratifies its authorization for Lender to have filed any such initial financing statements, amendments thereto or continuation statements if filed prior to the date of this Mortgage. Mortgagor

hereby irrevocably constitutes and appoints Lender and any officer or agent of Lender, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Mortgagor or in Mortgagor's own name to execute in Mortgagor's name any such documents and to otherwise carry out the purposes of this Section, to the extent that Mortgagor's authorization above is not sufficient. To the extent permitted by law, Mortgagor hereby ratifies all acts such attorneys-in-fact shall lawfully do, have done in the past or cause to be done in the future by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

This Mortgage shall be effective as a financing statement filed as a fixture filing for purposes of Article 9 of the UCC. The fixture filing covers all goods that are or are to become affixed to the Land. The goods are described by item or type in the definition of "Mortgaged Property" above. The Mortgagor is the debtor, and the Lender is the secured party. The names of the debtor (Mortgagor) and the secured party (Lender) are given in the first paragraph of this Mortgage. This Mortgage is signed by the debtor (Mortgagor) as a fixture filing. The mailing address of the Lender set out in Section 31 is an address of the secured party from which information concerning the security interest may be obtained. The mailing address of the Mortgagor set out in Section 31 is a mailing address for the debtor. A statement indicating the types, or describing the items, of collateral is set forth in this section and on pages in the definition of "Mortgaged Property" above. The real estate to which the goods are or are to be affixed is described in **Exhibit A**. The Mortgagor is a record owner of the real estate.

The parties intend that this Mortgage shall continue in full force and effect until satisfied by a written satisfaction executed and delivered by Lender to Mortgagor after payment in full of all Obligations. The lien of this Mortgage shall secure all Obligations as more fully set forth herein together with any future advances or other extensions of credit in connection with the Loan.

Mortgagor specifically agrees as follows:

1. Recitals; Defined Terms. The parties agree that the foregoing Recitals are true and correct and incorporated herein by this reference. All capitalized terms not otherwise defined in this Mortgage shall have the meaning ascribed to such terms in the Loan Documents, as applicable.

2. Compliance with the Note and this Mortgage and Warranty of Title. Mortgagor shall comply with all provisions hereof, of the Note, and of all of the other Loan Documents, and will promptly pay to Lender the principal with interest thereon and all other sums required to be paid by Mortgagor under the Note, this Mortgage, and of all of the other Loan Documents. Mortgagor covenants and warrants that: (a) Mortgagor is lawfully seized in fee simple of the Land and Improvements, and is the lawful owner of, and has good title to, the remainder of the Mortgaged Property, and the Mortgagor has good right to mortgage, assign and grant a security interest in the Mortgaged Property as aforesaid; (b) the Mortgaged Property is not subject to any liens or encumbrances, other than, with respect solely to the Land, liens for ad valorem taxes which are not yet due and payable; (c) Mortgagor has lawful authority and power to convey, mortgage and encumber the Mortgaged Property; (d) Mortgagor shall forever warrant and defend title to the Mortgaged Property unto the Lender, its successors and assigns, against the claims of all persons whomsoever; (e) this Mortgage is and will remain a valid and enforceable first priority mortgage lien on, and security interest in, the Mortgaged Property, and (f) Mortgagor will provide such further assurances as may be necessary, convenient, or otherwise required to perfect Lender's first priority lien in the Mortgaged Property created, or intended to be created, by this Mortgage.

3. Payment of Taxes and Liens.

(a) Mortgagor shall pay promptly, when due, and shall promptly deliver to Lender receipts therefor, all taxes, assessments, rates, dues, charges, fees, impositions, obligations and encumbrances of every kind whatsoever now or hereafter imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon or against this Mortgage or the Obligations or other sums secured hereby, or upon or against the interest of Lender in the Mortgaged Property, as well as all income taxes, assessments and other governmental charges levied or imposed by any taxing authority upon or against Mortgagor, the Mortgaged Property or any part thereof and any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property.

(b) Mortgagor shall not permit any mortgage (other than this Mortgage), mechanics', laborer's, materialmen's, statutory or other lien to be created or to remain a lien upon any of the Mortgaged Property.

(c) Mortgagor shall promptly pay all yearly taxes, assessments, insurance premiums, and other similar charges against or otherwise related to the Mortgaged Property as they become due (before any interest attaches or any penalty is incurred) and shall deliver written proof of such payment to Lender within thirty (30) days after the due date. If Mortgagor shall fail to pay any such taxes, assessments, insurance premiums, or other similar charges as required pursuant to the terms of this Mortgage, upon demand by Lender, Mortgagor shall deliver to Lender such monies as are required to pay such taxes, assessments, insurance premiums, and other similar charges, and Lender may require that Mortgagor make monthly deposits with Lender for such taxes, assessments, insurance premiums, or other similar charges due on the Mortgaged Property (as based on prior tax years) in an amount equal to the total amount of such taxes, assessments, insurance premiums, or other similar charges due on the Mortgaged Property, divided by the number of months to elapse before one month prior to the date when such taxes, assessments, insurance premiums, or other similar charges will become delinquent. Such deposits: (i) shall be used, subject to the provisions of this Section, for the payment of the taxes, assessments, insurance premiums, or other similar charges on the Mortgaged Property next due and payable when they become due; (ii) may be commingled with other funds of Lender, and Lender shall not be required to establish a separate account for such deposits, and (iii) may be applied by Lender to any amounts owed to Lender under the Loan in the Event of Default under this Mortgage or the other Loan Documents. All such deposits shall be applied by Lender, provided no Event of Default has occurred and is continuing, to the payment of taxes, assessments, insurance premiums, or other similar charges due on the Mortgaged Property. Following an Event of Default, Lender may apply such deposits to the payment of the amounts owed to Lender under the Note and the other Loan Documents, in whatever order Lender elects in Lender's sole discretion. Payments shall be made in the fiscal year designated by Lender, provided sufficient funds are available and such taxes, assessments, insurance premiums, or other similar charges are not delinquent. If the sums so deposited are insufficient to pay any such amounts for any period when the same shall become due and payable, Mortgagor shall on demand deposit such additional funds as may be necessary to pay such amounts in full. If the sums so deposited exceed the amount required to pay taxes, assessments, insurance premiums, or other similar charges for any year, the excess shall be credited to a subsequent deposit for such purposes.

