

COM-22-5682
This instrument prepared by
and after recording return to:

Virginia S. Boliek
Law Office of Virginia Boliek, LLC
1301 Panorama Drive
Birmingham, AL 35216

STATE OF ALABAMA)
COUNTIES OF SHELBY & JEFFERSON)

CROSS-DEFAULT AND CROSS-COLLATERAL AGREEMENT

THIS CROSS-DEFAULT AND CROSS-COLLATERAL AGREEMENT (this “Agreement”) is made and entered into as of May 20, 2024 (the “Effective Date”), by and between **THE ROCK CITY, INC.**, an Alabama non-profit corporation (“Borrower”), and **CITIZENS TRUST BANK**, a Georgia state bank (“Lender”).

RECITALS:

WHEREAS, Borrower is justly indebted to Lender under that certain Promissory Note dated of even date herewith, in the original principal amount of \$6,250,000.00, (the “Valleydale Note”), which Valleydale Note (i) was made pursuant to that certain Business Loan Agreement by and between Borrower and Lender dated of even date herewith (the “Valleydale Loan Agreement”); (ii) is secured by (a) that certain Mortgage, Assignment of Rents, Security Agreement and Financing Statement from Borrower to Lender dated of even date herewith, recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument # 20240522000152350, covering the real property described on **Exhibit A** hereto, located at 2545 Valleydale Road, Birmingham, AL 35244 (the “Valleydale Mortgage”), (b) that certain Security Agreement from Borrower to Lender dated even date herewith (the “Valleydale Security Agreement”) and (c) that certain Renovation Escrow Agreement of even date herewith between Borrower and Lender (the “Valleydale Renovation Escrow”) (the Valleydale Note, Valleydale Loan Agreement, Valleydale Mortgage, Valleydale Security Agreement, Valleydale Renovation Escrow, and all other documents evidencing, securing, or executed or delivered in connection with the Valleydale Note are collectively referred to herein as the “Valleydale Loan Documents”);

WHEREAS, Borrower is justly indebted to Lender under that certain Promissory Note dated of even date herewith, in the original principal amount of \$536,000.00, (the “Apricot Avenue Note”), which Apricot Avenue Note (i) was made pursuant to that certain Business Loan Agreement by and between Borrower and Lender dated of even date herewith (the “Apricot Avenue Loan Agreement”); (ii) is secured by (a) that certain Mortgage from Borrower to Lender dated of even date herewith, recorded in the Office of the Judge of Probate of Jefferson County, Alabama as Instrument # 2024049027, covering the real property described on **Exhibit B** hereto, located at 1120 Apricot Avenue, Birmingham, AL 35214 (the “Apricot Avenue Mortgage”), (b) that certain Assignment of Rents from Borrower to Lender dated of even date herewith, recorded in the Office of the Judge of Probate of Jefferson County, Alabama as Instrument # 2024049028 (the “Apricot Avenue Assignment”), (c) that certain Security

Agreement from Borrower to Lender dated even date herewith (the "Apricot Avenue Security Agreement") (the Apricot Avenue Note, Apricot Avenue Loan Agreement, Apricot Avenue Mortgage, Apricot Avenue Assignment, Apricot Avenue Security Agreement, and all other documents evidencing, securing, or executed or delivered in connection with the Apricot Avenue Note are collectively referred to herein as the "Apricot Avenue Loan Documents", and the Apricot Avenue Loan Documents, together with the Valleydale Loan Documents, are collectively referred to herein as the "Combined Loan Documents"); and

WHEREAS, Lender requires as a condition to making the loans evidenced by the Valleydale Note and the Apricot Avenue Note (collectively, the "Loans") that Borrower agrees (i) to the cross-collateralization and cross-default of the Combined Loan Documents by executing this Agreement in favor of Lender, and (ii) to pay all Lenders expenses in connection with this Agreement, including, but not limited to, attorney's fees and all taxes and fees relating to the recording of this Agreement.

NOW, THEREFORE, for and in consideration of Lender making the Loans to Borrower, Borrower and Lender hereby agree as follows:

1. Cross-Collateral. Borrowers agree that the Valleydale Note and the Apricot Avenue Note (the "Combined Notes") are hereby secured by the Combined Loan Documents. The Combined Loan Documents will survive the maturity of and repayment in full of any of the Combined Notes and continue in full force and effect and Borrower will have no right to a release of any of the collateral within the Combined Loan Documents until all Borrower's obligations under the Combined Notes and other the Combined Loan Documents are paid and performed in full.

