

Mortgage Prepared By:
David M. Sigler
Access Title & Closing Group, LLC
100 Centerview Drive, Ste. 111
Vestavia Hills, AL 35216

When recorded return to:
Access Title & Closing Group, LLC
100 Centerview Drive, Ste. 111
Vestavia Hills, AL 35216

MORTGAGE

STATE OF ALABAMA
COUNTY OF SHELBY

THIS MORTGAGE (hereinafter referred to as "Mortgage") made and entered into this 23rd, day of August 2024, by and between Joseph Holt, a single man signing as non-vested obligor and Lani-Lane Noel Holt, a single woman party of the first part (hereinafter referred to as "Mortgagor") and Meadow Investments, LLC, party of the second part (hereinafter referred to as "Mortgagee").

WITNESSETH:

That for and in consideration of the sum of **Fifty Thousand and No/100 Dollars (\$50,000.00)** and in conjunction with **Promissory Note Secured By Mortgage dated August 23, 2024** and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and in order to secure the indebtedness and other obligations hereinafter set forth, Mortgagor does hereby grant, bargain, sell, and convey, (herein collectively referred to as the "Premises"):

(a) All that certain tract or parcel of land lying more particularly described below (the "Land"):

See Exhibit "A" attached hereto and incorporated herein

and

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, to be used on or in connection with the Land; together with all additions thereto and replacements of any of the above, all of which are hereby declared and shall be deemed fixtures and accessions to the freehold and a part of the Land as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed a portion of the security for the indebtedness herein described.

TOGETHER WITH all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, minerals, royalties, easements, privileges, liberties, tenements, hereditaments and, appurtenances whatsoever, in any way belonging, relating or appertaining to the Premises of any part thereof, or which hereafter shall in any way belong, relate to be appurtenant thereto, whether now or owned or hereafter acquired by Mortgagor and the reversion and reversions, remainder and remainders,

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the rents, issues, profits and revenues of the Premises from time to time accruing (including without limitation all payments under leases and tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Mortgagor, of, in and to the same; reserving only the right to Mortgagor to collect the same so long as Mortgagor is not in default hereunder.

TO HAVE AND TO HOLD the Premises and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of Mortgagee and the successors and assigns of Mortgagee, IN FEE SIMPLE, forever; and Mortgagor covenants that Mortgagor is lawfully seized and possessed of the Premises aforesaid, and has good right to convey the same, that the same is unencumbered except as specifically stated otherwise herein and that Mortgagor does warrant and will forever defend the title thereto against the claims of all persons whomsoever.

This conveyance is intended to operate and is to be construed as a Mortgage to Mortgagee and is made under those provisions of the existing laws of the State of Alabama relating to mortgages, (Ala. Code §35), and to the extent permitted by law, as a financing statement filed as a fixture filing pursuant to the Uniform Commercial Code of the State of Alabama and is given to secure a debt evidenced by that certain loan note (hereafter referred to as "Note") dated, August 23 2024 executed by Joseph Holt & Lani-Lane Noel Holt payable to the order of Mortgagee, in the original amount of Fifty Thousand and No/100 (\$50,000.00) Dollars; with interest at the rate therein specified, with a final maturity date of August 23, 2034, together with any and all other indebtedness now owing or which may hereafter be owing by Mortgagor to Mortgagee, however, incurred, including any advances by Mortgagee or any transferee of Mortgagee for the purpose of paying taxes or premiums on insurance on the Premises or to pay any Mortgagee for the purpose of paying taxes or premiums on insurance on the Premises or to pay any lien which has been filed against the Premises, or to repair, maintain or improve the Premises (whether or not the Mortgagor is at that time the owner of the Land), and all renewal or renewals and extension or extensions of the Note or indebtedness by Mortgagor to Mortgagee, either in whole or in part (all of which are collectively referred to herein as the "Secured Indebtedness"). This instrument is a "Mortgage" as defined by the laws of Alabama. Mortgagor agrees that the funds secured hereby made a part of this Mortgage, including, without limitation, Article 5.08 dealing with arbitration of certain disputes between Mortgagor and Mortgagee, and Article 5.09 dealing with confirmation and deficiency judgment after foreclosure; and in the event of a default in any of the covenants or conditions of said agreement, then Mortgagee may, at its option, declare the entire principal sum of said Note or so much thereof as shall have been advanced to Mortgagor, with interest thereon as accrued, and all other sums due Mortgagee, immediately due and, payable.

Mortgagor hereby further covenants and agrees with Mortgagee as follows:

ARTICLE I

1.01 Payment Indebtedness. The Note shall be paid according to the tenor hereof and all other sums now or hereafter secured hereby promptly as the same become due.

1.02 Taxes, Liens and Other Charges.

(a) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner, changing or modifying the laws now in force governing the taxation of debts secured by mortgages or the manner of collecting taxes so as to adversely affect Mortgagee, Mortgagor shall promptly pay any such tax. If Mortgagor fails to make such prompt payment or if, in the opinion of Mortgagee, any such state, federal, municipal, or other governmental law,

the rents, issues, profits and revenues of the Premises from time to time accruing (including without limitation all payments under leases and tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Mortgagor, of, in and to the same; reserving only the right to Mortgagor to collect the same so long as Mortgagor is not in default hereunder.