4. Insurance. Mortgagor will insure and keep insured, as may be required by Lender from time to time (or in the event Lender does not provide insurance requirements to Mortgagor, in such amounts and types as are commercially reasonable), the Mortgaged Property against loss or damage by fire, and/or other casualty, in such form, such amounts, and in such company or companies as shall be satisfactory to Lender, the loss, if any, to be payable to Lender as its interest may appear at the time of the loss. Mortgagor will require any contractors improving the Land to maintain builder's liability and risk insurance in amounts approved by Lender in its sole discretion. In addition to other insurance coverage, if the property is located in a government managed flood area where participation in a Federal Flood Insurance Program is required, Mortgagor agrees that upon receipt of notification from Lender and within the time period established by Lender, Mortgagor will obtain and maintain flood insurance in such amount as Lender requires on all buildings, improvements, and fixtures now existing or hereafter erected, placed or maintained on or in the lands described in this Mortgage, together with all other personal property securing Mortgagor's obligations to Lender and maintained in or on such buildings, improvements and mobile home(s), until the loans, future advances and all other indebtedness secured by such property and this Mortgage are fully paid. Lender may require Mortgagor to obtain and maintain such flood insurance at Lender's sole discretion until the Obligations of Mortgagor secured by the Mortgaged Property are fully paid. Mortgagor further agrees to pay Lender all reasonable fees and costs Lender incurs in determining whether any of the Mortgaged Property is located in an area having special flood hazards including determination fees (of initial and subsequent determination as well as fees for monitoring the flood hazard status of the property during the life of the Loan), together with the cost of premiums and fees incurred with purchasing flood insurance for Mortgagor, if Mortgagor fails to do so within the time period required by Lender. Any such fees, premiums or costs shall, in Lender's sole discretion, be due and payable on demand or as otherwise provided for in the Note or in this Mortgage. Mortgagor will deliver to Lender the policy or policies of insurance with mortgagee

clause attached thereto satisfactory to Lender and will promptly pay when due all premiums for such insurance. If Mortgagor shall fail to pay any insurance premiums or other costs described in this Section, Lender may require that Mortgagor make monthly deposits with Lender for such insurance premiums or other costs described in this Section in accordance with Section 3(c) above. If any of the Mortgaged Property shall be destroyed or damaged by fire, windstorm, and/or other casualty, and provided there is no Event of Default, the amount received in settlement of the loss or damage may be applied at the option of Mortgagor on such part of Mortgagor's Obligations secured by this Mortgage as Lender may in its sole discretion determine. If any building on the Mortgaged Property so insured shall be destroyed or damaged, the amount received in settlement of the loss or damage, provided there is no Event of Default, may be applied subject to applicable law and at the option of Mortgagor to the reconstruction or repair of the buildings so destroyed or damaged; any portion of the proceeds not so used shall be applied on Mortgagor's Obligations hereby secured in such manner as Lender, in its sole discretion, may determine.

5. Condemnation.

(a) Lender shall be entitled to all compensation, awards, damages, claims and rights of action, together with all proceeds thereof, if all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any government authority or any other authority lawfully authorized to so damage or take, and any transfer by private sale in lieu thereof). Lender is hereby authorized, at its option, to commence, appear in and prosecute, in its own name or in the name of Mortgagor, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All compensation, awards, damages, claims, rights of action and proceeds derived from or relating to any such condemnation, and any other payments or relief and the right thereto, are hereby assigned by Mortgagor to Lender, who, after deducting therefrom all its expenses including attorneys' fees, may release any monies so received by it without affecting the lien of this Mortgage or may, except as set forth in Subsection (b) below, apply the same, in such manner as Lender shall determine, to the reduction of the sums secured hereby. Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as Lender may require.

(b) Notwithstanding the foregoing Subsection (a), if the amount of any such damage or taking by condemnation or casualty loss does not exceed \$100,000.00, then Mortgagor shall be entitled, upon written request made to Lender within thirty (30) days of such damage or taking, to use all condemnation proceeds payable as the result of such damage or taking to repair or restore any damage to the Mortgaged Property caused by such condemnation if:

(i) No Event of Default shall have occurred hereunder on or before the date of the payment of such condemnation proceeds;

(ii) The condemnation proceeds are paid into an escrow account with Lender;

(iii) Mortgagor, prior to commencing such repairs or restoration, deposits into the escrow account described in (ii) above a sum necessary to complete the repairs or restoration (as determined by Lender in its discretion) in the event the condemnation proceeds are insufficient to complete such repairs or restoration;

(iv) All repairs or restorations are carried out pursuant to plans and specifications which are: (A) provided to Lender within three (3) months after such damage or taking; and (B) are acceptable to Lender; and

(v) The proceeds held in escrow (both the condemnation proceeds and Mortgagor's funds) are disbursed in accordance with Lender's standard construction loan administration procedures.

(c) Lender shall have a lien on all funds held in any escrow account pursuant to the foregoing Subsection (b) as further security for the Obligations.

6. Care and Use of the Mortgaged Property. Mortgagor shall not cut or remove any material amount of timber, sever, remove or grant any rights in any oil, gas, minerals, lime rock, phosphate, soil or other materials or remove or demolish any building or other property forming a part of the Mortgaged Property without the prior written consent of Lender in Lender's sole discretion. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the same and improvements thereon in good condition and repair. Mortgagor shall notify Lender in writing within five (5) days of any damage or impairment of the Mortgaged Property. Mortgagor shall comply with all laws and regulations applicable to the Mortgaged Property, including, without limitation, all zoning, environmental, land use and toxic or hazardous waste disposal laws. Mortgagor covenants and warrants that all applicable zoning laws, ordinances and regulations affecting the Mortgaged Property permit Mortgagor's current or intended use and occupancy thereof.

7. Lender's Right to Make Certain Payments. In the event Mortgagor (a) fails to complete any construction of improvements to the Mortgaged Property, (b) pay or discharge the taxes, assessments, levies, liabilities, obligations (including obligations under any leases) or encumbrances affecting the Mortgaged Property, or (c) fails to keep the Mortgaged Property insured or to deliver the policies, premiums paid, or (d) fails to repair the Mortgaged Property as herein agreed, or (e) Mortgagor otherwise defaults in any covenant herein or in any other document evidencing or securing the Obligations, then upon providing Mortgagor with written notice and a ten (10) day period to cure the default, Lender may at its option, without waiving or curing any default by Mortgagor, expend funds to complete such improvements, pay or discharge the taxes, assessments, levies, liabilities, and to pay off or cure any default under, obligations and encumbrances or any part thereof, procure and pay for such insurance or make and pay for such repairs and take such action to preserve the value of the Mortgaged Property and otherwise perform any action required to be performed by Mortgagor. Lender shall have no obligation on its part to determine the validity or necessity of any payments thereof and any such payment shall not waive or affect any option, lien, equity or right of Lender under or by virtue of this Mortgage. The full amount of each and every such payment shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending, and shall bear interest at the Default Rate (defined below) from the date thereof until paid, and together with such interest, shall be secured by the lien of this Mortgage and any other instrument securing the Obligations. Nothing herein contained shall be construed as requiring Lender to advance or expend monies for any of the purposes mentioned in this Section. No such payments shall be deemed to waive or cure any default hereunder.

8. Payment of Expenses. Mortgagor shall pay all of the costs, advances, charges and expenses, including attorneys' fees, disbursements and cost of abstracts of title, documentary stamp and intangible personal property taxes (and any penalties or interest with respect thereto) incurred in connection with the Note, this Mortgage, or the other Loan Documents, or the enforcement thereof or paid at any time by Lender due to the failure on the part of Mortgagor to promptly and fully perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Note, this Mortgage, and the other Loan Documents or in the enforcement of Lender's rights hereunder. The full amount of such costs, charges and expenses shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending, and shall bear interest at the Default Rate from the date thereof until paid, and together with such interest, shall be secured by the lien of this Mortgage and any other instrument securing the Obligations. Nothing herein contained shall be construed as requiring Lender to advance or expend monies for any of the purposes mentioned in this Section. No such payments shall be deemed to waive or cure any default hereunder.

