

PREPARED BY:

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WHEN RECORDED RETURN TO:

JPMorgan Chase Bank, N.A.
Wholesale Lending Services - Collateral
IL1-0054
10 S. Dearborn, Floor
L2S Chicago, IL 60603-2300



**Mortgage,
Assignment of Leases and Rents,
and Security Agreement**

THIS IS A FUTURE ADVANCE MORTGAGE.

THIS INSTRUMENT IS BEING FILED AS AND SHALL CONSTITUTE A MORTGAGE AND A FINANCING STATEMENT FILED AS A FIXTURE FILING IN ACCORDANCE WITH ALABAMA CODE SECTION 7-9A-502 AND SHOULD BE CROSS-INDEXED IN THE INDEX OF FIXTURE FILINGS. DEBTOR IS THE RECORD OWNER OF THE PROPERTY DESCRIBED HEREIN. THE NAMES AND ADDRESSES OF DEBTOR ("MORTGAGOR" HEREIN) AND THE SECURED PARTY ("LENDER" HEREIN) ARE SET FORTH IN THE FIRST PARAGRAPH OF THE MORTGAGE.

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (this "Mortgage") is made as of September 9, 2024, from RED MOUNTAIN GARAGE DOORS LLC, an Alabama limited liability company, as mortgagor (the "Mortgagor") whose address is 1259 ELIZABETH TER, HOOVER, AL 35244, in favor of JPMORGAN CHASE BANK, N.A., as mortgagee (together with its successors and assigns, the "Lender") whose address is 2645 8th Ave S, Nashville, TN 37204.

Lender is making a Loan to Mortgagor in the aggregate principal amount of \$2,100,000.00 (the "Loan") pursuant to a Credit Agreement of even date herewith between Mortgagor and Lender (together with all amendments, modifications, extensions, refinancings, renewals, consolidations, substitutions, and replacements thereof, collectively, the "Loan Agreement"), as evidenced by that certain term note of even date herewith in said amount (together with all amendments, modifications, extensions, refinancings, renewals, consolidations, substitutions, and replacements thereof, collectively, the "Note"). The Loan Agreement, the Note, this Mortgage and all other documents executed in connection with the consummation of the Loan or the Liabilities (as defined below) are referred to herein, collectively, as the "Loan Documents."

NOW, THEREFORE, in consideration of the Loan and the promises and covenants contained herein and in the Loan Documents, and in order to secure the payment of the Liabilities (as defined herein), and any extensions or renewals thereof and further to secure the performance

of the covenants, conditions and agreements hereinafter set forth, Mortgagor hereby does irrevocably mortgage, grant, bargain, sell, convey, assign, alien, remise, release and confirm to Lender, and to its successors and assigns, in fee simple, with RIGHT OF ENTRY AND POSSESSION and POWER OF SALE as provided below, and grants to Lender a security interest in, all of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to the following (collectively, the "Mortgaged Property"):

- a) All that tract or parcel or parcels of land and estates more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land");
- b) All buildings, structures, and improvements now or hereafter erected on the Land (the "Improvements");
- c) All land lying in the bed of any road, street, alley or the like, opened, proposed or vacated, public or private, or any strip or gore, adjoining the Mortgaged Property;
- d) All fixtures, fittings, building materials, machinery, inventory, equipment, furniture and furnishings, and other goods of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with, or with the operation of, the Land or Improvements (except household goods of the Mortgagor not acquired with the proceeds of any amount secured hereby), including all extensions, additions, improvements, betterments, renewals, substitutions and replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, inventory, equipment, furniture, furnishings and goods actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (collectively, the "FF&E");
- e) All machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever located now or in the future in or upon the Mortgaged Property and used or useable in connection with any present or future operation of the Mortgaged Property (the "Equipment"). It is agreed that all Equipment is part of the Mortgaged Property and appropriated to the use of the real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage, unless the Lender shall otherwise elect, be deemed conclusively to be real estate and mortgaged and warranted to the Lender
- f) All estates, rights, titles, interests, tenements, hereditaments, privileges, easements, rights-of-way, and appurtenances of any kind appertaining to or benefiting the Land, all means of access to and from the Land, whether public or private, and all water, air, timber and mineral rights;
- g) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other

licenses, permits, contracts and agreements relating to the use, development, occupancy, operation, management or sale of or construction of improvements on the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;

- h) All accounts, accounts receivable, contract rights, chattel paper, notes, drafts, acceptances, and all other debts, obligations and liabilities in whatever form owing to Mortgagor, documents, policies and certificates of insurance, choses in action, instruments, securities, investment property, cash, and general intangibles, arising or resulting from or used in connection with or with the operation of the Land or Improvements, whether now or hereafter existing or arising or acquired;
- i) All the existing and future rents, revenues, royalties, issues, income and profits of the Mortgaged Property that arise from its use or occupancy, including, without limitation, security deposits and advance rentals (herein together called the "Rents") and all leases, subleases or management, leasing or occupancy agreements pertaining to the Land or the Improvements (herein together called the "Leases");
- j) All awards or payments, including interest thereon, that may heretofore or hereafter be made with respect to the Land, the Improvements, or the FF&E, whether from the exercise of the right of eminent domain or condemnation (including any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Land, the Improvements, or the FF&E, and all proceeds of, and any unearned premiums on, any insurance policies covering the Land, the Improvements, or the FF&E, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Land, the Improvements, or the FF&E;
- k) All proceeds and products, cash or non-cash (including, but not limited to, all insurance, contract and tort proceeds and all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the property described above) of any of the foregoing types or items of property described in subparagraphs (A), (B), (C), (D), (E), (F), (G), (H), (I), or (J) above.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Lender and to its successors and assigns forever, subject however to the terms and conditions contained herein;

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Liabilities shall be paid, at the times and in the manner stipulated in the Note, any other of the Loan Documents, or any other documents evidencing the Liabilities, and Mortgagor shall perform and observe or cause to be performed and observed all the covenants and promises contained in the Note, this Mortgage and all other Loan Documents, and any amendments, modifications, extensions, refinancings, renewals, consolidations, substitutions, and replacements thereof, all without fraud or delay, then this Mortgage, and all the interests and rights hereby granted,

bargained, sold, and conveyed, shall cease, terminate and be void, but shall otherwise remain in full force and effect.

The Mortgaged Property are unencumbered except for liens for taxes and assessments not yet due and payable, building and use restrictions of record, zoning ordinances, and any other encumbrances disclosed to the Lender in writing as of the date of this Mortgage ("Permitted Encumbrances"). If the Mortgaged Property are encumbered by Permitted Encumbrances, the Mortgagor shall perform all obligations and make all payments as required by the Permitted Encumbrances. The Mortgagor shall provide the Lender copies of all writings pertaining to Permitted Encumbrances and the Lender is authorized to request and receive that information from any other person without the consent or knowledge of the Mortgagor.

MORTGAGOR WARRANTS AND REPRESENTS that Mortgagor is lawfully seized of the Mortgaged Property, in fee simple absolute, that Mortgagor has the legal right to convey and encumber the same, and that the Mortgaged Property is free and clear of all liens and encumbrances other than the Permitted Encumbrances. Mortgagor further warrants and will forever defend all and singular the Mortgaged Property and title thereto to Lender and Lender's successors and assigns, against the lawful claims of all persons.

The term "Borrower" means the Mortgagor or any other person or entity liable to the Lender under any instrument or agreement described in the definition of "Liabilities" herein, whether under any promissory note, guaranty, letter of credit application, this Mortgage, any other Loan Documents or otherwise.

This instrument secures the Liabilities. As used herein, "Liabilities" shall mean all indebtedness, liabilities and obligations of every kind and character of each Borrower to the Lender, whether the indebtedness, liabilities and obligations are individual, joint or several, contingent or otherwise, now or hereafter existing, including, without limitation, all liabilities, interest, costs and fees, arising under or from any note, open account, overdraft, credit card, lease, Rate Management Transaction, letter of credit application, endorsement, surety agreement, guaranty, acceptance, foreign exchange contract or depository service contract, whether payable to the Lender or to a third party and subsequently acquired by the Lender, any monetary obligations (including interest) incurred or accrued during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding, and all renewals, extensions, modifications, consolidations, rearrangements, restatements, replacements or substitutions of any of the foregoing. The Mortgagor and the Lender specifically contemplate that Liabilities include indebtedness hereafter incurred by the Borrower to the Lender, including future advances. The term "Liabilities" includes, without limitation, the following:

- (1) That certain Term Note, dated as of the date hereof in the original principal amount of One Million Nine Hundred Sixty-Nine Thousand Seven Hundred and 00/100 Dollars (\$1,969,700.00), executed and delivered by Red Mountain Garage Doors LLC to the Lender and having a final maturity date of October 1, 2034; and
- (2) The performance of all of the promises and agreements contained in this Mortgage.

This Mortgage shall not apply to any obligation or debt incurred for personal, household or family purposes unless the note or guaranty evidencing such personal, household or family debt expressly states that it is secured by this Mortgage.

The term "Rate Management Transaction" in this Mortgage means any transaction, (including an agreement with respect thereto) now existing or hereafter entered into by any Borrower and the Lender, which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option, derivative transaction or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures.