TO HAVE AND TO HOLD the Premises and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of Mortgagee and the successors and assigns of Mortgagee, IN FEE SIMPLE, forever; and Mortgagor covenants that Mortgagor is lawfully seized and possessed of the Premises aforesaid, and has good right to convey the same, that the same is unencumbered except as specifically stated otherwise herein and that Mortgagor does warrant and will forever defend the title thereto against the claims of all persons whomsoever.

This conveyance is intended to operate and is to be construed as a Mortgage to Mortgagee and is made under those provisions of the existing laws of the State of Alabama relating to mortgages, (Ala. Code §35), and to the extent permitted by law, as a financing statement filed as a fixture filing pursuant to the Uniform Commercial Code of the State of Alabama and is given to secure a debt evidenced by that certain loan note (hereafter referred to as "Note") dated January 11, 2024 executed by Michael J. Lackey payable to the order of Mortgagee, in the original amount of Two Hundred Thousand and No/100 (\$200,000.00) Dollars; with interest at the rate therein specified, with a final maturity date of July 11th, 2024, together with any and all other indebtedness now owing or which may hereafter be owing by Mortgagor to Mortgagee, however, incurred, including any advances by Mortgagee or any transferee of Mortgagee for the purpose of paying taxes or premiums on insurance on the Premises or to pay any Mortgagee for the purpose of paying taxes or premiums on insurance on the Premises or to pay any lien which has been filed against the Premises, or to repair, maintain or improve the Premises (whether or not the Mortgagor is at that time the owner of the Land), and all renewal or renewals and extension or extensions of the Note or indebtedness by Mortgagor to Mortgagee, either in whole or in part (all of which are collectively referred to herein as the "Secured Indebtedness"). This instrument is a "Mortgage" as defined by the laws of Alabama. Mortgagor agrees that the funds secured hereby made a part of this Mortgage, including, without limitation, Article 5.08 dealing with arbitration of certain disputes between Mortgagor and Mortgagee, and Article 5.09 dealing with confirmation and deficiency judgment after foreclosure; and in the event of a default in any of the covenants or conditions of said agreement, then Mortgagee may, at its option, declare the entire principal sum of said Note or so much thereof as shall have been advanced to Mortgagor, with interest thereon as accrued, and all other sums due Mortgagee, immediately due and, payable.

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(a) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner, changing or modifying the laws now in force governing the taxation of debts secured by mortgages or the manner of collecting taxes so as to adversely affect Mortgagee, Mortgagor shall promptly pay any such tax. If Mortgagor fails to make such prompt payment or if, in the opinion of Mortgagee, any such state, federal, municipal, or other governmental law, order, rule or regulation prohibits Mortgagor from making such payment or would

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penalize Mortgagee if Mortgagor makes such payment or if, in the opinion of Mortgagee, the making of such payment might result in the Imposition of Interest beyond the maximum amount permitted by applicable law, then the indebtedness secured by this Mortgage shall, at the option of Mortgagee, become immediately due and payable.

(b) Mortgagor shall promptly, or cause to be paid promptly, before the same become delinquent, all taxes, liens, assessments and charges of every character including all utility charges, whether Public or private, levied or assessed upon or against the premises; and upon demand shall furnish Mortgagee receipted bills evidencing such payment.

(c) Mortgagor shall not permit any mechanic's, materialman's, laborer's, statutory, federal tax or other lien to be filed against the Land or improvements or against the Mortgagor and to remain unbonded or be unpaid for a period of thirty days after filing.

1.03 Insurance

(a) Mortgagor shall procure for, deliver to, and maintain for or cause to be procured for, delivered to and maintained for, the benefit of Mortgagee during the term of this Mortgage, original paid up insurance companies acceptable to Mortgagee and in amounts, form and substance and with expiration dates acceptable to Mortgagee and containing non-contributory standard mortgagee clauses or their equivalent or a satisfactory mortgagee loss payable endorsement in favor of Mortgagee, and waiver of Subrogation clauses, providing the following types of insurance on the Premises (i) Completed value builders risk insurance insuring against loss or damage by fire, lightning, flood, vandalism and malicious mischief and against such other hazards as are presently included in so-called "extended coverage" and against such other insurable hazards as Lender may reasonably require and as are, from time to time, insured against for properties of similar character and location; the amount of which insurance shall not be less than the balance of the indebtedness evidenced by the Note nor less than one hundred percent (100%) of the full replacement cost of the Premises without deduction for depreciation; and which policies of insurance shall contain satisfactory replacement cost endorsements; (ii) Such other insurance on the Premises or any replacements or substitutions therefor and in such amounts as may from time to time be reasonably required by Mortgagee against other insurable casualties which at the time are commonly insured against for similar premises.