2. Cross-Default. Borrowers hereby agree that (i) any default or Event of Default (as defined therein) under any of the Combined Loan Documents, at Lender's option, shall constitute a default or Event of Default under any one or more of the Combined Loan Documents and (ii) in the event of a default or Event of Default under any of the Combined Loan Documents, Lender may exercise any one or more of its rights and remedies under any one or more of the Combined Loan Documents, simultaneously or successively, and in any order that Lender may elect.

3. Representations and Warranties. Borrower represents and warrants to Lender as follows:

- a.** That it is an Alabama non-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Alabama;
- b.** That it has full power and authority to enter into this Agreement and that this Agreement has been duly authorized by all requisite corporate action;
- c.** That it has received adequate consideration for the obligations and undertakings provided for in this Agreement; and
- d.** That this Agreement constitutes the valid and binding obligation of Borrower, enforceable in accordance with its terms.

4. **Choice of Law.** This Agreement will be governed by the laws of the State of Alabama without regard to its conflicts of law provisions.

5. **Recitals.** The Recitals hereto are hereby incorporated into and made a part of this Agreement.

6. **Miscellaneous.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. This Agreement and the documents to be delivered by the parties pursuant to the provisions hereof constitute the entire agreement between the parties. This Agreement shall inure to the benefit of and be binding on and enforceable against the heirs, successors and assigns of the parties.

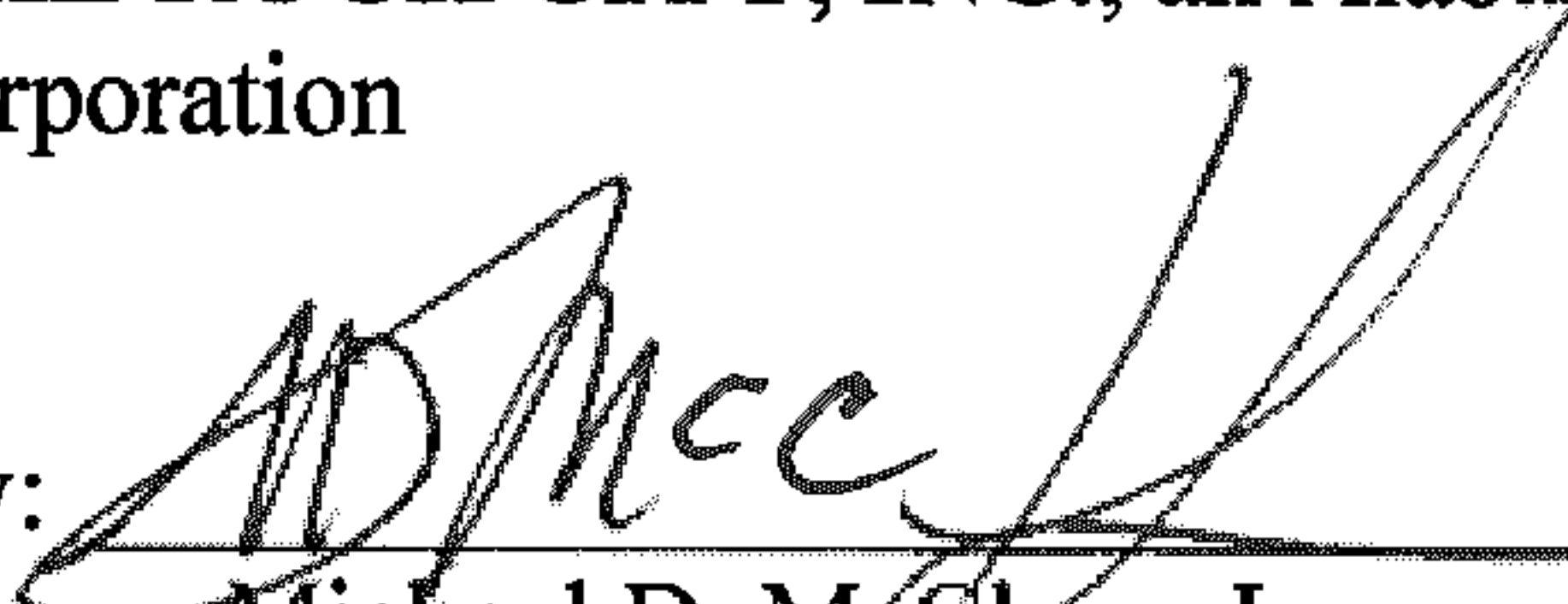
7. **Counterparts.** This Agreement has been executed in two original counterparts, one of which is to be recorded in Shelby County, Alabama and the other of which is to be recorded in Jefferson County, Alabama, each of which shall be deemed an original, but which together will constitute one and the same agreement.