The Mortgagor promises and agrees with the Lender that each of the following is true and will remain true until termination of this Mortgage and full and final payment of all Liabilities:

1. **Payment of Liabilities; Performance of Obligations.** The Mortgagor shall promptly pay when due, whether by acceleration or otherwise, the Liabilities for which the Mortgagor is liable, and shall promptly perform all obligations to which the Mortgagor has agreed under the terms of this Mortgage and any of the other Loan Documents.
2. **Taxes and Liens.** The Mortgagor shall pay, when due, before any interest, collection fees or penalties shall accrue, all taxes, assessments, fines, impositions, and other charges which may become a lien prior to this Mortgage. Should the Mortgagor fail to make those payments, the Lender may at its option and at the expense of the Mortgagor, pay the amounts due for the account of the Mortgagor. Upon the request of the Lender, the Mortgagor shall immediately furnish to the Lender all notices of amounts due and receipts evidencing payment. The Mortgagor shall promptly notify the Lender of any lien on all or any part of the Mortgaged Property and shall promptly discharge any unpermitted lien or encumbrance.
3. **Change in Taxes.** In the event of the passage of any law or regulation, state, federal or municipal, subsequent to the date of this Mortgage, which changes or modifies the laws now in force governing the taxation of deeds to secure debt, or debts secured by deeds to secure debt, or the manner of collecting those taxes, the Liabilities shall become due and payable immediately at the option of the Lender.
4. **Insurance.** The Mortgagor shall keep the Mortgaged Property and the Improvements on the Mortgaged Property continuously insured for the benefit of the Lender, in an amount not less than the full insurable value, on a replacement costs basis (without deduction for depreciation) of the Improvements and contents, if applicable, and without any reduction based upon the Mortgagor's acts, against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the state where the Mortgaged Property are located, including risks of vandalism and malicious mischief. If at any time, the Improvements or any part thereof, lies within a "special flood hazard area" as designated from time to time on maps prepared and issued by the Federal Emergency Management Agency (FEMA), as a one hundred year flood plain or other area identified by the Lender as having a high or moderate risk of flooding,

the Mortgagor shall maintain a flood insurance policy or policies (whether or not coverage is available from the National Flood Insurance Program or otherwise) required by the "Flood Laws" (hereinafter defined), in form and substance acceptable to Lender covering the Improvements and contents (to the extent the contents secure the Liabilities). As used in this paragraph, the term "Flood Laws" collectively means the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973, the National Flood Insurance Reform Act of 1994, the Biggert-Waters Flood Insurance Act of 2012, as such statutes may be amended or re-codified from time to time, any substitution therefor, any regulations promulgated thereunder, and all other laws, regulations, and other legal requirements relating to flood insurance. Such flood insurance policy shall be in the amount required from time to time by the Lender (which may exceed the amount required under the Flood Laws) and include a non-contributing mortgagee clause naming the Lender as mortgagee. The Mortgagor shall additionally provide such other appropriate insurance as the Lender may require from time to time. All insurance policies and renewals must be in form and substance acceptable to the Lender, must provide for payment to the Lender in the event of loss, regardless of any act or omission by the Mortgagor, must require thirty (30) days' notice to the Lender in the event of nonrenewal or cancellation and must be delivered to the Lender within thirty (30) days prior to their respective effective dates. In the event of loss or damage, the proceeds of the insurance shall be paid to the Lender alone. No loss or damage shall itself reduce the Liabilities. The Lender is authorized to adjust and compromise a loss without the consent of the Mortgagor, to collect, receive and receipt for any proceeds in the name of the Lender and the Mortgagor and to endorse the Mortgagor's name upon any check in payment of proceeds. The proceeds shall be applied first toward reimbursement of all costs and expenses of the Lender in collecting the proceeds and then toward payment of the Liabilities or any portion of it, whether or not then due or payable, at its option, may apply the proceeds, or any part of the proceeds or the Lender, at its option, may apply the proceeds, or any part of the proceeds, to the repair or rebuilding of the Mortgaged Property provided that the Mortgagor (a) is not then or at any time during the course of restoration of the Mortgaged Property in default under this Mortgage and (b) has complied with all requirements for application of the proceeds to restoration of the Mortgaged Property as the Lender, in its sole discretion may establish. The Mortgagor shall also provide and maintain comprehensive general liability insurance in such coverage amounts as the Lender may request, with the Lender being named as an additional insured on such policies. Evidence of the renewal of such liability insurance shall be delivered to the Lender at the same time as evidence of the renewal of the property insurance required above must be delivered to the Lender. Unless the Mortgagor provides the Lender with evidence of all the insurance coverage required herein, including the policies, certificates and renewals thereof, or fails to pay the premiums when such premiums are due, the Lender may purchase insurance at the Mortgagor's expense to protect the Lender's interest in the Mortgaged Property. This insurance may, but need not, protect the Mortgagor's interests, may not pay any claim that Mortgagor may make or any claim that is made against the Mortgagor in connection with the Mortgaged Property. The Mortgagor may later cancel any insurance purchased by the Lender pursuant to this provision, but only after providing satisfactory evidence that the Mortgagor has obtained the required insurance. If the Lender purchases insurance, the Mortgagor will be responsible for the costs of such insurance, including interest and any other charges that the Lender may impose in connection with the placement of such insurance until the effective date of the cancellation or expiration of such insurance, and such costs may be included in the Liabilities. The costs of the insurance purchased by the Lender may be more than the cost of insurance that the Mortgagor may otherwise be able to obtain.

5. Reserves for Taxes and Insurance. The Mortgagor shall, if requested by the Lender, pay to the Lender, at the time of and in addition to the scheduled installments of principal and/or interest due under the Liabilities, a sum equal to (a) the amount estimated by the Lender to be sufficient to enable the Lender to pay, at least thirty (30) days before they become due and payable, all taxes, assessments and other similar charges levied against the Mortgaged Property, plus (b) the amount of the annual premiums on any policies of insurance required to be carried by the Mortgagor, divided by (c) the number of installments due each year ((a) and (b) are collectively referred to as the "Charges"). Upon notice at any time, the Mortgagor will, within ten (10) days, deposit such additional sum as may be required for the payment of increased Charges. These sums may be commingled with the general funds of the Lender and no interest shall be payable on them, nor shall these sums be deemed to be held in trust for the benefit of the Mortgagor. Notwithstanding payment of any sums by the Mortgagor to the Lender under the terms of this Section, the Lender shall have no obligation to pay any Charges. The obligation of the Mortgagor to pay the Charges is not affected or modified by the arrangements set out in this Section. Payment by the Lender on any one or more occasions of all or any part of the Charges shall not be construed as obligating it to pay any Charges on any other occasion. If the Lender elects to pay any Charge, it shall not be required to do so at any time prior to the date on which penalties, interest or collection fees begin to accrue. If the Lender elects to pay any premium on any policy of insurance required to be carried by the Mortgagor, it may do so at any time prior to the cancellation of the policy.

In the event of foreclosure of this Mortgage, any of the moneys then remaining on deposit with the Lender or its agent shall be applied against the Liabilities prior to the commencement of foreclosure proceedings. Any default by the Mortgagor in the performance of the provisions of this Section shall constitute a default under this Mortgage.

6. Compliance with Laws and Operations at Mortgaged Property. All business activities and operations on or at the Mortgaged Property, including but not limited to those of any tenants, shall comply with all federal, state and local laws, regulations, ordinances, and rules now or hereafter in effect, including without limitation federal marijuana laws.

7. Waste, Abandonment. The Mortgagor shall not abandon the Mortgaged Property, commit or permit waste on the Mortgaged Property, or do any other act causing the Mortgaged Property to become less valuable. The Mortgagor will keep the Mortgaged Property in good order and repair and in compliance in all material respects with any law, regulation, ordinance or contract affecting the Mortgaged Property and, from time to time, will make all needful and proper replacements so that all fixtures, improvements and Equipment will at all times be in good condition, fit and proper for their respective purposes. Without limitation of the foregoing, nonpayment of the Charges shall constitute waste. Should the Mortgagor fail to effect any necessary repairs, the Lender may, at its option and at the expense of the Mortgagor, make the repairs for the account of the Mortgagor. The Lender or its authorized agent shall have the right to enter upon and inspect the Mortgaged Property at all reasonable times. The Mortgagor unconditionally agrees to pay timely all fees with respect to inspections of the Mortgaged Property.

8. Appraisals. Lender or its authorized agents shall have the right to enter onto the Mortgaged Property at any reasonable time to perform appraisals. Lender shall be further entitled, where not otherwise prohibited by law, to recover from the Mortgagor all appraisal costs incurred by Lender.

9. Alterations, Removal. No building, structure, improvement, fixture, personal property or Equipment constituting any part of the Mortgaged Property shall be removed, demolished or substantially altered without the prior written consent of the Lender.

10. Payment of Other Obligations. The Mortgagor shall also pay all other obligations which may become liens or charges against the Mortgaged Property for any present or future repairs or improvements made on the Mortgaged Property, or for any other goods, services, or utilities furnished to the Mortgaged Property and shall not permit any lien or charge of any kind securing the repayment of borrowed funds (including the deferred purchase price for any property) to accrue and remain outstanding against the Mortgaged Property.