(b) Mortgagee is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies maintained pursuant hereto, and to collect and receive the proceeds from any policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Mortgagee, instead of Mortgagor and Mortgagee jointly. In the event any insurance company fails to disburse directly and solely to Mortgagee but disburses instead either solely to Mortgagor or to Mortgagor and Mortgagee jointly, Mortgagor agrees immediately to endorse and transfer proceeds to Mortgagee. Upon the failure of Mortgagor to endorse and transfer such proceeds as aforesaid, Mortgagee may execute such endorsements or transfer for and in the name of Mortgagor and Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's agent and attorney-in-fact so to do, which appointment is coupled with an interest and is irrevocable. After deducting from said insurance proceeds all of its expenses incurred in the collection and administration of such sums, including attorney's fees, Mortgagee may apply the net proceeds or any part thereof, in its sole discretion, (i) to the payment of the indebtedness charges herein or in the Note provided, (ii) to the repair and/or restoration of the Premises or (iii) for any other purposes objects for which Mortgagee is entitled to advance funds under this Mortgage; all without affecting the lien of this Mortgage or any obligation secured hereby; and any balance of such proceeds then remaining shall be paid to Mortgagor. Mortgagee shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of

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such failure. Mortgagee may require Mortgagor to deposit with Mortgagee such additional sum or sums as may be required in order for Mortgagee to pay taxes and assessments and insurance premiums in full. Upon any default in the provisions of this Mortgage or the Note, Mortgagee may, at its option, apply any money in the fund resulting from said deposits to the payment of the indebtedness secured hereby in such manner as it may elect.

1.04 Condemnation. If all or any portion of the Premises shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, then the entire Secured Indebtedness shall, at the option of Mortgagee, become immediately due and payable, without notice to Mortgagor or any other person or entity, or at Mortgagee's further option, to the Premises occasioned by such condemnation. Mortgagee shall be entitled to receive all compensation, awards, proceeds, and other payments or relief relating to or payable as a result of such condemnation. Mortgagee is hereby authorized, at its option, to commence, appear in and prosecute, in its own or in Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by Mortgagor to Mortgagee. After deducting from said condemnation proceeds all of its expenses incurred in the collection and administration of such sums, including attorney's fees, Mortgagor may apply the net proceeds or any part hereof, at its option, (a) to the payment of the indebtedness hereby secured, whether or not due and in whatever order Mortgagee elects, together with any prepayment premiums, fees, or charges herein or in the Note provided, (b) to the repair and/or restoration of the Premises, or

(c) For any other purposes or objects for which Mortgagee is entitled to advance under this Mortgage, all without affecting the lien of this Mortgage; and any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds as Mortgagee may require.

1.05 Care of Premises. Mortgagor shall keep the buildings, parking areas, walkways, and all other improvements of any kind now or hereafter erected on the Land or any part thereof in good condition and repair, should not commit any waste and shall not do anything which will increase the risk of fire or other hazard to the Premises or any hereof. If the Premises or any part thereof is damaged by fire or any other cause, Mortgagor shall give immediate written notice thereof to Mortgagee. Mortgagee or its representative is hereby authorized to enter upon and inspect the premises at any time during normal business hours. Mortgagor shall promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof, and all rules, regulations, bylaws or other requirements of any corporation or association having any jurisdiction whatsoever over the Premises. If all or any part of the Premises shall be damaged by fire or other casualty, Mortgagor shall promptly restore the Premises to the equivalent of its original condition. Mortgagor shall not be obligated to so restore unless in each instance, Mortgagee agrees to make available to Mortgagor (pursuant to a procedure satisfactory to Mortgagee) any net insurance or condemnation, to the extent such insufficiency of any such insurance or condemnation proceeds to defray the entire expense of restoration shall in no way relieve Mortgagor of its obligation to restore. In the event all or any portion of the Premises shall be damaged or destroyed by fire or other casualty or by condemnation, Mortgagor shall promptly deposit with Mortgagee a sum equal to the amount by which the estimated cost of the restoration of the Premises (as determined by Mortgagee in its good faith judgment) exceeds the actual net insurance or condemnation proceeds received by Mortgagee in connection with such damage or destruction.

1.06 Further Assurances; After Acquired Property. At any time, and from time to time, upon request by Mortgagee, Mortgagor shall make, executed and deliver or cause to be made, executed and delivered,

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to Mortgagee and where appropriate, cause to be recorded and/or filed and from time to time (hereafter to be re-recorded and/or re-filed at such time and in such offices and places as shall be deemed desirable by Mortgagee, any and all such other and further mortgages, security agreements, financing statements, continuation statements, instruments of further assurances, certificates and other documents as may, in the opinion of Mortgagee, be necessary or desirable in order to effectuate, complete, or perfect or to continue and preserve (a) the obligations described in the Note and under this Mortgage and (6) the priority of the lien of this Mortgage upon and security title in and to all of the Premises, whether now owned or hereafter acquired by Mortgagor. Upon any failure by Mortgagor so to do, Mortgagee may make, execute, record, file, re-record and/or refile any and all such mortgages, security agreements, financing statements, continuation statements, instruments, certificates and documents for and in the name of Mortgagor and Mortgagor hereby irrevocably appoints Mortgagee, the agent and attorney-in-fact of Mortgagor so to do. The lien hereof shall automatically attach without further act, to all after acquired property attached to and/or used in the operation of the Premises or any part thereof.