9. Mortgage Tax. Mortgagor shall pay all required mortgage recording taxes and recording fees due in connection with this Mortgage and the other Loan Documents. If for any reason whatsoever the State of Alabama should assess additional mortgage tax, penalties, interest, or other charges with respect to such existing indebtedness evidenced by the Note, or with respect to any mortgage tax due in connection with this Mortgage or any of the Loan Documents, Mortgagor covenants and agrees with Lender that upon the demand of Lender, Mortgagor shall immediately pay all such additional mortgage taxes, penalties, interest, or other charges.

Mortgagor's covenant in the preceding sentence shall survive any termination, release, or satisfaction of this Mortgage and will be secured by the lien of this Mortgage.

10. No Transfer or Further Encumbrance. Mortgagor shall not sell, convey, transfer or further encumber any interest in or any part of the Mortgaged Property without the prior written consent of Lender, and any such sale, conveyance, transfer or encumbrance made without Lender's prior written consent may, at Lender's option, be declared null and void by Lender. If any person should, without the prior written consent of Lender, which consent may be given or withheld in Lender's sole and absolute discretion, obtain an interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and an Event of Default hereunder.

11. After-Acquired Property. The lien of this Mortgage will automatically attach, without further act, to all after acquired property of whatever kind located in or on, or attached to, or used or intended to be used in connection with or in the operation of the Mortgaged Property.

12. Additional Documents; Further Assurances. At any time and from time to time, upon Lender's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to Lender and, where appropriate, shall cause to be recorded or filed and from time to time thereafter to be re-recorded or re-filed at such time and in such offices and places as shall be deemed desirable by Lender any and all such further deeds, conveyances, mortgages, security agreements, financing statements, assignments of leases, certifications, affidavits, instruments, or other documents as Lender may consider necessary or desirable in order to better assure, mortgage, pledge, assign and confirm unto Lender all and singular the Mortgaged Property and the title thereto, and/or to effectuate, complete, enlarge or perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage, and the lien of this Mortgage as a first and prior lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Mortgagor. Upon any failure by Mortgagor to do so, Lender may make, execute, record, file, re-record, or re-file any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Lender as agent and attorney-in-fact of Mortgagor to do so.

13. Reappraisals. Notwithstanding any term or provision hereof to the contrary, if at any time and for any reason Lender in its sole discretion determines that the value of the Mortgaged Property may have declined or be less than Lender previously anticipated, within sixty (60) days from Lender's written request to Mortgagor therefor, Mortgagor shall provide to Lender, at Mortgagor's sole cost and expense (or reimburse Lender for Lender's costs and expenses of obtaining), a current appraisal of the Mortgaged Property to be ordered by Lender from an appraiser designated by Lender and in form and content as required by Lender. Notwithstanding the foregoing, for so long as no Event of Default has occurred hereunder, Lender shall not be permitted to require appraisals hereunder more frequently than annually unless required more frequently by Lender's regulations or requirements or any other applicable laws. Any such costs or expenses incurred or paid in connection with this Section shall be immediately due and payable by Mortgagor, whether or not there be notice, demand, attempt to collect or suit pending, and such amount due shall bear interest from the date incurred until the date paid by Mortgagor at the Default Rate. All such costs or expenses incurred or paid by Lender, together with such interest, shall be secured by the lien of this Mortgage. Mortgagor shall cooperate fully with any such appraiser and provide all such documents and information as such appraiser may request in connection with such appraiser's performance and preparation of such appraisal. Mortgagor's failure to promptly and fully comply with Lender's requirements under this Section shall, without further notice, constitute an Event of Default under this Mortgage.

14. Inspection of the Mortgaged Property. Notwithstanding any term or provision hereof to the contrary, and irrespective of a default by Mortgagor hereunder, Lender shall have the right, and at Lender's sole cost and expense, to inspect the Mortgaged Property no more than two (2) times in a twelve (12) month period (each inspection, an "**Inspection**"). Prior to each Inspection, Lender shall provide reasonable notice to Mortgagor of Lender's intent to perform an Inspection.

15. Warranties and Representations of Mortgagor. As material inducements to Lender to make the Loan, Mortgagor hereby warrants and represents to Lender as follows:

(a) Validity of Loan Documents. That Mortgagor is the sole and lawful owner of the Mortgaged Property and that the Loan Documents are in all respects legal, valid and binding according to their terms and grant to Lender a direct, valid and enforceable first priority lien and security interest in the Mortgaged Property.

(b) Conflicting Transactions of Mortgagor. That the consummation of the transactions hereby contemplated and the performance of Mortgagor's obligations under and by virtue of the Loan Documents will not result, to the best of Mortgagor's knowledge, in any breach of, or constitute a default under any mortgage, security deed, deed of trust, lease, bank loan or credit agreement, corporate charter or bylaws, as applicable, or other instrument to which Mortgagor is a party or by which Mortgagor may be bound or affected.

(c) Pending Litigation. That there are no actions, suits or proceedings pending or, to the knowledge of Mortgagor, threatened against or affecting Mortgagor which affects any of the Mortgaged Property, or involving the validity or enforceability of any of the Loan Documents or the priority of the lien thereof, at law or in equity, or before or by any governmental authority, except actions, suits and proceedings which are fully covered by insurance and which, if adversely determined, would not substantially impair Mortgagor's ability to perform each and every one of its respective obligations under and by virtue of the Loan Documents; and that to Mortgagor's knowledge, Mortgagor is not in default with respect to any order, writ, injunction, decree or demand of any court or any governmental authority.

(d) Violations of Governmental Law, Ordinances or Regulations. That Mortgagor has no knowledge of any violation or notice of violations of any federal or state law or municipal ordinance or order or requirement of, or agreement with, the county or city or any municipal department or other governmental authority having jurisdiction affecting the Mortgaged Property, which violations in any way relate to or affect the Mortgaged Property.

(e) Condition of Mortgaged Property. That the Mortgaged Property is not now damaged or impaired as a result of any fire, explosion, accident, flood or other casualty.

(f) Accuracy of Information. That Lender's commitment to make the Loan is based on the accuracy of Mortgagor's representations and statements. None of the Loan Documents furnished to Lender contains any untrue statement of a material fact or omits to state a fact material to Lender's decision to make the Loan.

(g) Continuation and Investigation. That the warranties and representations contained herein shall be and remain true and correct so long as any of Mortgagor's or any guarantor's obligations hereunder have not been satisfied, or so long as part of the Loan shall remain outstanding. All representations, warranties, covenants and agreements made herein or in any certificate or other document delivered to Lender by or on behalf of Mortgagor pursuant to or in connection with any of the Loan Documents shall be deemed to have been relied upon by Lender notwithstanding any investigation heretofore or hereafter made by Lender or on its behalf.