11. Assignment of Leases and Rents. As additional security for the Liabilities, the Mortgagor, by executing and delivering this Mortgage, absolutely, unconditionally, irrevocably and immediately assigns, grants, conveys and sets over unto the Lender all of the Mortgagor's right, title and interest in and to all Leases and Rents. Copies of existing Leases and Lease amendments have been delivered to the Lender. The Mortgagor will provide copies of any future Leases and Lease amendments to the Lender.

Subject to the license granted to the Mortgagor below, the Lender shall have the complete right and authority, at any time from and after the occurrence of any default in the payment or performance of any of the Liabilities or the occurrence of any default under this Mortgage, to collect and receive the Rents. For this purpose, the Lender is hereby given and granted the following rights, powers and authority: (a) the Lender may send notices to any and all tenants of the Mortgaged Property advising them of this assignment and directing all the Rents to be paid directly to the Lender or the Lender's agent; (b) the Lender may (i) enter upon and take possession of the Mortgaged Property, (ii) demand, collect and receive from the tenants (or from any other persons liable therefor) all of the Rents, (iii) institute and carry on all legal proceedings necessary for the protection of the Mortgaged Property, including such proceedings as may be necessary to recover possession of the Mortgaged Property and collect the Rents, (iv) remove any tenant or other persons from the Mortgaged Property, (v) enter upon the Mortgaged Property to maintain the Mortgaged Property and keep the same in repair, and pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Mortgaged Property in proper repair and condition and (vi) pay all taxes, assessments and water utilities and the premiums on fire and other insurance effected by the Lender on the Mortgaged Property; (c) the Lender may do any and all things necessary or advisable to execute and comply with all applicable laws, rules, orders, ordinances and requirements of all governmental agencies; (d) the Lender may (i) rent or lease the whole or any part of the Mortgaged Property for such term or terms and on such conditions as the Lender may deem appropriate, (ii) modify, terminate or accept the surrender of any Leases and/or (iii) waive, release, discharge or compromise any Rents or any obligations of any of the tenants under any Leases; (e) the Lender may make any payment, including necessary costs, expenses and reasonable attorneys' fees and court costs, or perform any action, required of the Mortgagor under any Lease, without releasing the Mortgagor from the obligation to do so and without notice to or demand on the Mortgagor; (f) the Lender may engage such agent or agents as the Lender may deem appropriate, either in the Lender's name or in the Mortgagor's name, to rent and manage the Mortgaged Property, including the collection and application of the Rents; and (g) the Lender may do all such other things and acts with respect to the Mortgaged Property, the Leases and the Rents as the Lender may deem

appropriate and may act exclusively and solely in the place and stead of the Mortgagor. The Lender has all of the powers of the Mortgagor for the purposes stated above. The Lender shall not be required to do any of the foregoing acts or things and the fact that the Lender shall have performed one or more of the foregoing acts or things shall not require the Lender to do any other specific act or thing. The foregoing rights and remedies of the Lender are in addition to and not in limitation of the rights and remedies of the Lender at law, in equity, under this Mortgage or under any of the other Loan Documents. The exercise by the Lender of any of the foregoing rights and remedies shall not constitute a cure or waiver of any default in the payment or performance of any of the Liabilities or of any default under this Mortgage.

Any Rents received by the Lender shall be applied against the Liabilities in such order or manner as the Lender shall elect in its sole discretion.

The Mortgagor hereby irrevocably authorizes and directs the tenants under the Leases to pay the Rents to the Lender upon written demand by the Lender, without further consent of the Mortgagor. The tenants may rely upon any written statement delivered by the Lender to the tenants. Any such payment to the Lender shall constitute payment to the Mortgagor under the Leases. The provisions of this paragraph are intended solely for the benefit of the tenants and shall never inure to the benefit of the Mortgagor or any person claiming through or under the Mortgagor, other than a tenant who has not received such notice. This assignment is not contingent upon any notice or demand by the Lender to the tenants.

This assignment shall not, prior to entry upon and taking possession of the Mortgaged Property by the Lender, be deemed to constitute the Lender a "lender in possession", nor obligate the Lender to: (a) appear in or defend any proceedings relating to any of the Leases, the Rents or to the Mortgaged Property; (b) take any action hereunder; (c) expend any money, incur any expense or perform any obligation or liability under the Leases; or (d) assume any obligation for any deposits delivered to the Mortgagor by any tenant and not delivered to the Lender.

The Mortgagor consents to the appointment of a receiver for the Mortgaged Property, without notice, if this is believed necessary or desirable by the Lender.

The Rents constitute cash collateral as defined under federal bankruptcy law.

This assignment shall continue to be operative during any foreclosure or other proceeding taken to enforce this Mortgage and during any redemption period.

Until the occurrence of any default in the payment or performance of any of the Liabilities or the occurrence of a default under this Mortgage or under any Loan Documents, the Mortgagor shall have a license, subject to the other covenants of the Mortgagor set forth in this assignment, to (a) remain in possession and control of the Mortgaged Property, (b) operate and manage the Mortgaged Property and (c) collect the Rents; provided that the granting of such license shall not constitute the Lender's consent to the use of cash collateral in any bankruptcy proceedings. The foregoing license shall automatically and immediately terminate, without notice to the Mortgagor, upon the occurrence of any default in the payment or performance of any of the Liabilities or upon the occurrence of any default under this Mortgage or under any other Loan Documents. Thereafter, the Mortgagor shall promptly pay or otherwise deliver to the Lender all Rents that the Mortgagor

may receive, and the Mortgagor shall hold such Rents in trust for the benefit of the Lender until so paid or delivered to the Lender.

The Mortgagor covenants, represents and warrants to the Lender that the following statements are true and will remain true until the Mortgage is terminated and the Liabilities are paid in full:

(i) The Mortgagor will fulfill and perform its obligations under all the Leases and give the Lender prompt notice of any default in the performance of the terms and conditions of the Leases by either the Mortgagor or the tenant, together with copies of notices sent or received by the Mortgagor in connection with any Lease;

(ii) Without the prior written consent of the Lender, the Mortgagor shall not in any way (a) enter into any new Lease, (b) amend, modify, assign its interest under, cancel or terminate any Lease, (c) accept a surrender of any Lease, (d) accept any payment of Rent under any Lease more than thirty (30) days in advance or (e) waive, release, discharge or compromise any Rent or any of the tenant's obligations under any Lease, except that the Mortgagor may increase Lease rentals without the Lender's consent;

(iii) The Mortgagor will appear and defend or prosecute any action growing out of any Lease at the Mortgagor's cost and expense;

(iv) The Lender may, but shall not be required to, make any payment including necessary costs, expenses and reasonable attorneys' fees and court costs, or perform any action required of the Mortgagor under any Lease, without releasing the Mortgagor from the obligation to do so and without notice to or demand on the Mortgagor. The Mortgagor will, immediately upon demand, reimburse the Lender for all such costs, expenses and fees, together with interest at the highest rate permitted by any instrument evidencing any of the Liabilities, all of which shall be added to the Liabilities;

(v) The Mortgagor has not previously assigned any of its rights under any Lease. The Mortgagor has not accepted Rent more than thirty (30) days in advance of accrual. There is no present default under any Lease by either the Mortgagor or any tenant. All existing Leases are in full force and effect and unmodified. To the best of the Mortgagor's knowledge, no person or entity is in possession of the Mortgaged Property, except pursuant to a valid and fully executed Lease that has been assigned to the Lender pursuant to this assignment. The Mortgagor owns the Leases, is entitled to receive the Rents and has authority to assign the Leases and the Rents to the Lender as set forth in this assignment. The Mortgagor will enforce the tenant's obligations under their respective Leases;

(vi) The Lender shall not be obligated by this assignment to perform or discharge any obligation under any Lease; and

(vii) The Mortgagor covenants not to execute any other assignment of the Leases or the Rents as security for any debt without the prior written consent of the Lender.

12. Assignment of Interest as Tenant or Purchaser. If the Mortgagor's interest in the Mortgaged Property is that of a tenant or a purchaser, the Mortgagor also assigns, mortgages and warrants to the Lender, as additional security for the Liabilities, all of the Mortgagor's right, title

and interest in and to any Leases, land contracts or other agreements by which the Mortgagor is leasing or purchasing all or any part of the Mortgaged Property, including all modifications, renewals and extensions, and all of the Mortgagor's right, title and interest in and to any purchase options contained in any such Leases or other agreements. The Mortgagor agrees to pay each installment of rent, principal and interest required to be paid by it under any such Lease, land contract or other agreement when each installment becomes due and payable, whether by acceleration or otherwise. The Mortgagor further agrees to pay and perform all of its other obligations under any such Lease, land contract or other agreement.

If the Mortgagor defaults in the payment of any installment of rent, principal or interest, or in the payment or performance of any other obligation, under any such Lease, land contract or other agreement, the Lender shall have the right, but not the obligation, to pay the installment or installments and to pay or perform the other obligations on behalf of and at the expense of the Mortgagor. If the Lender receives a written notice of the Mortgagor's default under any such Lease, land contract or other agreement, the Lender may rely on that notice as cause to take any action it deems necessary or reasonable to cure the default, even if the Mortgagor questions or denies the existence or nature of the default.