1.07 Expenses. Mortgagor shall pay or reimburse Mortgagee, upon demand therefor, for all attorneys' fees, costs and expenses incurred by Mortgagee in any suit, action, legal proceeding or dispute of any kind in which Mortgagee is made a party or appears as party plaintiff or defendant, affecting the Secured Indebtedness, this Mortgage or the interest created herein, or the Premises, including, but not limited to, the exercise of the power of sale contained in this Mortgage, any condemnation action involving the Premises or any action to protect the security hereof; and any such amounts paid by Mortgagee shall be added to the Secured Indebtedness.

1.08 Subrogation. Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby or otherwise discharged or paid by Mortgagee. Mortgagor waives all rights of subrogation until all obligations secured hereby are paid in full.

1.09 Transfer of the Premises. Mortgagor shall not sell, transfer, pledge, encumber, create a security interest in, or otherwise hypothecate all or any part of the Premises without Mortgagee's prior written consent. The consent by Mortgagee to any sale, transfer, pledge, encumbrance, creation of a security interest in, or other hypothecation of the Premises shall not be deemed to constitute a novation or a consent to, any further sale, transfer, pledge encumbrance, creation of a security interest in, or other hypothecation or to waive Mortgagee's right, at its option, to declare the indebtedness secured hereby immediately due and payable, without notice to Mortgagor or any other person or entity, upon any such sale, transfer, pledge, encumbrance, creation of a security interest, or other hypothecation to which it shall not have consented.

1.10 Limit of Validity. The parties hereto intend to conform strictly to usury laws applicable to Lender. Accordingly, if the transactions contemplated herein would be usurious under applicable law (including the laws of the United States of America, and the State of Alabama), then, in that event, notwithstanding anything to the contrary herein or in any other of the Loan Documents, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under law applicable to the Lender that is contracted for, taken, reserved, charged or received herein or under any of the aforementioned Loan Documents or otherwise in connection herewith shall under no circumstances exceed the maximum amount allowed by such applicable law, and any excess shall be credited by Lender on the principal amount of the indebtedness under the Note (or, if the principal amount of the indebtedness under the Note shall have been paid in full, refunded by the holder of the Note to Mortgagor, as required); and (ii) in the event that the maturity of the Note is accelerated by reason of an election of the Lender resulting from an event of default under the Loan Documents, or otherwise, or in the event of any required or permitted prepayments, then such consideration that constitutes interest under such applicable law to the Lender

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may never include more than the maximum amount allowed by such applicable law, and excess interest, if any provided by the Note, or otherwise, such be cancelled automatically as of the date of such acceleration or prepayment and, if therefore paid, shall be credited by the Lender on the principal amount of indebtedness (or, if the principal amount of the indebtedness shall have been paid in full, refunded by the holder of the Note to the Mortgagor, as required). Without limiting the foregoing, all calculations of the rate of interest taken, reserved, contracted for, charged, received, or provided for under the Note, or any other of the Loan Documents which are made for the purpose of determining whether the interest rate exceeds the highest lawful rate shall be made, to the extent allowed by law, by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of the loan evidenced hereby, all interest at any time taken, received, contracted for, charged, received, or provided for under this Note or any of the Loan Documents.

ARTICLE II

2.01 Events of Default. The term "Default", "Defaults", "Events of Default", wherever used in this Mortgage, shall mean any one or more of the following events:

(a) Failure to pay as and when due and payable any principal or interest secured by this Mortgage; or

(b) Default under, or failure by Mortgagor to observe or perform any term, covenant, or condition of, the Note between Mortgagor and Mortgagee of even date herewith; or

(c) Failure by Mortgagor to duly observe or perform any term, covenant, condition or agreement of this Mortgage or the Note; or

(d) Any warranty of Mortgagor contained in this Mortgage or in any other instrument, document, transfer, conveyance, assignment or loan agreement given by Mortgagor with respect to the indebtedness secured hereby, proves to be untrue or misleading in any material respect; or

(e) Any sale, transfer, pledge, encumbrance, creation of a security interest in, or other hypothecation of all or any part of the Premises to which Mortgagee shall not have first consented in writing; or

(f) Failure to pay or to remove by bond within thirty (30) days after filing, any lien by mechanics, materialmen, laborers, or the Internal Revenue Service or the Revenue Commissioner of the State of Alabama, or others; or

(g) The filing by Mortgagor of a voluntary petition in bankruptcy or the adjudication of a Mortgagor as a bankrupt or insolvent, or the filing by or against Mortgagor of any petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or Mortgagor's seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of Mortgagor or of substantially all of Mortgagor's property or of any or all of the rents, issues, profits or revenues thereof, or the making by Mortgagor of any general assignment for the benefit of creditors, or the admission in writing by Mortgagor of its inability to pay its debts generally as they come due; or