16. Environmental Condition of Property.

(a) Mortgagor hereby warrants and represents to Lender after thorough investigation that:

(i) the Mortgaged Property is now and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), Public Law No. 96-510, 94 Stat. 2767, and the Superfund Amendments and Reauthorization Act of 1986 (SARA), Public Law No. 99-499, 100 Stat. 1613; and

(ii) (A) as of the date hereof there are no hazardous materials, substances, wastes or other environmentally regulated substances (including without limitation, any materials containing asbestos) located on, in or under the Mortgaged Property or used in connection therewith, or (B) Mortgagor has fully disclosed to Lender in writing the existence, extent and nature of any such hazardous material, substance, waste or other environmentally regulated substance, currently present or which Mortgagor is legally authorized and empowered to maintain on, in or under the Mortgaged Property or use in connection therewith, Mortgagor has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is and will remain in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Mortgagor further warrants and represents that it will promptly notify Lender of any change in the environmental condition of the Mortgaged Property or in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Mortgaged Property or used in connection therewith, and will transmit to Lender copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, waste or other environmentally regulated substance affecting the Mortgaged Property.

(b) Mortgagor hereby indemnifies and holds harmless Lender from and against any and all damages, penalties, fines, claims, suits, liabilities, costs, judgments and expenses (including attorneys', consultants' or experts' fees) of every kind and nature incurred, suffered by or asserted against Lender as a direct or indirect result of:

(i) any warranty or representation made by Mortgagor in this Section [16] being or becoming false or untrue in any material respect, or

(ii) any requirement under the law, regulation or ordinance, local, state or federal, regarding the removal or elimination of any hazardous materials, substances, waste or other environmentally regulated substances.

Mortgagor's obligations hereunder shall not be limited to any extent by the term of the Note and shall survive any defeasance or repayment of the Obligations or any satisfaction of this Mortgage, and, as to any act or occurrence prior to payment in full and satisfaction of said Note which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding foreclosure of this Mortgage, where Lender is the purchaser at the foreclosure sale, or delivery of a deed in lieu of foreclosure to Lender.

17. Leases. Mortgagor agrees as follows with respect to all Leases:

(a) Mortgagor shall not enter into or modify any Lease on or after the date hereof unless the Lease or modification thereof is acceptable to Lender in form and substance. Notwithstanding the foregoing, Mortgagor may, without Lender's consent, enter into: (i) modifications of any Lease that increase the rent amount; and (ii) other modifications that do not adversely affect the interests of Lender. Each such Lease, and each such modification thereof, shall be on arm's-length terms. The rent payable under such Leases, after giving effect to any concessions or other discounts provided by Mortgagor, shall not be less than the then prevailing market rates for comparable space (unless Lender otherwise agrees to lesser rent). Each Lease made on or after the date hereof shall include a provision subordinating the tenant's interest under the Lease to the lien of this Mortgage, and attorning to Lender should Lender acquire title to the Mortgaged Property subject to the Lease, and subject to the assignment of Rents and Leases, and Mortgagor shall cause the tenants under each such Lease, if requested by Lender, to enter into a subordination and attornment agreement, on terms satisfactory to Lender. Upon receipt of any such subordination and attornment agreement from a tenant, Lender shall review and consider any non-disturbance agreement provided by said tenant and shall in Lender's sole discretion determine whether to enter into such non-disturbance agreement with tenant. Mortgagor shall provide a copy of each such Lease, or any amendments thereto to Lender not later than thirty (30) days after executing such Lease.

(b) Mortgagor shall have the right to collect all Rents from the Leases prior to the occurrence of an Event of Default hereunder. However, Mortgagor shall not in any event collect or accept any

Rents under any Lease more than two (2) months in advance without the prior written consent of Lender. From and after the occurrence of any Event of Default hereunder: (i) all such Rents shall belong to Lender; (ii) Lender shall be entitled to collect and retain such Rents; and (iii) Mortgagor shall not be entitled to receive or collect any such Rents. If Mortgagor collects or receives any such Rents after the occurrence of any Event of Default, then: (A) Mortgagor shall hold such funds in trust for Lender; (B) Mortgagor shall not commingle such funds with any other funds or assets; and (C) Mortgagor shall remit such funds to Lender not later than one (1) business day after Mortgagor's receipt of the same.

(c) Mortgagor shall perform all of its material obligations under the Leases. Upon providing Mortgagor with written notice and a ten (10) day period to cure the default, Lender shall be entitled, but not obligated, to perform or discharge any obligation or duty to be performed or discharged by Mortgagor under any of the Leases. Mortgagor hereby agrees to indemnify Lender for, and to save it harmless from or under, any and all liability arising from or under, or in connection with, the Leases. This Mortgage shall not place responsibility for the control, care, management or repair of the Mortgaged Property upon Lender or make Lender responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee or other person. Any expenditures made by Lender in curing any default under the Leases or hereunder on Mortgagor's behalf, with interest thereon at the Default Rate, shall become part of the debt secured by this Mortgage.

(d) Mortgagor covenants and represents that: (i) Mortgagor has title to, and full right to assign each Lease which is now in effect and the Rents, income and profits due or to become due thereunder; (ii) to Mortgagor's best knowledge, no other assignment of any interest in the Leases or the Rents has been made, except as set forth herein; (iii) to Mortgagor's best knowledge, there are no existing material defaults under the provisions of the Leases; and (iv) Mortgagor will not hereafter further assign, transfer, encumber or pledge the Leases (except for transfers or pledges in favor of Lender).

(e) From and after the occurrence of any Event of Default hereunder, Lender shall be entitled, in addition to all other rights set forth herein, at its option and without notice to or the consent of Mortgagor, to enter and take possession of the Mortgaged Property and to manage and operate the same, to collect all or any Rents accruing therefrom or from the Leases, to let or re-let the Mortgaged Property or any part thereof, to cancel and modify Leases, to evict tenants, to bring or defend any suits in connection with the possession of the Mortgaged Property in its own name or Mortgagor's name, to make such repairs as Lender deems appropriate, and to perform such other acts in connection with the management and operation of the Mortgaged Property as Lender, in its sole discretion, may deem proper. Lender is specifically authorized, without limitation, to notify tenants under the Leases of: (i) the terms of this Mortgage; (ii) the occurrence of any Event of Default hereunder; and (iii) any other matters that Lender deems appropriate. Lender is further authorized to direct such tenants to make all payments directly to Lender or its nominee from and after the occurrence of any Event of Default hereunder. Lender's receipt of any Rents, issues or profits pursuant to this instrument, after the institution of foreclosure or sale proceedings under any mortgage, shall not cure such default or affect such proceedings or any sale pursuant thereto.

(f) The net proceeds of any Rents collected by Lender hereunder, after reimbursement of expenses incurred by Lender under the terms of this instrument, shall be applied in reduction of the Obligations secured hereby in such order as Lender, in its discretion, deems appropriate.

(g) Lender shall not be deemed to be an agent, partner or joint venturer of Mortgagor or any other person, and nothing herein contained shall be construed to impose any liability upon Lender by reason of the provisions hereof.