13. Security Agreement. This Mortgage also constitutes a security agreement within the meaning of the Uniform Commercial Code as in effect from time to time in the state in which the Mortgaged Property is located (the "UCC") and the Mortgagor grants to the Lender a security interest in any Equipment or other personal property included within the definition of the Mortgaged Property, and all proceeds, products and supporting obligations of any of the foregoing (the "Collateral"). Accordingly, the Lender shall have all of the rights and remedies available to a secured party under the UCC. Upon the occurrence of any default under this Mortgage, the Lender shall have, in addition to the remedies provided by this Mortgage, the right to use any method of disposition of collateral authorized by the UCC with respect to any portion of the Mortgaged Property subject to the UCC. The Lender shall have the right to require the Mortgagor to assemble the Collateral and make it available to the Lender at a place designated by the Lender which is reasonably convenient to both parties, the right to take possession of the Collateral with or without demand and with or without process of law, and the right to sell and dispose of the Collateral and distribute the proceeds according to law. Should a default occur, the Mortgagor will pay to the Lender all costs reasonably incurred by the Lender for the purpose of enforcing its rights hereunder, to the extent not prohibited by law, including, without limitation: costs of foreclosure; costs of obtaining money damages; and a reasonable fee for the services of internal and outside attorneys employed or engaged by the Lender for any purpose related to this security agreement, including, without limitation, consultation, drafting documents, sending notices or instituting, prosecuting or defending litigation or any proceeding. The Mortgagor agrees that upon default the Lender may dispose of any of the Collateral in its then present condition, that the Lender has no duty to repair or clean the Collateral prior to sale, and that the disposal of the Collateral in its present condition or without repair or clean-up shall not affect the commercial reasonableness of such sale or disposition. The Lender's compliance with any applicable state or federal law requirements in connection with the disposition of the Collateral will not adversely affect the commercial reasonableness of any sale of the Collateral. In connection with the right of the Lender to take possession of the Collateral, the Lender may, without liability on the part of the Lender, take possession of any other items of property in or on the Collateral at the time of taking possession and hold them for the Mortgagor. If there is any statutory requirement for notice, that

requirement shall be met if the Lender sends notice to the Mortgagor at least ten (10) days prior to the date of the sale, disposition, or other event giving rise to the required notice. Upon the request of the Lender, the Mortgagor shall execute and file such financing statements or similar records and shall take any other action requested by the Lender to perfect and continue as perfected the Lender's security interests in the Equipment and other personal property included in the definition of the Mortgaged Property. The Mortgagor shall pay (and shall reimburse the Lender for) all costs, including attorneys' fees and court costs, of the preparation and filing of any financing statements and the taking of any such other actions. The Lender is irrevocably appointed the Mortgagor's attorney-in- fact to execute any financing statement or similar record on the Mortgagor's behalf covering the Equipment and other personal property, tangible or intangible, that is included within the definition of Mortgaged Property. Additionally, if permitted by applicable law, the Mortgagor authorizes the Lender to file one or more financing statements or similar records related to the security interests created by this Mortgage and further authorizes the Lender, instead of the Mortgagor, to sign such financing statements or similar records. The Mortgagor shall execute and deliver, or cause to be executed and delivered, such other documents as the Lender may from time to time request to perfect or to further evidence the security interest created in the Collateral by this Mortgage. The Mortgagor further represents and warrants to the Lender that (a) its principal residence or chief executive office is at the address shown above and (b) the Mortgagor's name as it appears in this Mortgage is identical to the name of the Mortgagor appearing in the Mortgagor's organizational documents, as amended, including trust documents. The Mortgagor will not, without the Lender's prior written consent, change (a) the Mortgagor's name, (b) the Mortgagor's business organization, (c) the jurisdiction under which the Mortgagor's business organization is formed or organized, or (d) the address of the Mortgagor's chief executive office or principal residence or of any additional places of the Mortgagor's business.

14. Reimbursement of Advances. If the Mortgagor fails to perform any of its obligations under this Mortgage, or if any action or proceeding is commenced which materially affects the Lender's interest in the Mortgaged Property (including but not limited to a lien priority dispute, eminent domain, code enforcement, insolvency, bankruptcy or probate proceedings), then the Lender at its sole option may make appearances, disburse sums and take any action it deems necessary to protect its interest (including but not limited to disbursement of reasonable attorneys' fees and court costs and entry upon the Mortgaged Property to make repairs). Any amounts disbursed shall become additional Liabilities and shall bear interest at the highest rate permitted under any of the instruments evidencing any of the Liabilities and, at Lender's option, shall (a) be immediately due and payable upon notice from the Lender to the Mortgagor, or (b) be added to the balance of any of the instruments evidencing any of the Liabilities and be apportioned among and be payable with any installment payments to become due during either, at Beneficiary's option (i) the term of any applicable insurance policy, (ii) the remaining term of such instrument, or (iii) be treated as a balloon payment which will be due and payable at such instrument 's maturity. The Lender's rights under this Section shall be in addition to all other rights and remedies of the Lender under this Mortgage and the other Loan Documents. Any action taken by the Lender under this Section shall not be construed as curing any default that gave rise to such action by the Lender.

15. Due on Transfer. If all or any part of the Mortgaged Property or any interest in the Mortgaged Property is transferred without the Lender's prior written consent, the Lender may, at its sole option, declare the Liabilities to be immediately due and payable.

16. No Additional Lien. The Mortgagor covenants not to execute any Mortgage, mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against the interest of the Mortgagor in the Mortgaged Property without the prior written consent of the Lender, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage for the full amount secured by this Mortgage and shall also be subject and subordinate to all Leases.

17. Eminent Domain. Notwithstanding any taking under the power of eminent domain, alteration of the grade of any road, alley, or the like, or other injury or damage to or decrease in value of the Mortgaged Property by any public or quasi-public authority or corporation, the Mortgagor shall continue to pay the Liabilities in accordance with the terms of the Loan Documents. By executing this Mortgage, the Mortgagor assigns the entire proceeds of any award or payment and any interest to the Lender. The Mortgagor will notify the Lender of any action or proceeding related to any taking of all or any part of the Mortgaged Property, shall defend that action or proceeding in consultation with the Lender and shall, if requested by the Lender, deliver to the Lender all documents and instruments that may be required to allow the Lender to directly participate in or control such action or proceeding. The proceeds of any taking or grant in lieu of any taking shall be applied first toward reimbursement of all costs and expenses of the Lender in collecting the proceeds, including reasonable attorneys' fees and court costs, and then toward payment of the Liabilities, whether or not then due or payable, or the Lender, at its option, may apply the proceeds, or any part, to the alteration, restoration or rebuilding of the Mortgaged Property.

18. Environmental Provisions. As used herein: the term "Hazardous Substance" shall mean any substance, material, or waste that is (a) included within the definitions of "hazardous substances," "hazardous materials," "hazardous waste," "toxic substances," "toxic materials," "toxic waste," or words of similar import in any Environmental Law, (b) listed as hazardous substances by the United States Department of Transportation or by the Environmental Protection Agency, or (c) petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical. The term "Environmental Law" shall mean any federal, state or local law, rule, regulation, decision, policy or guideline, pertaining to Hazardous Substances, or protection of the environment, and all present and future amendments thereto. Except as disclosed in writing by the Mortgagor to the Lender, the Mortgagor represents and warrants to the Lender that (i) neither the Mortgaged Property nor the Mortgagor are in violation of any Environmental Law applicable to the Mortgaged Property, or are subject to any existing, pending or threatened governmental investigation pertaining to the Mortgaged Property, or are subject to any remedial obligation or lien under or in connection with any Environmental Law, (ii) the Mortgagor has no actual knowledge or notice of the presence or release of Hazardous Substances in, on or around any part of the Mortgaged Property or the soil, groundwater or soil vapor on or under the Mortgaged Property, or the migration of any Hazardous Substance, from or to any other property in the vicinity of the Mortgaged Property; and (iii) the Mortgagor's intended future use of the Mortgaged Property will not result in the release of any Hazardous Substance in, on or around any part of the Mortgaged Property or in the soil, groundwater or soil vapor on or under the Mortgaged Property, or the migration of any Hazardous Substance from or to any other property in the vicinity of the Mortgaged Property.