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(h) The entry by a court of competent jurisdiction of an order, judgment, or decree approving a petition filed against Mortgagor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of Mortgagor or of substantially all of an Mortgagor's property or of any or all of the rents, issues, profits or revenues thereof; or

(i) Failure by Mortgagor to pay any other debt owed to Mortgagee, or default by Mortgagor under any agreement given in connection with any other debt owed to Mortgagee; or

(j) The occurrence of any event under any instrument, deed, or agreement, given or made by Mortgagor to or with any third party which would authorize the acceleration of debt held by any third party, the acceleration of which would materially affect Mortgagor's ability to pay when due any amount owed to Mortgagee; or

(k) The filing by any person or entity of any claim in any legal or equitable proceeding challenging the priority lien of this Mortgage; or

(l) The liquidation or dissolution of Mortgagor or the expiration or revocation of Mortgagor's articles of incorporation, if Mortgagor is a corporation, or the dissolution or partition of Mortgagor if Mortgagor is a partnership, or the liquidation or dissolution of Mortgagor or the expiration or revocation of Mortgagor's articles of organization, if Mortgagor is a limited liability company or other organization.

2.02 Acceleration of Maturity. If an Event of Default shall have occurred and be continuing, then the entire indebtedness secured hereby shall, at the option of Mortgagee, immediately become due and payable Without notice or demand, which are hereby expressly waived, time being of the essence of this Mortgage, and no omission on the part of Mortgagee to exercise Such Option when entitled to do so shall be construed as a waiver of such right.

2.03 Mortgagee's Right to Enter and Take Possession, Operate and Apply Revenues.

(a) If an Event of Default shall have occurred and be continuing, Mortgagor upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession of the Premises and if, and to the extent, permitted by law, Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of all the Premises without the appointment of a receiver, or an application therefore, and may exclude Mortgagor and its agents and employees wholly therefrom, and may have joint access with Mortgagor to the books, papers and accounts of Mortgagor.

(b) If Mortgagor shall for any reason fail to surrender or deliver the Premises or any part thereof after Such demand by Mortgagee, Mortgagee may obtain a judgment or decree conferring upon Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of the Premises to Mortgagee, to the entry of which judgment or decree Mortgagor hereby specifically consents. Mortgagor will pay to Mortgagee, upon demand, all expenses of obtaining such judgment or decree, including reasonable compensation to Mortgagee, its attorneys and agents; and all such expenses and compensation shall, until paid, be secured by the lien of this Mortgage.

(c) Upon every entering upon or taking of possession, Mortgagee may hold, store, use, operate, manage and control the Premises; (i) make all necessary and proper maintenance, repairs, renewals,

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replacements, additions, betterments, and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property, (ii) insured or keep the Premises insured; (iii) manage and operate the Premises and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any the powers herein granted Mortgagee, all as Mortgagee from time to time may determine to be in its best interest; and perform all acts required of Mortgagor as lessor under any lease or all or any part of the Premises, all as Mortgagee may from time to time determine to be in its best advantage. Mortgagee may collect and receive all the rents, issues, profits and revenues from the Premises, including those past due as well as those accruing thereafter, and, after deducting (aa) all expenses of taking, holding, managing and operating the Premises (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchase and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other similar charges as Mortgagee may at its option pay; (ee) other proper charges upon the Premises or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of Mortgagee. Mortgagee shall apply the remainder of the monies and proceeds so received by Mortgagee, first to the payment of accrued interest, and then to required payments of principal in inverse order of maturity.

(d) For the purpose of carrying out the provisions of this Paragraph 2.03, Mortgagor hereby irrevocably constitutes and appoints Mortgagee the true and lawful attorney-in-fact of Mortgagor to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does, by these presents, ratify and confirm any and all actions of said attorney-in-fact in the Premises.

(e) Whenever all that is due upon such Note including interest, deposits and principal installments and tender any of the terms, covenants, conditions and agreements of this Mortgage, shall have been paid, and all Events of Default cured and satisfied, Mortgagee shall surrender possession of the Premises to Mortgagor, its successors or assigns; provided, that if the Mortgagee, at Mortgagee's sole option shall allow Mortgagor to reinstate the Note, then the same right of taking possession, shall exist if any subsequent Event of Default shall occur and be continuing.

2.04 Performance by Mortgagee of Default by Mortgagor. If Mortgagor shall default in the payment, performance or observance of any term, covenant or condition of this Mortgage, Mortgagee may, at its option, pay, perform or observe the same, and all payments made or costs or expenses incurred by Mortgagee in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by Mortgagor to Mortgagee with interest thereon at the default rate provided in the Note. Mortgagee shall be sole judge of the necessity for any such actions and the amounts to be paid. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor. Mortgagor expressly acknowledges and agrees, however, that notwithstanding anything contained in this Paragraph 2.04 to the contrary, Mortgagee shall not be obligated under this Paragraph 2.04 to incur any expenses or to perform any act whatsoever.