(h) Notwithstanding anything to the contrary set forth above, Mortgagor shall have the right to modify the terms of all or any of the Leases to increase or decrease the rent, without the consent of Lender, so long as the aggregate of Rents on all the Leases is sufficient to cover the debt service on the Obligations and comply with all of the covenants of Mortgagor under this Mortgage and the Note, and provided Lender is promptly provided with copies of any such amendments of any Lease.

18. Events of Default. Mortgagor shall be in default under this Mortgage upon the occurrence of any of the following events or conditions, each a “**Default**” or an “**Event of Default**”:

(a) If any payment as set forth in the Note is not made in full when the same shall become due, if such default is not cured within any applicable cure period.

(b) If any Obligor defaults under any of the Loan Documents, or any other document executed and delivered by such Obligor to Lender in connection with the Loan and the Note.

(c) Failure by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in this Mortgage for a period of thirty (30) days after Lender gives written notice specifying the failure, provided however, no notice or cure period will be given for covenants which are not subject to cure. In the event Mortgagor commences the cure of a violation under this Subsection within such thirty (30) day period, and such violation is not reasonably capable of being cured within such thirty (30) day period, then no Event of Default shall be deemed to have occurred if Mortgagor is diligently pursuing such cure and completes the cure within sixty (60) days after such notice.

(d) If Mortgagor or any other Obligor: (i) files a voluntary petition in bankruptcy, or (ii) is adjudicated as bankrupt or insolvent, or (iii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors, or (iv) seeks, consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all or any part of the Mortgaged Property, or (v) makes any general assignment for the benefit of creditors, or (vi) makes any admission in writing of its inability to pay its debts generally as they become due.

(e) If: (i) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Mortgagor or any other Obligor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, under any present or future federal, state, or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains un-vacated and un-stayed for an aggregate of sixty (60) days whether or not consecutive from the date of entry thereof; or (ii) any trustee, receiver or liquidator of Mortgagor or any other Obligor or of any part of the Mortgaged Property is appointed without the prior written consent of Lender, which appointment shall remain un-vacated and un-stayed for an aggregate of sixty (60) days whether or not consecutive.

(f) Sale, encumbrance, or transfer of any interest by lease, sale, or otherwise of any of the Mortgaged Property, or the making of any levy, seizure, or attachment thereof or thereon, or failing to replace promptly any of the Mortgaged Property that is lost due to theft, damage, destruction, or any other reason.

(g) Any breach of any warranty or material untruth of any representation of Mortgagor or any other Obligor contained in the Note, this Mortgage, any other Loan Documents, or any other instrument evidencing the Loan, or securing the Note.

19. Acceleration. If an Event of Default shall have occurred, Lender may declare all amounts due under the Note and any interest accrued thereon, and all other sums secured hereby, and all other amounts due under the Loan Documents, to be due and payable immediately. Upon such declaration all principal and interest and other sums shall immediately be due and payable without demand or notice, which such notice is expressly waived by Mortgagor.

20. Remedies After Default. If an Event of Default shall have occurred, Lender may exercise any or all of the following rights, remedies and recourses:

(a) If an Event of Default exists, in addition to all other rights herein conferred on the Lender, the Lender (or any person designated by the Lender) may, but will not be obligated to, (i) enter upon the Mortgaged Property and take possession of any or all of the Mortgaged Property without being guilty of trespass

or conversion, exclude the Mortgagor therefrom, and hold, use, administer, manage and operate the same to the extent that the Mortgagor could do so, without any liability to the Mortgagor resulting therefrom; (ii) collect, receive and receipt for all proceeds accruing from the operation and management of the Mortgaged Property; (iii) make repairs and purchase needed additional property; (iv) insure or reinsure the Mortgaged Property; (v) maintain and restore the Mortgaged Property; (vi) prepare the Mortgaged Property for resale, lease or other disposition; (vii) have furnished to the Mortgaged Property utilities and other materials and services used on or in connection with the Mortgaged Property; and (viii) exercise every power, right and privilege of the Mortgagor with respect to the Mortgaged Property.

(b) If an Event of Default exists, the Lender, in lieu of or in addition to exercising the power of sale hereinafter given, may proceed by suit to foreclose its Lien on the Mortgaged Property, to sue the Mortgagor or Obligors for damages on account of said default, for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. The Lender shall be entitled, as a matter of right (upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgage, to the extent required by law), to the appointment by any competent court or tribunal, without notice to the Mortgagor or any other party, of a receiver of the rents, issues, profits and revenues of the Mortgaged Property, with power to lease and control the Mortgaged Property and with such other powers as may be deemed necessary.

(c) If an Event of Default exists, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages, and the Lender shall be authorized, at its option, whether or not possession of the Mortgaged Property is taken, to sell the Mortgaged Property (or such part or parts thereof as the Lender may from time to time elect to sell) under the power of sale which is hereby given to the Lender, at public outcry, to the highest bidder for cash, at the front or main door of the courthouse of the county in which the Land to be sold, or a substantial and material part thereof, is located, after first giving notice by publication once a week for three successive weeks of the time, place and terms of such sale, together with a description of the Mortgaged Property to be sold, by publication in some newspaper published in the county or counties in which the Land to be sold is located. If there is Land to be sold in more than one county, publication shall be made in all counties where the Land to be sold is located, but if no newspaper is published in any such county, the notice shall be published in a newspaper published in an adjoining county for three successive weeks. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale hereunder. The Lender may bid at any sale held under this Mortgage and may purchase the Mortgaged Property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. At any sale all or any part of the Mortgaged Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, and the proceeds of any such sale en masse shall be accounted for in one account without distinction between the items included therein and without assigning to them any proportion of such proceeds, the Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case the Lender, in the exercise of the power of sale herein given, elects to sell the Mortgaged Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Mortgaged Property not previously sold shall have been sold or all the Obligations shall have been paid in full and this Mortgage shall have been terminated as provided herein.

(d) If an Event of Default exists, the Lender shall have with respect to the Personal Property all rights and remedies of a secured party under the UCC, including the right to sell it at public or private sale or otherwise dispose of, lease or use it, without regard to preservation of the Personal Property or its value and without the necessity of a court order. At the Lender's request, the Mortgagor shall assemble the Personal Property and make it available to the Lender at any place designated by the Lender. To the extent permitted by law, the Mortgagor expressly waives notice and any other formalities prescribed by law with respect to any sale or other disposition of the Personal Property or exercise of any other right or remedy upon default. The Mortgagor agrees that the Lender may sell or dispose of both the Mortgaged Property and the Personal Property in accordance with the rights and remedies granted under this Mortgage with respect to Land and Improvements.

(e) If an Event of Default exists, the Lender, at its option, shall have the right, power and authority to terminate the license granted to the Mortgagor in subsection 17(b) hereof, to collect the rents, profits, issues and revenues of the Mortgaged Property, whether paid or accruing before or after the filing of any petition by or against the Mortgagor under the federal Bankruptcy Code, and, without taking possession, in the Lender's own name to demand, collect, receive, sue for, attach and levy all of such rents, profits, issues and revenues, to give proper receipts, releases and acquittances therefor, and to apply the proceeds thereof as set forth in Section 20(g) hereof.