The Mortgagor shall neither use nor permit any third party to use, generate, manufacture, produce, store, or release, on, under or about the Mortgaged Property, or transfer to or from the Mortgaged Property, any Hazardous Substance, except in compliance with all Environmental Laws, and shall otherwise comply, at the Mortgagor's sole expense and responsibility, with all Environmental Laws, provided that if any such occurrence shall nevertheless happen, the Mortgagor shall promptly remedy such condition, at its sole expense and responsibility. The Mortgagor shall not permit any environmental liens to be placed on any portion of the Mortgaged Property. The Mortgagor shall promptly notify the Lender in writing if (a) any of the representations and warranties herein are no longer accurate, (b) there may be any Hazardous Substance in, on or around the Mortgaged Property or the soil, groundwater or soil vapor on or under the Mortgaged Property, or (c) any violation of any Environmental Law on or affecting or otherwise in respect of the Mortgaged Property has occurred. The Lender and its agents shall have the right, and are hereby authorized, at any reasonable time to enter upon the Mortgaged Property for the purposes of observing the Mortgaged Property, taking and removing soil or groundwater samples, and conducting tests and/or site assessments on the Mortgaged Property, or taking such other actions as the Lender deems necessary or advisable to clean up, remove, resolve, or minimize the impact of, or otherwise deal with, any Hazardous Substances on or affecting the Mortgaged Property following receipt of any notice from any person or entity asserting the existence or possible existence of any Hazardous Substances pertaining to the Mortgaged Property, that, if true, could jeopardize the Lender's security for the Liabilities. All reasonable costs and expenses paid or incurred by the Lender in the exercise of any such rights shall be secured hereby and shall be payable by the Mortgagor upon demand.

The Mortgagor shall indemnify and hold the Lender harmless from, for and against any and all actions, causes of action, claims, liabilities, damages (including foreseeable and unforeseeable consequential damages), losses, fines, penalties, judgments, awards, settlements, and costs and expenses (including, without limitation, reasonable attorneys' fees, experts', engineers' and consultants' fees, and costs and expenses of investigation, testing, remediation and dispute resolution) (collectively referred to as "Environmental Costs") that directly or indirectly arise out of or relate in any way to: (a) Any investigation, cleanup, removal, remediation, or restoration work of site conditions of the Mortgaged Property relating to Hazardous Substances; (b) Any resulting damages, harm, or injuries to the person or property of any third parties or to any natural resources involving Hazardous Substances relating to the Mortgaged Property; (c) Any actual or alleged past or present disposal, generation, manufacture, presence, processing, production, release, storage, transportation, treatment, or use of any Hazardous Substance on, under, or about the Mortgaged Property; (d) Any actual or alleged past or present violation of any Environmental Law relating to the Mortgaged Property; (e) Any lien on any part of the Mortgaged Property under any Environmental Law; or (f) Breach of any representation or warranty by or covenant of the Mortgagor herein. Notwithstanding anything contained herein to the contrary, the foregoing indemnity shall not apply to (i) matters resulting from the gross negligence or willful misconduct of the Lender, or (ii) matters resulting solely from the actions of the Lender taken after the Lender has taken title to, or exclusive possession of the Mortgaged Property, provided that, in both cases, such matters shall not arise from or be accumulated with any condition of the Mortgaged Property, which condition was not caused by the Lender. **The foregoing indemnity is expressly intended to include, and does include, any Environmental Costs arising as a result of any strict liability imposed or threatened to be imposed on the Lender in connection with any of the indemnified matters described in this Section or arising as a result of the negligence of the Lender in**

connection with such matters. This indemnity shall continue in full force and effect and shall survive the payment and performance of the Liabilities, the release of record of the lien, or any foreclosure (or action in lieu thereof), of this Mortgage, the exercise by the Lender of any other remedy under this Mortgage or any other document or instrument evidencing or securing the Liabilities, and any suit, proceeding or judgment against the Mortgagor by the Lender hereon.

19. Events of Default; Remedies. If any of the Liabilities are not paid at maturity, whether by acceleration or otherwise, or if a default occurs by anyone under the terms of this Mortgage or any Loan Document, then the Lender may exercise all of the rights, powers and remedies expressly or impliedly conferred on or reserved to it under this Mortgage or any other Loan Document, or now or later existing at law or in equity, including without limitation the following: (i) the Lender may declare the Liabilities to be immediately due, (ii) the Lender may proceed at law or in equity to collect the Liabilities, foreclose this Mortgage or otherwise pursue any of its rights or remedies available at law, in equity, pursuant to this Mortgage or pursuant to any of the other Loan Documents, (iii) the Lender may exercise any of its rights, powers or remedies pursuant to the UCC and (iv) with or without first taking possession of the Mortgaged Property, sell the Mortgaged Property at public outcry to the highest bidder for cash at the appropriate courthouse door considered the front or main door to the courthouse in the county where the Land, or a substantial and material part thereof, is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale in a newspaper of general circulation in the county or counties in which the Mortgaged Property is located. Upon payment of the purchase money, Lender or any person conducting the sale for Lender is authorized to execute to the purchaser at said sale a deed to the property so purchased. Lender may bid at said sale and purchase said property or any part thereof if it is the highest bidder therefor and shall be entitled to apply all or any part of the Obligations as a credit to the purchase price. The aforesaid power of sale and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative of the other remedies provided hereby or by law for the collection of the Obligations. One or more exercises of the powers herein granted shall not extinguish nor exhaust such powers, until the entire Mortgaged Property is sold or the Obligations and other indebtedness and obligations secured hereby are fully satisfied. At any such public sale, the Lender may execute and deliver to the purchaser a conveyance of the Mortgaged Property or any part of the Mortgaged Property in fee simple, with full warranties of title (or without warranties if the Lender shall so elect) and to this end, the Mortgagor hereby constitutes and appoints the Lender the agent and attorney-in-fact of the Mortgagor to make such sale and conveyance, and thereby to divest the Mortgagor of all right, title, interest, equity and equity of redemption that the Mortgagor may have in and to the Mortgaged Property and to vest the same in the purchaser or purchasers at such sale or sales, and all the acts and doings of said agent and attorney-in-fact are hereby ratified and confirmed and any recitals in said conveyance or conveyances as to facts essential to a valid sale shall be binding upon the Mortgagor. The aforesaid power of sale and agency hereby granted are coupled with an interest and are irrevocable by dissolution, insolvency or otherwise, are granted as cumulative of the other remedies provided hereby or by law for collection of the Liabilities and shall not be exhausted by one exercise thereof but may be exercised until full payment of all Liabilities. In the event of any such foreclosure sale by the Lender, the Mortgagor shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over. The Lender may adjourn from time to time any sale by it to be

made under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by any applicable provision of law, the Lender, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned. Upon any sale made under or by virtue of this Mortgage (whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale), the Lender may bid for and acquire the Mortgaged Property or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Liabilities the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which the Lender is authorized to deduct under this Mortgage. The Lender shall be entitled to the appointment of a receiver for the Mortgaged Property as a matter of right and without notice (without regard to the value of the Mortgaged Property) and the Mortgagor specifically consents to that appointment without notice. Without limitation, the receiver shall have the power to protect and preserve the Mortgaged Property, operate the Mortgaged Property prior to and during any foreclosure proceedings, to collect the Rents and apply the proceeds, over and above the costs of the receivership, to the Liabilities. The receiver shall serve without bond, if permitted by law. The Mortgaged Property may be sold in one parcel as an entirety or in such parcels, manner and order as the Lender may elect. The proceeds of any sale of the Mortgaged Property in foreclosure shall be retained by the Lender, up to the amount due on the Liabilities, including costs of sale and any environmental remediation or other costs and expenses incurred by the Lender in connection with the Liabilities and/or the Mortgaged Property, including without limitation, attorneys' fees and court costs. By executing this Mortgage, the Mortgagor waives, in the event of a foreclosure of this Mortgage or the enforcement by the Lender of any other rights and remedies in this Mortgage, any right otherwise available in respect to marshalling of assets which secure the Liabilities or to require the Lender to pursue its remedies against any other such assets. The Mortgagor waives all errors and imperfections in any proceedings instituted by the Lender to enforce any of its rights and remedies. The exercise of any one right or remedy by the Lender under this Mortgage or any of the other Loan Documents shall not impair or waive the Lender's right to exercise any other rights or remedies available to it at law, in equity, under this Mortgage or under any of the other Loan Documents, all such rights and remedies being cumulative. All fees, costs and expenses incurred by the Lender in pursuing or enforcing its rights and remedies at law, in equity, under this Mortgage or under any of the other Loan Documents, whether or not a lawsuit or legal action is filed, including attorneys' fees and court costs, shall be payable by the Mortgagor to the Lender on demand and shall be secured by this Mortgage.

20. Pledge. If the Mortgagor is not the Borrower, then the Mortgagor agrees that:

1. If any moneys become available from any source other than the Mortgaged Property that the Lender can apply to the Liabilities, the Lender may apply them in any manner it chooses, including but not limited to applying them against obligations, indebtedness or liabilities which are not secured by this Mortgage.
2. The Lender may take any action against the Borrower, the Mortgaged Property or any other collateral for the Liabilities, or any other person or entity liable for any of the Liabilities.
3. The Lender may release the Borrower or anyone else from the Liabilities, either in whole or in part, or release the Mortgaged Property in whole or in part or any other

collateral for the Liabilities, and need not perfect a security interest in the Mortgaged Property or any other collateral for the Liabilities.