2.05 Receiver. If an Event of Default shall have occurred and be continuing, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right without notice and without regard to the occupancy or value of any security for the indebtedness secured hereby or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Premises and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers permitted under the laws of the State of Alabama. Mortgagor shall pay to the Mortgagee upon demand all expenses, including receiver's fees, attorneys' fees,

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costs and agent's compensation, incurred pursuant to the provisions of this Paragraph 2.05; and all such expenses shall be secured by this Mortgage.

2.06 Enforcement. Power of Sale

(a) If an Event of Default shall have occurred and be continuing, Mortgagee, at its option, may invoke the POWER OF SALE and any other remedies permitted by Applicable Law. If Mortgagee invokes the power of sale, Mortgagee shall give a copy of a notice to mortgagor as provided in the Commercial Mortgage Agreement. Mortgagee shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in SHELBY County, Alabama and the property to the highest bidder at public auction at the front door of the County Courthouse of this county. At any such public sale, Mortgagee may execute and deliver to the purchaser a conveyance of the Premises or any part of the Premises in fee simple, with full warranties of title and to this end, Mortgagor hereby constitutes and appoints Mortgagee the agent and attorney-in-fact of Mortgagor to make such sale and conveyance, and thereby to divest Mortgagor of all right, title or equity that Mortgagor may have in and to the Premises 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 agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, are granted as cumulative of the other remedies provided hereby or by law for collection of the indebtedness Secured hereby. Mortgagee's power to act on behalf of Mortgagor as attorney-in-fact is coupled with an interest and shall not be revoked by bankruptcy, insolvency, incompetency, death, dissolution or otherwise and shall not be exhausted until the Secured Indebtedness is satisfied in full.

(b) If an Event of Default shall have occurred and be continuing, Mortgagee may, in addition to and not in abrogation of the rights covered under subparagraph (a) and/or (b) of this Paragraph 2.06 either with or without entry or taking possession as herein provided or otherwise, proceeds by a suit or suites in law or in equity or by any other appropriate proceeding or remedy (i) to enforce payment of the Note or the performance of any term, covenant, condition or agreement of this Mortgage or any other right, and (ii) to pursue any other remedy available to it, all as Mortgagee shall determine most effective for such purposes,

2.07 Purchase by Mortgagee. Upon any foreclosure sale, Mortgagee may bid for and purchase the Premises and shall be entitled to apply all or any part of the Secured Indebtedness as a credit to the purchase price.

2.08 Application of Proceeds Sale, In the event a foreclosure sale of the Premises pursuant to Subparagraph (a) and/or sale of personal property pursuant to subparagraph (b) of Paragraph 2.06 hereof, the proceeds of said sale shall be applied, first to the expenses of such sale and of all proceedings in connection therewith, including attorney's fees as provided hereinabove, then to insurance premiums, liens, assessments, taxes and charges, including utility charges, advanced by Mortgagee, then to accrued interest, then to payment of the outstanding principal balance of the Note, together with any prepayment premiums, fees or charges herein or in the Note provided, and finally the remainder, if any, shall be paid to Mortgagor or otherwise applied as provided by law.

2.09 Mortgagor as Tenant Holding Over. In the event of any such foreclosure sale by Mortgagee, 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.

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2.10 Leases. Mortgagee, at its option, is authorized to foreclose this Mortgage subject to the rights of tenants of the Premises, and the failure to make any such tenants parties to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by Mortgagor, a defense to any proceeding instituted by Mortgagee to collect the sums secured hereby.

2.11 Discontinuance of Proceedings and Restoration of the Parties. In case Mortgagee shall have proceeded to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Mortgagee, then and in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder without waiver of any default and without novation, and all rights, powers and remedies of Mortgagee shall continue as if no such proceeding had been taken. In such event, Mortgagor shall reimburse Mortgagee for all expenses incurred by Mortgagee, including reasonably attorneys fees.

2.12 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive Of any other right, power or remedy, but each and every such right, power and remedy shall be Cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or inequity.

2.13 Waiver.

(a) No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this Mortgage to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee. No consent or waiver, express or implied, by Mortgagee to or of any breach or default by Mortgagor in the performance of the obligation thereof hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of the same or any other obligations of Mortgagor hereunder. Failure on the part of the Mortgagee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Mortgagee of its rights hereunder or impair any rights, powers or remedies consequent on any breach or default by Mortgagor.

(b) If Mortgagee (i) grants forbearance or an extension of time for the payment of any sums secured hereby; (ii) takes other or additional security for the payment of any sums secured hereby; (iii) waives or does not exercise any right granted herein or in the Note, (iv) releases any part of the Premises from the lien of this Mortgage or otherwise changes any of the terms, covenants, conditions or agreements of the Note or this Mortgage; (v) consent to the filing of any map, plat or replat affecting the Premises; (vi) consents to the granting of any easement or other right affecting the Premises; or (vii) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note, this Mortgage or any other obligation of Mortgagor or any subsequent purchaser of the Premises or any part thereof, or any maker, co-signer, endorser, surety or guarantor, nor shall any such act or omission preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any default then made or of any subsequent default. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Premises, Mortgagee, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Premises or the indebtedness secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and Without in any way releasing or discharging any liabilities, obligations or undertakings of Mortgagor.