[signatures begin on following page]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed under seal as of the Effective Date.

BORROWER:

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, a Notary Public in and for the State of Alabama at Large, 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 that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of such corporation.

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


Notary Public

My Commission Expires: 6-2-2027

[SEAL]



LENDER:

CITIZENS TRUST BANK, a Georgia state bank

By: _____

Monica R. Williams

Its: AVP/Business Banking Relationship Manager

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Monica R. Williams, whose name as AVP/Business Banking Relationship Manager of **CITIZENS TRUST BANK**, a Georgia state banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of such bank.

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

Notary Public

My Commission Expires: 6-2-2027

[SEAL]



EXHIBIT A**REAL PROPERTY COVERED BY VALLEYDALE MORTGAGE****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.

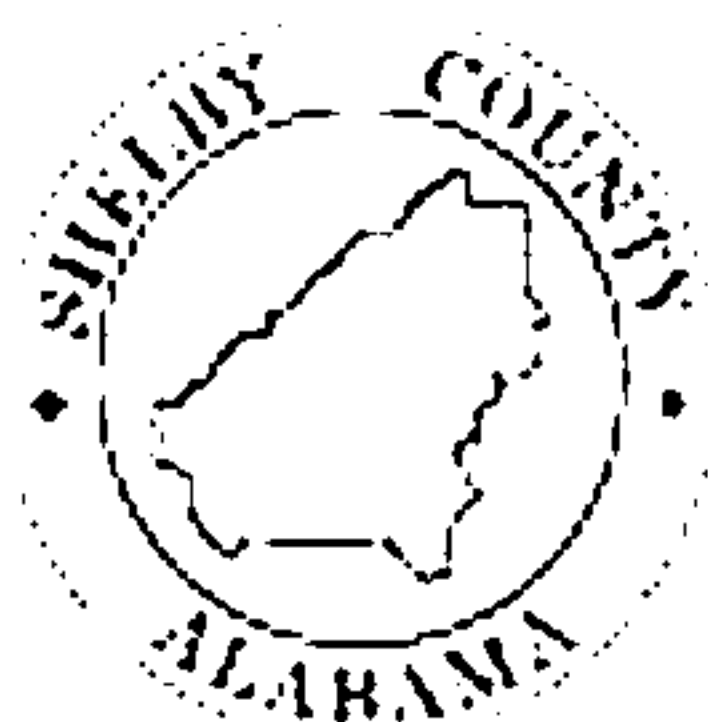
PARCEL 4

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.

EXHIBIT B**REAL PROPERTY COVERED BY APRICOT AVENUE MORTGAGE**

Commence at the SW corner of the NE 1/4 of the SW 1/4 of Section 18, Township 17 South, Range 3 West, Jefferson County, Alabama; thence run North 89 degrees 6 minutes 29 seconds East along the South line of said Quarter-Quarter for a distance of 330 feet to the point of beginning; thence run North 1 degree 43 minutes 22 seconds West for a distance of 650.06 feet; thence run North 87 degrees 32 minutes 29 seconds East for a distance of 40.06 feet; thence run North 1 degree 38 minutes 18 seconds West for a distance of 208.71 feet; thence run North 87 degrees 32 minutes 29 seconds East for a distance of 473.76 feet; thence run South 2 degrees 55 minutes 31 seconds East for a distance of 214.54 feet; thence run North 89 degrees 7 minutes 29 seconds East for a distance of 249.70 feet; thence run South 1 degree 6 minutes 5 seconds East for a distance of 237.52 feet; thence run South 87 degrees 8 minutes 17 seconds West for a distance of 207.76 feet; thence run South 1 degree 52 minutes 29 seconds East for a distance of 413.65 feet to the South line of said Quarter-Quarter; thence run South 89 degrees 6 minutes 29 seconds West for a distance of 559.14 feet to the point of beginning.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/23/2024 03:12:33 PM
\$43.00 JOANN
20240523000154290

Allen S. Bayl