4. The Lender does not have to exercise any rights that it has against the Borrower or anyone else, or make any effort to realize on the Mortgaged Property or any other collateral for the Liabilities, or exercise any right of setoff.
5. Without notice or demand and without affecting the Mortgagor's obligations hereunder, from time to time, the Lender is authorized to: (a) renew, modify, compromise, rearrange, restate, consolidate, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the Liabilities or any part thereof, including increasing or decreasing the rate of interest thereon; (b) release, substitute or add any one or more sureties, endorsers, or guarantors; (c) take and hold other collateral for the payment of the Liabilities, and enforce, exchange, substitute, subordinate, impair, waive or release any such collateral; (d) proceed against the Mortgaged Property or any other collateral for the Liabilities and direct the order or manner of sale as the Lender in its discretion may determine; and (e) apply any and all payments received by the Lender in connection with the Liabilities, or recoveries from the Mortgaged Property or any other collateral for the Liabilities, in such order or manner as the Lender in its discretion may determine.
6. The Mortgagor's obligations hereunder shall not be released, diminished or affected by (a) any act or omission of the Lender, (b) the voluntary or involuntary liquidation, sale or other disposition of all or substantially all of the assets of the Borrower, or any receivership, insolvency, bankruptcy, reorganization, or other similar proceedings affecting the Borrower or any of its assets or any other obligor on the Liabilities or that obligor's assets, (c) any change in the composition or structure of the Borrower or any other obligor on the Liabilities, including a merger or consolidation with any other person or entity, or (d) any payments made upon the Liabilities.
7. The Mortgagor expressly consents to any impairment of any other collateral for the Liabilities, including, but not limited to, failure to perfect a security interest and release of any other collateral for the Liabilities and any such impairment or release shall not affect the Mortgagor's obligations hereunder.
8. The Mortgagor waives and agrees not to enforce any rights of subrogation, contribution, reimbursement, exoneration or indemnification that it may have against the Borrower, any person or entity liable on the Liabilities, or the Mortgaged Property, until the Borrower and the Mortgagor have fully performed all their obligations to the Lender, even if those obligations are not covered by this Mortgage.
9. The Mortgagor waives (a) to the extent not prohibited by applicable law, all rights and benefits under any laws or statutes regarding sureties, as may be amended, (b) any right the Mortgagor may have to receive notice of the following matters before the Lender enforces any of its rights: (i) the Lender's acceptance of this Mortgage, (ii) incurrence or acquisition or material alteration of any Liabilities, any credit that the Lender extends to the Borrower, (iii) the Borrower's default, (iv) any demand, intent to accelerate, diligence, presentment, dishonor and protest, (v) any action that the Lender takes regarding the Borrower, anyone else, any other collateral for the

Liabilities, or any of the Liabilities, which it might be entitled to by law or under any other agreement, or (vi) any adverse facts that would affect the Mortgagor's risk, (c) any right it may have to require the Lender to proceed against the Borrower, any guarantor or other obligor on the Liabilities, the Mortgaged Property or any other collateral for the Liabilities, or pursue any remedy in the Lender's power to pursue, (d) any defense based on any claim that the Mortgagor's obligations exceed or are more burdensome than those of the Borrower, (e) the benefit of any statute of limitations affecting the Mortgagor's obligations hereunder or the enforcement hereof, (f) any defense arising by reason of any disability or other defense of the Borrower or by reason of the cessation from any cause whatsoever (other than payment in full) of the obligation of the Borrower for the Liabilities, (g) any defense based on or arising out of any defense that the Borrower may have to the payment or performance of the Liabilities or any portion thereof and (h) any defense based on or arising out of the Lender's negligent administration of the Liabilities. The Lender may waive or delay enforcing any of its rights without losing them. Any waiver affects only the specific terms and time period stated in the waiver.

10. The Mortgagor agrees to fully cooperate with the Lender and not to delay, impede or otherwise interfere with the efforts of the Lender to secure payment from the assets which secure the Liabilities including actions, proceedings, motions, orders, agreements or other matters relating to relief from automatic stay, abandonment of property, use of cash collateral and sale of the Lender's collateral free and clear of all liens.
11. The Mortgagor has (a) without reliance on the Lender or any information received from the Lender and based upon the records and information the Mortgagor deems appropriate, made an independent investigation of the Borrower, the Borrower's business, assets, operations, prospects and condition, financial or otherwise, and any circumstances that may bear upon those transactions, the Borrower or the obligations, liabilities and risks undertaken pursuant to this agreement; (b) adequate means to obtain from the Borrower on a continuing basis information concerning the Borrower and the Lender has no duty to provide any information concerning the Borrower or other obligor on the Liabilities to the Mortgagor; (c) full and complete access to the Borrower and any and all records relating to any Liabilities now or in the future owing by the Borrower; (d) not relied and will not rely upon any representations or warranties of the Mortgagor not embodied in this agreement or any acts taken by the Mortgagor prior to or after the execution or other authentication and delivery of this agreement (including but not limited to any review by the Mortgagor of the business, assets, operations, prospects and condition, financial or otherwise, of the Borrower); and (e) determined that the Mortgagor will receive benefit, directly or indirectly, and has or will receive fair and reasonably equivalent value, for the execution and delivery of this agreement and the rights provided to the Lender. By entering into this agreement, the Mortgagor does not intend: (i) to incur or believe that the Mortgagor will incur debts that would be beyond the Mortgagor's ability to pay as those debts mature; or (ii) to hinder, delay or defraud any creditor of the Mortgagor. The Mortgagor is neither engaged in nor about to engage in any business or transaction for which the remaining assets of the Mortgagor are unreasonably small in relation to the business

or transaction, and any property remaining with the Mortgagor after the execution or other authentication of this agreement is not unreasonably small capital.

21. Reinstatement. The Mortgagor agrees that to the extent any payment or transfer is received by the Lender in connection with the Liabilities, and all or any part of such payment or transfer is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be transferred or repaid by the Lender or paid over to a trustee, receiver or any other person or entity, whether under any bankruptcy act or otherwise (any of those payments or transfers is hereinafter referred to as a "Preferential Payment"), then this Mortgage shall continue to be effective or shall be reinstated, as the case may be, even if all Liabilities have been paid in full, and whether or not the Lender is in possession of this Mortgage or whether this Mortgage has been marked paid, cancelled, released or returned to the Borrower or the Mortgagor, and, to the extent of the payment or repayment or other transfer by the Lender, the Liabilities or part intended to be satisfied by the Preferential Payment shall be revived and continued in full force and effect as if the Preferential Payment had not been made. If this Mortgage must be reinstated, the Mortgagor agrees to execute and deliver to the Lender any new deeds to secure debt and agreements, if necessary or if requested by the Lender, in form and substance acceptable to the Lender, covering the Mortgaged Property. The obligations of Mortgagor under this section shall survive the termination of this Mortgage.

22. Representations by the Mortgagor. Each Mortgagor represents that: (a) it is well and truly seized of good and marketable fee simple title to the real property comprising the Mortgaged Property and it is the lawful owner of the personal property comprising the Mortgaged Property, subject only to Permitted Encumbrances; (b) the execution and delivery of this Mortgage and the performance of the obligations it imposes do not violate any law, conflict with any agreement by which it is bound or require the consent or approval of any governmental authority or any third party; (c) this Mortgage is a valid and binding agreement enforceable according to its terms; (d) any balance sheets, profit and loss statements, and other financial statements furnished to the Lender in connection with the Liabilities are accurate and fairly reflect the financial condition of the organizations and persons to which they apply on their effective dates, including contingent liabilities of every type, which financial condition has not changed materially and adversely since those dates; and (e) it shall not permit any proceedings in foreclosure or otherwise that would affect the Mortgaged Property. Each Mortgagor, other than a natural person, further represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state where it is organized and in good standing in each state where it is doing business; and (ii) the execution and delivery of this Mortgage and the performance of the obligations it imposes (A) are within its powers and have been duly authorized by all necessary action of its governing body and (B) do not contravene the terms of its articles of incorporation or organization, its by-laws, or any partnership, operating or other agreement governing its affairs.

23. Notice. Any notices and demands under or related to this Mortgage shall be in writing and delivered to the intended party at its address stated herein, and if to the Lender, at its main office if no other address of the Lender is specified herein, by one of the following means: (a) by hand; (b) by a nationally recognized overnight courier service; or (c) by certified mail, postage prepaid, with return receipt requested. Notice shall be deemed given: (a) upon receipt if delivered by hand; (b) on the Delivery Day after the day of deposit with a nationally recognized courier service; or (c) on the third Delivery Day after the notice is deposited in the mail. "Delivery Day" means a day

other than a Saturday, a Sunday or any other day on which national banking associations are authorized to be closed. Any party may change its address for purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision. This notice provision shall be inapplicable to any judicial or non-judicial proceeding where state law governs the manner and timing of notices in foreclosure or receivership proceedings.

24. Miscellaneous. If any provision of this Mortgage is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then that provision is null and void to the extent of the conflict or unenforceability and shall be severed from but shall not invalidate any other provision of this Mortgage. No waiver by the Lender of any right or remedy granted or failure to insist on strict performance by the Mortgagor waives any other right or remedy of the Lender or waives or bars the subsequent exercise of the same right or remedy by the Lender for any subsequent default by the Mortgagor. All rights and remedies of the Lender are cumulative.