(f) To the extent permitted by applicable law, the Mortgagor hereby authorizes and empowers the Lender or the auctioneer at any foreclosure sale had hereunder, for and in the name of the Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Mortgaged Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto.

(g) All payments received by the Lender as proceeds of any of the Mortgaged Property, as well as any and all amounts realized by the Lender in connection with the enforcement of any right or remedy under this Mortgage, shall be applied by the Lender as follows: i) to the payment of all expenses incident to the exercise of any remedies under this Mortgage, including attorneys' fees and disbursements as provided in the Loan Documents, appraisal fees, environmental site assessment fees, title search fees and foreclosure notice costs, ii) to the payment in full of any of the Obligations that are then due and payable (including principal, accrued interest and all other sums secured hereby) in such order as the Lender may elect in its sole discretion, iii) to a cash collateral reserve fund to be held by the Lender in an amount equal to, and as security for, any of the Obligations that are not then due and payable, and iv) the remainder, if any, shall be paid to the Mortgagor or such other persons as may be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity.

(h) If an Event of Default exists, the Lender shall have the option to proceed with foreclosure, either through the courts or by power of sale as provided for in this Mortgage, but without declaring the whole Obligations due. Any such sale may be made subject to the unmatured part of the Obligations, and such sale, if so made, shall not affect the unmatured part of the Obligations, but as to such unmatured part of the Obligations this Mortgage shall remain in full force and effect as though no sale had been made under this Section. Several sales may be made hereunder without exhausting the right of sale for any remaining part of the Obligations, whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Mortgaged Property for any matured part of the Obligations without exhausting the power of foreclosure and the power to sell the Mortgaged Property for any other part of the Obligations, whether matured at the time or subsequently maturing.

(i) The Mortgagor waives, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for i) any appraisal before sale of any portion of the Mortgaged Property (commonly known as appraisal laws), or ii) any extension of time for the enforcement of the collection of the Obligations or any creation or extension of a period of redemption from any sale made in collecting the Obligations (commonly known as stay laws and redemption laws). The Mortgagor also waives any and all rights the Mortgagor may have to a hearing before any governmental authority prior to the exercise by the Lender of any of its rights or remedies under the Loan Documents and applicable law.

(j) In case of any sale of the Mortgaged Property as authorized by this Section, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the nonpayment of any of the Obligations or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as rebuttably presumptive evidence that the facts so stated or recited are true.

21. No Waiver. No delay or omission of Lender or of any holder of this Mortgage to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or be construed as a waiver of any such Event of Default or constitute acquiescence therein.

22. Non-Exclusive Remedies. No right, power or remedy conferred upon or reserved to Lender by this Mortgage or by any of the other Loan Documents is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power or remedy given hereunder, or now or hereafter existing at law, in equity or by statute.

23. Application of Payments. Notwithstanding anything to the contrary herein, any partial payment made by Mortgagor or any payment made by Mortgagor after the occurrence of an Event of Default may be applied against the Obligations hereby secured in such manner as Lender, in its sole discretion, may determine.

24. Successors and Assigns Bound. Whenever one of the parties hereto is named or referred to herein, the heirs, personal representatives, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Lender, shall bind and inure to the benefit of their respective heirs, personal representatives, successors and assigns.

25. Invalid or Unenforceable. In the event that any of the covenants, agreements, terms or provisions contained in this Mortgage or the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note shall be in no way affected, prejudiced or disturbed thereby.

26. Future Advances. This Mortgage is given to secure not only existing Obligations, but also such future advances, whether such advances are obligatory or are to be made at the option of Lender, or otherwise, as are made under the Loan, to the same extent as if such future advances were made on the date of the execution of this Mortgage. Each such additional advance shall be automatically secured by this Mortgage without the necessity of the note or other evidence of indebtedness identifying such additional advance as part of the indebtedness secured by this Mortgage. Nothing herein contained shall imply any obligation on the part of Lender to make any such additional advance(s).

27. Obligation of Mortgagor. Mortgagor shall pay the cost of releasing or satisfying this Mortgage of record.

28. Default Rate. The “**Default Rate**” shall be the default rate as set forth in the Note. However, at no time shall any interest or charges in the nature of interest be taken, exacted, received or collected which would exceed the maximum rate permitted by law.

29. Facilities For Handicapped. All improvements now or hereafter included in the Mortgaged Property shall comply with all legal requirements regarding access and facilities for handicapped or disabled persons, including, without limitation, and to the extent applicable, the following: (a) Ala. Code Section 21-7-1, *et. seq.*; (b) the Federal Architectural Barriers Act of 1988 (42 U.S.C. Section 4151, *et. seq.*); (c) The Fair Housing Amendment Act of 1988 (42 U.S.C. Section 3601, *et. seq.*); (d) The Americans With Disabilities Act of 1990 (42 U.S.C. Section 12101 *et. seq.*); and (e) The Rehabilitation Act of 1973 (29 U.S.C. Section 794).

30. Indemnification. Mortgagor will protect, indemnify and save harmless Lender, its officers, directors, agents, and employees, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys’ fees and expenses) imposed upon, incurred by or asserted against Lender or any of such persons by reason of (a) ownership of any interest in the Mortgaged Property or any part thereof; (b) any accident, injury to or death of person or loss of or damage to property occurring on or about the Mortgaged Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, streets or ways; (c) any use, disuse or condition of the Mortgaged Property or any part thereof, or the adjoining sidewalks, curbs, vaults and vault space, if any, or any streets or ways; (d) any failure on the part of Mortgagor to perform or comply with any of the terms hereof or any inaccuracy in any representation or warranty made by Mortgagor herein; (e) any necessity to defend any of the right, title or interest conveyed by this Mortgage; (f) the performance of any labor or services or the furnishing of any materials or other property in respect to the Mortgaged Property or any part thereof; or (g) any subsidence or erosion of any part of the surface of the Mortgaged Premises, including any shoreline or any bank of any river,

stream, creek, lake, ocean or other water source. If any action, suit or proceeding is brought against Lender, or any of its officers, directors, agents or employees, for any reason, Mortgagor, upon the request of such party, will, at Mortgagor's expense, cause such action, suit or proceeding to be resisted and defended by counsel satisfactory to Lender or such person. Any amounts payable to an indemnified party under this Section which are not paid within ten (10) days after written demand therefor shall bear interest at the Default Rate (as defined above) from the date of such demand, and such amounts, together with such interest, shall be indebtedness secured by this Mortgage. The obligations of Mortgagor under this Section shall survive any defeasance of this Mortgage or repayment of the Obligations or any satisfaction of this Mortgage.

31. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth below (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). Any party may update its notice address herein upon providing five (5) days prior written notice to the other parties hereto. All Notices shall be delivered by one of the following methods: (a) personal delivery, (b) nationally recognized overnight or next business day courier (with all fees pre-paid), or (c) United States Mail, postage prepaid, (d) facsimile (with confirmation of transmission. Notice shall be deemed given on the first to occur of the following: (i) the date it is hand delivered, (ii) the next business day after it is picked up by the overnight courier, or (iii) the third (3rd) business day after it is deposited in the United States mail as provided above.