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(c) Mortgagor hereby waives all right of homestead exemption in the Premises.

2.14 Suits to Protect the Premises. Mortgagee shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Premises by any acts which may be lawful or any violation of this Mortgage; (b) to preserve, protect its interest in the Premises in the rents, issues, profits and revenues arising therefrom, and (c) to restrain from enforcement of or compliance with any legislation, other governmental enactment, rule or order that may be unconstitutional or otherwise invalid. If the enforcement of or compliance with such enactment, rule or order would impair the Security hereunder or be prejudicial to the interest of Mortgagee.

ARTICLE III

3.01 Successors and Assigns. This Mortgage shall inure to the benefit of and be binding upon Mortgagor and Mortgagee and their respective legal representatives, successors and assigns. Whenever a reference is made in this Mortgage to Mortgagor or Mortgagee such reference shall be deemed to include reference to the legal representatives, successors and assigns of Mortgagor and Mortgagee, whether so expressed or not.

3.02 Terminology. All personal pronouns used in this Mortgage whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title and Articles are for convenience only and neither limit nor amplify the provisions of this Mortgage itself and all references herein to Articles, Paragraphs or subparagraphs thereof, shall refer to the corresponding Articles, Paragraphs and subparagraphs of this Mortgage unless specific reference is made to such Articles, Paragraphs, or subparagraphs thereof of another document or instrument.

3.03 Severability. If any provision of this Mortgage or the application thereof to any person or circumstances shall be invalid or unenforceable to the extent, specifically, but not limited to, the provisions of Paragraph 1.10, the remainder of this Mortgage and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3.04 Applicable Law. This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Alabama and applicable law and regulations of the United States of America.

3.05 Security For Other Indebtedness. This Mortgage Secures, in addition to the indebtedness evidenced by the Note, all renewals, extensions, and substitutions and modifications thereof, all other further indebtedness of any amount which is now or may hereafter owed by Mortgagor or any endorser or guarantor of the Note to Mortgagee, whether individual or jointly with others not parties hereto, and whether direct or indirect, as maker, endorser, guarantor, surety, or otherwise, and all costs of collection including attorney's fees in the amount of fifteen percent (15%) of the Secured Indebtedness if collected by law or through all attorney-at-law.

3.06 Cancellation. Should the indebtedness secured by this Mortgage be paid according to the tenor and effect thereof when the same shall become due and payable, and should Mortgagor perform all covenants herein contained in a timely manner, then this Mortgage shall be canceled and surrendered.

3.07 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Mortgage must be in writing and shall be deemed to have been properly given or served if delivered in person or sent by United States certified mail, postage prepaid, return receipt requested, at the address of

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Mortgagor and Mortgagee set forth on the first page of this Mortgage. All notices, demands and requests shall be deemed given, if not sooner received, on the third calendar day following the date upon which such notice is deposited in the United States mail. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, denied or request sent. Mortgagor or Mortgagee shall have the right from time to time and at any time during the term of this Mortgage to change their respective addresses by giving the other party hereto, notice of such change of address. The foregoing address of Mortgagor constitutes of the debtor, and the foregoing address of Mortgagee constitutes an address of the secured party from which information concerning the security interest may be obtained, as required by Ala. Code §35-10-8.

IN WITNESS WHEREOF, Mortgagor has executed and delivered this Mortgage under seal as of the (lay and year first above written.

Signed, sealed and delivered
in the presence of:

By: Joseph Holt
Joseph Holt, non-vested obligor

By: Lani-Lane Noel Holt
Lani-Lane Noel Holt

STATE OF AL

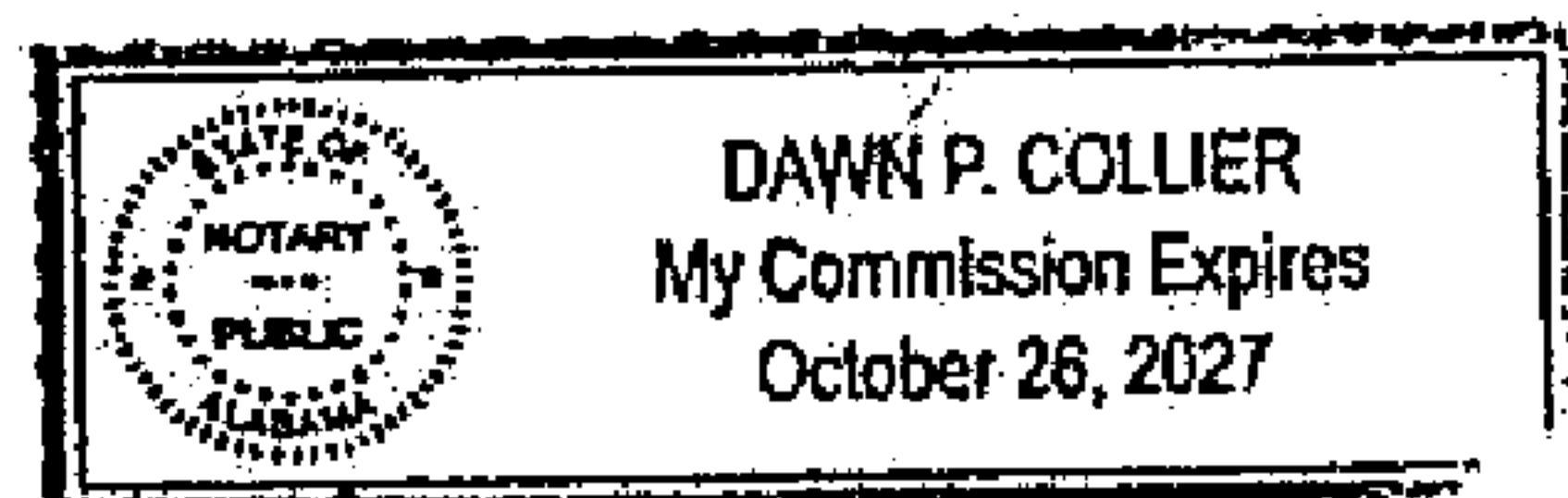
COUNTY OF Shelby

I, Dawn P. Collier, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that **Joseph Holt** is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance they, executed the same voluntarily on the day that bears the same date.

Given under my hand and official seal this 23 day of August, 2024

Dawn P. Collier
Notary Public
My Commission Expires: _____

[Notary Seal]



STATE OF AL

COUNTY OF Shelby

I, Dawn P. Collier, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that **Lani-Lane Noel Holt** is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance they, executed the same voluntarily on the day that bears the same date.

Given under my hand and official seal this 23 day of August, 2024

[Signature]

Notary Public

My Commission Expires: _____

[Notary Seal]

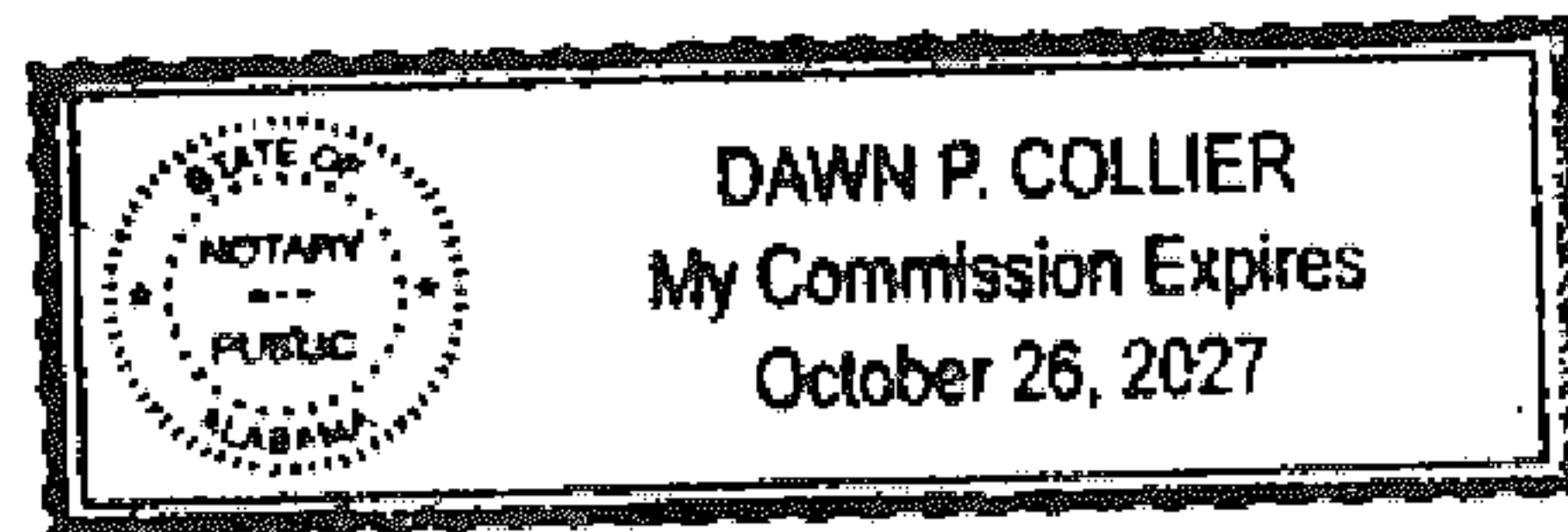


Exhibit "A"

Lot 45, according to the map of Sunny Meadows, 2nd Sector, as recorded in Map Book 9, Page 1, in the Probate Office of Shelby County, Alabama.



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/16/2024 03:14:26 PM
\$140.00 DANIEL
20241016000325170**

Allie S. Bayl