These promises and agreements bind and these rights benefit the parties and their respective successors and assigns. If there is more than one Mortgagor, their obligations under this Mortgage are joint and several and their agreements, representations, warranties and covenants shall be individual, joint and several. The Mortgagor agrees that the Lender may at any time sell or transfer one or more participation interests in all or any part of the Liabilities to one or more purchasers whether or not related to the Lender.

This Mortgage and the Loan Documents constitute the entire understanding of the parties hereto and may not be amended or altered except by a written instrument that has been signed by the party(ies) against which enforcement of the amendment or alteration is sought.

Captions in this Mortgage are for convenience of reference only and do not limit the provisions of this Mortgage.

Time is of the essence in this Mortgage.

25. Governing Law and Venue. This Mortgage shall be governed by and construed in accordance with the laws of the State of Alabama; EXCEPT THAT, NOTWITHSTANDING ANY PROVISION OF THIS MORTGAGE TO THE CONTRARY, MATTERS REGARDING INTEREST TO BE CHARGED BY THE LENDER AND THE EXPORTATION OF INTEREST SHALL BE GOVERNED BY FEDERAL LAW (INCLUDING WITHOUT LIMITATION 12 U.S.C. SECTIONS 85 AND 1831u) AND THE LAW OF THE STATE OF OHIO, WHERE THE MAIN OFFICE OF THE LENDER IS LOCATED. The Mortgagor agrees that any legal action or proceeding with respect to any of its obligations under this Mortgage may be brought by the Lender in any state or federal court located in the State of Alabama, as the Lender in its sole discretion may elect. By the execution and delivery of this Mortgage, the Mortgagor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Mortgagor waives any claim that the State of Alabama is not a convenient forum or the proper venue for any such suit, action or proceeding. The extension of credit that is the subject of this Mortgage is being made by the Lender in Ohio.

26. Indemnification. In addition to the indemnification provisions described in the Section captioned "Environmental Provisions" of this Mortgage, the Mortgagor agrees to indemnify,

defend and hold the Lender, its parent companies, subsidiaries, affiliates, their respective successors and assigns and each of their respective shareholders, directors, officers, employees and agents (collectively the "Indemnified Persons") harmless from and against any and all loss, liability, obligation, damage, penalty, judgment, claim, deficiency, expense, interest, penalties, attorney's fees (including the fees and expenses of attorneys engaged by the Indemnified Person at the Indemnified Person's reasonable discretion) and amounts paid in settlement ("Claims") to which any Indemnified Person may become subject arising out of or relating to this agreement or the Collateral, except to the limited extent that the Claims are proximately caused by the Indemnified Person's gross negligence or willful misconduct. The indemnification provided for in this Section shall survive the termination of this agreement and shall not be affected by the presence, absence or amount of or the payment or nonpayment of any claim under, any insurance.

The Mortgagor's indemnity obligations under this Section shall not in any way be affected by the presence or absence of covering insurance, or by the amount of such insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under any insurance policy or policies affecting the Mortgagor's assets or the Mortgagor's business activities. Should any Claim be made or brought against any Indemnified Person by reason of any event as to which the Mortgagor's indemnification obligations apply, then, upon any Indemnified Person's demand, the Mortgagor at its sole cost and expense, shall defend such Claim in the Mortgagor's name, if necessary, by the attorneys for the Mortgagor's insurance carrier (if such Claim is covered by insurance), or otherwise by such attorneys as any Indemnified Person shall approve. Any Indemnified Person may also engage its own attorneys at its reasonable discretion to defend the Indemnified Person and to assist in its defense and the Mortgagor agrees to pay the fees and disbursements of such attorneys.

27. Information Waiver. The Mortgagor agrees that the Lender may provide any information or knowledge the Lender may have about the Mortgagor or about any matter relating to this Mortgage or the Loan Documents to JPMorgan Chase & Co., or any of its subsidiaries or affiliates or their successors, or to any one or more purchasers or potential purchasers of all or any part of the Liabilities and/or the Loan Documents.

28. Waiver of Redemption. To the extent permitted by applicable law, (a) the Mortgagor expressly waives any and all rights of redemption from sale under any order or judgment of foreclosure of this Mortgage and any rights of reinstatement which exist by statute or common law, on its own behalf and on behalf of each and every person, beneficiary or any other entity, except judgment creditors of the Mortgagor who acquire any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage; and (b) the Mortgagor expressly waives any and all rights of marshalling of assets of any sale hereunder of the Mortgaged Property or any other assets which secure the Liabilities.

29. WAIVER OF SPECIAL DAMAGES. THE MORTGAGOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE LENDER IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

30. JURY WAIVER. TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE MORTGAGOR AND THE LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE MORTGAGOR AND THE LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE LENDER TO PROVIDE THE FINANCING DESCRIBED HEREIN.

31. Cancellation and Surrender. Should the Liabilities secured by this Mortgage be paid according to the tenor and effect thereof when the same shall become due and payable, and should the Mortgagor perform all obligations in a timely manner, then this Mortgage shall be cancelled and surrendered.

32. WAIVER OF THE MORTGAGOR'S RIGHTS. BY EXECUTION OF THIS MORTGAGE, THE MORTGAGOR EXPRESSLY: (A) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE LIABILITIES EVIDENCED BY THE NOTE AND THE POWER OF ATTORNEY GIVEN HEREIN TO THE LENDER TO SELL THE PREMISES BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY THE MORTGAGOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE (EXCEPT AS OTHERWISE PROVIDED HEREIN); (B) EXCEPT TO THE EXTENT PROVIDED OTHERWISE HEREIN, WAIVES ANY AND ALL RIGHTS WHICH THE MORTGAGOR MAY HAVE UNDER THE CONSTITUTION OF THE UNITED STATES (INCLUDING THE FIFTH AND FOURTEENTH AMENDMENTS THEREOF), THE VARIOUS PROVISIONS OF THE CONSTITUTIONS FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW, TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY THE LENDER OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO THE LENDER; (C) ACKNOWLEDGES THAT THE MORTGAGOR HAS READ THIS MORTGAGE AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO THE MORTGAGOR AND THE MORTGAGOR HAS CONSULTED WITH COUNSEL OF THE MORTGAGOR'S CHOICE PRIOR TO EXECUTING THIS MORTGAGE; AND (D) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF THE MORTGAGOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY THE MORTGAGOR AS PART OF A BARGAINED FOR LOAN TRANSACTION.

33. Security Title. Any reference herein to the term "lien" or words of similar import shall be deemed also to mean "security title" and "security interest" in this Mortgage.

[Remainder of Page Intentionally Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Mortgage to be signed and delivered under seal on the day and year first written above, and it is intended hereby that this Mortgage constitute and have the effect of a sealed instrument under applicable law.

MORTGAGOR:

RED MOUNTAIN GARAGE DOORS
LLC,
an Alabama limited liability company

By: 