Addresses for notices are as follows:

If to Lender:	Citizens Trust Bank Attn: c/o Loan Administration Department P.O. Box 56943 Atlanta, Georgia 30343-0943
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If to Mortgagor:	The Rock City, Inc. Attn: Tiffany Samuels 1120 Apricot Avenue Birmingham, AL 35214
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32. Waivers by Mortgagor. To the fullest extent permitted by applicable law, Mortgagor hereby irrevocably and unconditionally WAIVES and RELEASES (a) all benefits that might accrue to Mortgagor by virtue of any present or future law exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any appraisal, valuation, homestead exemption, stay of execution, exemption from civil process, redemption or extension of time for payment; (b) except as otherwise provided in this Mortgage, the Note, and any other applicable Loan Documents, all notices of any demand, presentment, Default, Event of Default, intent to accelerate or acceleration or the election by Lender, as applicable, to exercise or the actual exercise of any right, remedy or recourse provided for under this Mortgage, the Note, or any other applicable Loan Documents; (c) any right to a marshalling of assets or a sale in inverse order of alienation; (d) any restrictions or conditions upon the exercise by Lender of the remedies set forth herein; and (e) rights of redemption.

33. WAIVER OF JURY TRIAL. NO PARTY TO THIS MORTGAGE OR ANY ASSIGNEE, SUCCESSOR, HEIR OR LEGAL REPRESENTATIVE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS MORTGAGE, ANY RELATED AGREEMENT OR INSTRUMENT, ANY OTHER COLLATERAL FOR THE INDEBTEDNESS SECURED HEREBY OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES HERETO OR THERETO, OR ANY OF THEM. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN

WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY NEGOTIATED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

34. Section Headings. The section headings contained in this Mortgage are for the purposes of identification only and shall not be considered in construing this Mortgage.

35. Authority. The individual or individuals executing this Mortgage hereby represent and warrant that they are empowered and duly authorized to so execute this Mortgage on behalf of the party or parties they represent.

36. Date of Mortgage. The date of this Mortgage is intended as a date for the convenient identification of this Mortgage and is not intended to indicate that this Mortgage was executed and delivered on that date.

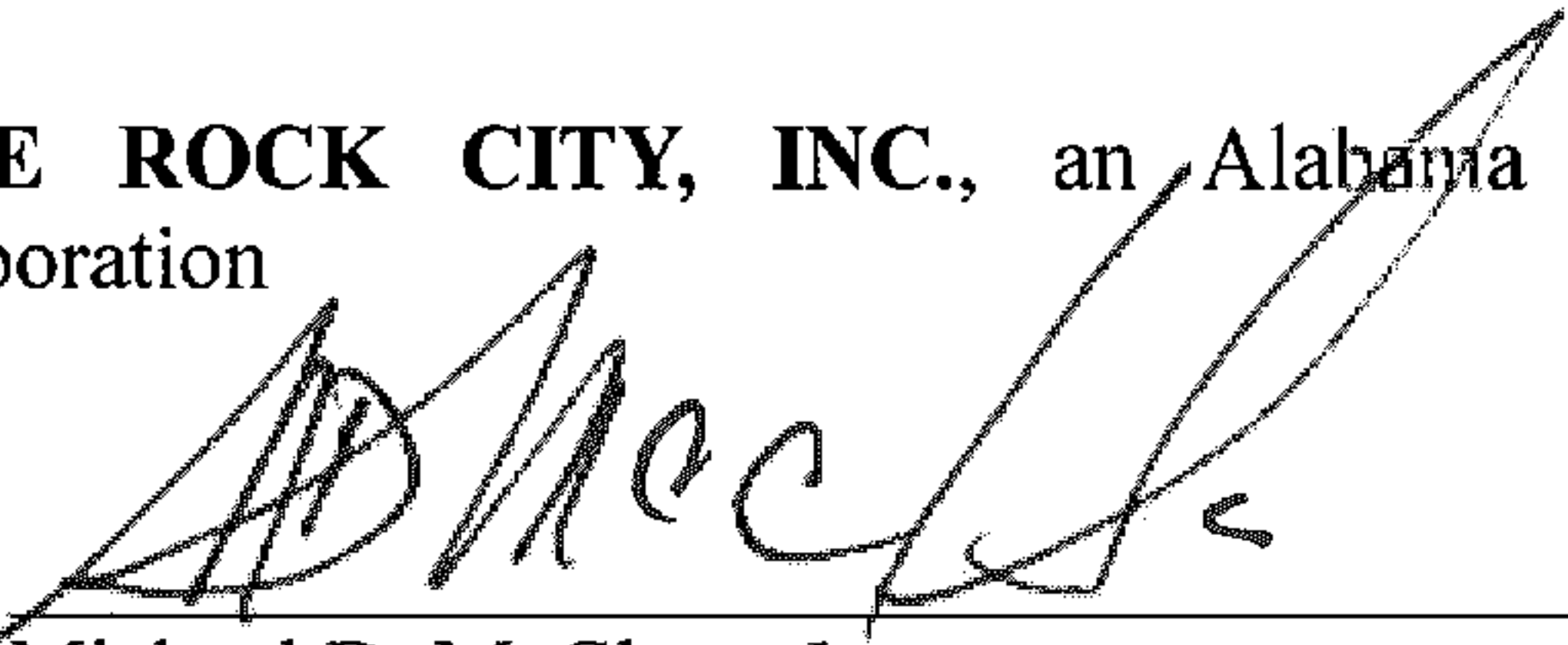
37. Purchase Money Financing. The Loan is being made in connection with Mortgagor's purchase of the Land and this Mortgage is a purchase money mortgage.]

{Signature page follows}

IN WITNESS WHEREOF, the undersigned has caused this Mortgage to be executed by its duly authorized officer on the date of the acknowledgment of the Mortgagor's signature below, to be effective as of the Effective Date written above.

MORTGAGOR:

THE ROCK CITY, INC., an Alabama non-profit corporation

By:  [SEAL]
Michael D. McClure, Jr.
Its: President/Senior Pastor

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that, Michael D. McClure, Jr., whose name as President/Senior Pastor of **THE ROCK CITY, INC.**, an Alabama non-profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said non-profit corporation.

Given under my hand and official seal this the 20th day of May, 2024.