Elon Elzra
Printed Name

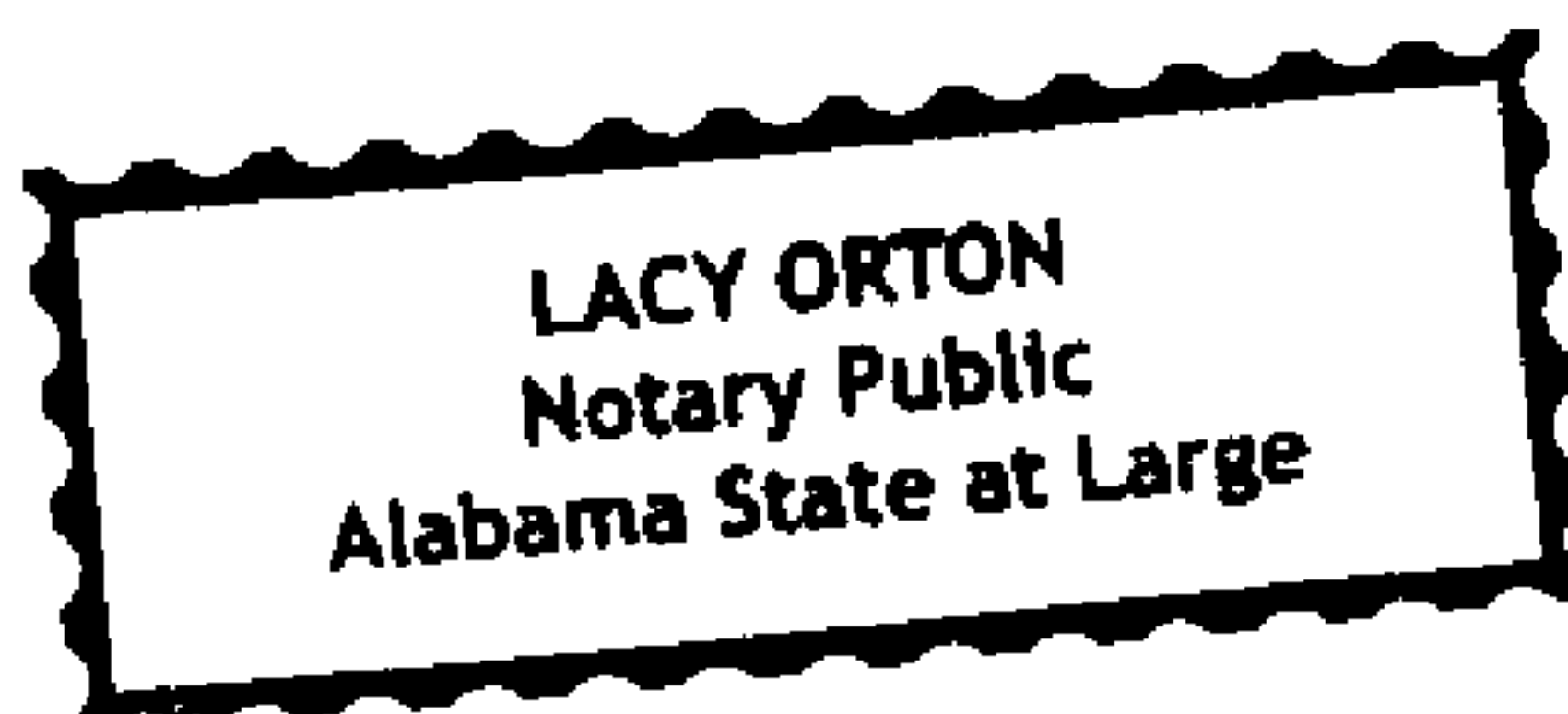
Member
Title

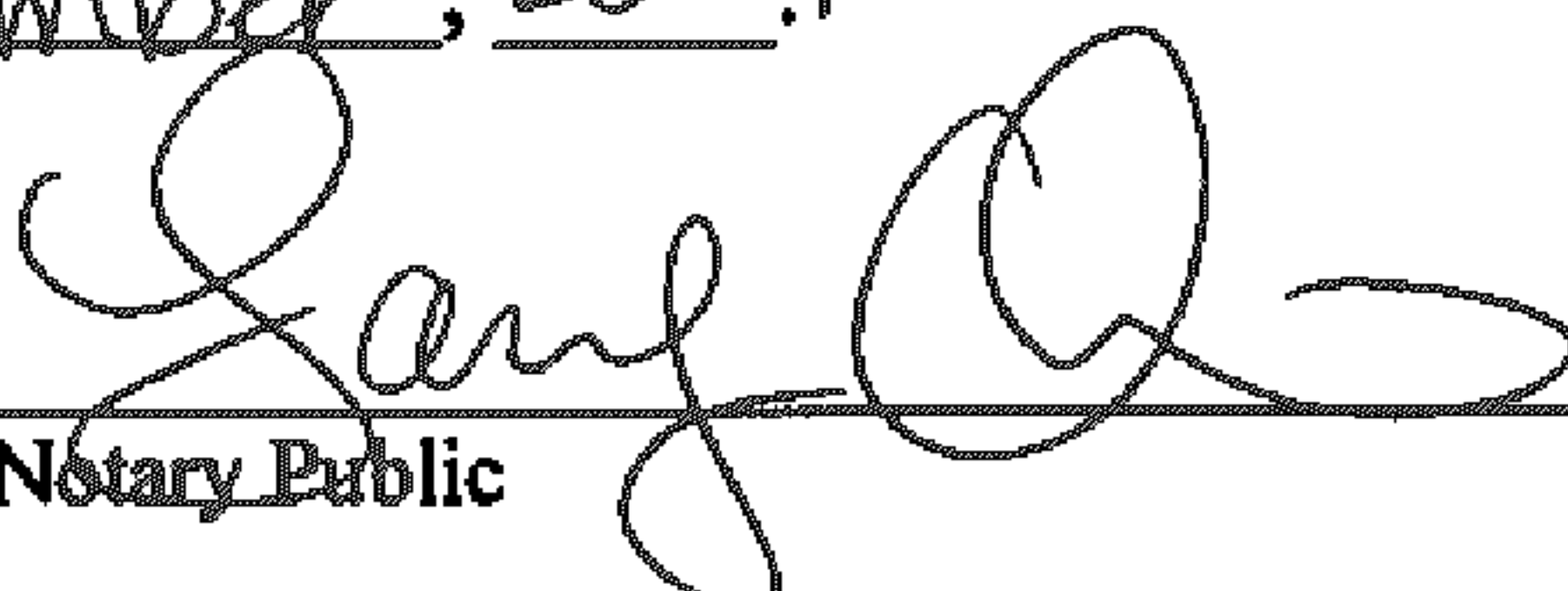
STATE OF Alabama)
COUNTY OF Jefferson)
)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Elon Elzra whose name as the Member of RED MOUNTAIN GARAGE DOORS LLC, an Alabama limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 10th day of September, 2024

[Notary Seal]




Notary Public

My Commission Expires: 03/01/2027

IN WITNESS WHEREOF, the parties hereto have caused this Mortgage to be signed and delivered under seal on the day and year first written above, and it is intended hereby that this Mortgage constitute and have the effect of a sealed instrument under applicable law.

MORTGAGOR:

RED MOUNTAIN GARAGE DOORS
LLC,
an Alabama limited liability company

By: [Signature]

Yeshurun Shirel
Printed Name

Member
Title

STATE OF Alabama)
COUNTY OF Jefferson)
)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Yeshurun Shirel whose name as the Member of RED MOUNTAIN GARAGE DOORS LLC, an Alabama limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 10th day of September, 2024

[Notary Seal]

[Signature]
Notary Public

My Commission Expires: 03/01/2027

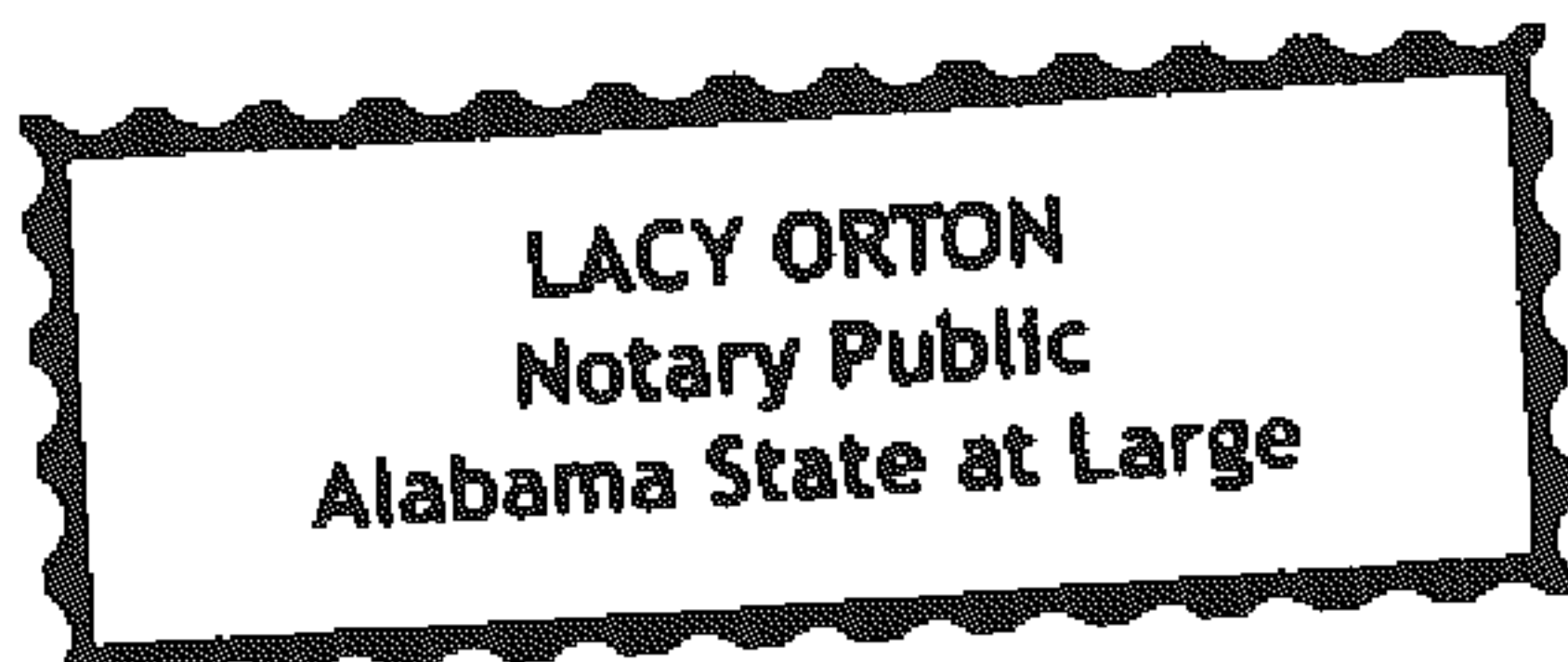


Exhibit A
Legal Description

LOT 3A ACCORDING TO THE RESURVEY OF LOTS 3 & 4 OF "SELECT GRANITE, A COMMERCIAL SUBDIVISION" RECORDED IN MAP BOOK 40, PAGE 34, AND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 3 EAST, CITY OF PELHAM, SHELBY COUNTY, ALABAMA.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/10/2024 12:58:41 PM
\$3244.00 PAYGE
20240910000281350

Allie S. Bayl