Notary Public

[AFFIX SEAL]

My commission expires: 6-2-2027



EXHIBIT A**PARCEL 1**

A parcel of land situated in the Southeast quarter of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a found nail being the intersection of the Southernmost right of way line of Valleydale Road (80' right of way) and the Westernmost right of way line of Dogwood Circle (right of way varies) and run in a Southeasterly direction along said Westernmost right of way for a distance of 328.30 feet to a set 5/8" capped rebar stamped GSA, said point being the point of commencement of a tangent curve to the right, said curve having a radius of 474.60 feet, a central angle of 22 degrees 51 minutes 58 seconds, a chord distance of 188.15 feet; thence run along arc of said curve and along said right of way for a distance of 189.41 feet to a set 5/8" capped rebar stamped GSA; thence run along a line tangent to said curve in a Southeasterly direction along said right of way for a distance of 43.23 feet to a found rebar; thence leaving said right of way, turn an interior angle of 103 degrees 06 minutes 00 seconds to the left and run in a Southwesterly direction for a distance of 466.69 feet to a found rebar; thence turn an interior angle of 95 degrees 54 minutes 43 seconds to the left and run in a Northwesterly direction for a distance of 170.34 feet to a set 5/8" capped rebar stamped GSA; thence turn an interior angle of 91 degrees 07 minutes 19 seconds to the left and run in a Northeasterly direction for a distance of 110.88 feet to a found 1" solid; thence turn an interior angle of 261 degrees 49 minutes 00 seconds to the left and run in a Northwesterly direction for a distance of 333.47 feet to a set 5/8" capped rebar stamped GSA, said point being a point on the Southernmost right of way line of said Valleydale Road; thence turn an interior angle of 97 degrees 39 minutes 24 seconds to the left and run in a Northwesterly direction along said right of way for a distance of 329.21 feet to the POINT OF BEGINNING.

PARCEL 2

A parcel of land situated in the Southeast quarter of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a found rebar being the intersection of the Southernmost right of way line of Valleydale Road (80' right of way) and the Easternmost right of way line of Dogwood Circle (right of way varies), said point being the point of commencement of a tangent curve to the right, said curve having a radius of 914.94 feet, a central angle of 33 degrees 16 minutes 50 seconds, a chord distance of 524.01 feet; thence run along arc of said curve in an Easterly direction and along said Southernmost right of way for a distance of 531.45 feet to a set 5/8" capped rebar stamped GSA; thence leaving said right of way, turn an interior angle of 95 degrees 52 minutes 22 seconds to the left from chord of said curve and run in a Southeasterly direction for a distance of 959.62 feet to a found crimp; thence turn an interior angle of 91 degrees 43 minutes 49 seconds to the left and run in a Southwesterly direction for a distance of 449.21 feet to a set 5/8" capped rebar stamped GSA, said point being a point on the Easternmost right of way line of said Dogwood Circle; thence turn an interior angle of 83 degrees 34 minutes 23 seconds to the left and run in a Northwesterly direction along said right of way for a distance of 204.19 feet to a set pk nail; thence turn an interior angle of 181 degrees 43 minutes 55 seconds to the left and run in a Northwesterly direction along said right of way for a distance of 90.58 feet to a set pk nail; thence turn an interior angle of 176 degrees 21 minutes 11 seconds to the left and run in a Northwesterly direction along said right of way for a distance of 214.09 feet to a set pk nail, said point being point of commencement of a tangent curve to the left, said curve having a radius of 534.60 feet, a central angle of 03 degrees 48 minutes 17 seconds, a chord distance of 35.49 feet; thence run along arc of said curve and along said right of way for a distance of 35.50 feet to a set pk nail; thence run along a line radial to said curve in a Southwesterly direction along said right of way for a distance of 10.00 feet to a set pk nail, said point being the point of commencement of a tangent curve to the left, said curve having a radius of 524.60 feet, a central angle of 19 degrees 03 minutes 41 seconds, a chord distance of 173.72 feet; thence run along arc of said curve and along said right of way for a distance of 174.52 feet to a set pk nail; thence run along a line tangent to said curve in a Northwesterly direction along said right of way for a distance of 324.76 feet to the POINT OF BEGINNING.

PARCEL 3

A parcel of land situated in the Southeast quarter of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found nail being the intersection of the Southernmost right of way line of Valleydale Road (80' right of way) and the Westernmost right of way line of Dogwood Circle (right of way varies) and run in a Southeasterly direction along said Westernmost right of way for a distance of 328.30 feet to a set 5/8" capped rebar stamped GSA, said point being the point of commencement of a tangent curve to the right, said curve having a radius of 474.60 feet, a central angle of 22 degrees 51 minutes 58 seconds, a chord distance of 188.15 feet; thence run along arc of said curve and along said right of way for a distance of 189.41 feet to a set 5/8" capped rebar stamped GSA; thence run along a line tangent to said curve in a Southeasterly direction along said right of way for a distance of 43.23 feet to a found rebar, said point being the POINT OF BEGINNING; thence turn an exterior angle of 182 degrees 55 minutes 49 seconds to the right and run in a Southeasterly direction along said right of way for a distance of 144.84 feet to a found pk nail; thence leaving said right of way, turn an interior angle of 116 degrees 17 minutes 17 seconds to the left and run in a Southwesterly direction for a distance of 156.23 feet to a found 1" open top; thence turn an interior angle of 165 degrees 44 minutes 34 seconds to the left and run in a Southwesterly direction for a distance of 132.89 feet to a found crimp; thence turn an interior angle of 179 degrees 57 minutes 32 seconds to the left and run in a Southwesterly direction for a distance of 144.58 feet to a found open top; thence turn an interior angle of 92 degrees 33 minutes 19 seconds to the left and run in a Northwesterly direction for a distance of 147.62 feet to a found rebar; thence turn an interior angle of 91 degrees 29 minutes 08 seconds to the left and run in a Northeasterly direction for a distance of 466.69 feet to the POINT OF BEGINNING.

PARCEL 4

A parcel of land situated in the Southeast quarter of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found rebar being the intersection of the Southernmost right of way line of Valleydale Road (80' right of way) and the Easternmost right of way line of Dogwood Circle (right of way varies), said point being the point of commencement of a tangent curve to the right, said curve having a radius of 914.94 feet, a central angle of 33 degrees 16 minutes 50 seconds, a chord distance of 524.01 feet; thence run along arc of said curve in an Easterly direction and along said Southernmost right of way for a distance of 531.45 feet to a set 5/8" capped rebar stamped GSA, said point being the POINT OF BEGINNING and a point on a curve to the right, said curve having a radius of 914.94 feet, a central angle of 02 degrees 37 minutes 29 seconds, a chord distance of 41.91 feet; thence run along arc of said curve and along said right of way for a distance of 41.91 feet to a set 5/8" capped rebar stamped GSA; thence run along a line tangent to said curve and along said right of way for a distance of 305.40 feet to a set 5/8" capped rebar stamped GSA, said point being on the Westernmost right of way line of Valleydale Court; thence turn an interior angle of 116 degrees 42 minutes 13 seconds to the left and run in a Southeasterly direction along said Westernmost right of way for a distance of 196.33 feet to a found railroad spike; thence leaving said right of way, turn an interior angle of 89 degrees 54 minutes 07 seconds to the left and run in a Southwesterly direction for a distance of 320.28 feet to a found rebar (#17268); thence turn an interior angle of 88 degrees 31 minutes 56 seconds to the left and run in a Northeasterly direction for a distance of 351.13 feet to the POINT OF BEGINNING.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 05/22/2024 03:05:57 PM
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Allen S. Bayl