

This Instrument Prepared By:
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STATE OF ALABAMA

COUNTY OF SHELBY

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage") is made effective as of the 23rd day of October 2024 by and between:

MORTGAGOR: **ALAPRIME PROPERTIES LLC**
Attention: Manager
1642 Montgomery Highway
Hoover, AL 35216

MORTGAGEE: **SYNOVUS BANK**
Attention: Commercial Lending Department
4121 Carmichael Road, Suite 100
Montgomery, AL 36106

WITNESSETH

WHEREAS, Mortgagor is justly indebted to the Mortgagee in the principal sum of **ONE MILLION SEVEN HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$1,740,000.00)** which indebtedness is evidenced by the Mortgagor's promissory note of even date herewith payable to the order of the Mortgagee (the "Note"); and,

WHEREAS, this Mortgage is given to secure the following: (i) performance of each agreement of the Mortgagor contained or incorporated by reference in this Mortgage; (ii) the payment and performance of all indebtedness, liabilities and obligations of the Mortgagor to the Mortgagee under the Note and under the other loan documents executed in conjunction herewith; (iii) the payment of any and all other indebtedness, presently existing or hereafter arising, of any type or kind, direct or contingent, owed or to be owed by Borrower to Lender however designated or arising (hereinafter collectively referred to as the "Indebtedness"); and (iv) the payment and performance of any and all amendments, modifications, renewals, supplements, replacements and extensions of any of the foregoing, including but not limited to, amendments, modifications, renewals, supplements, replacements and extensions which are evidenced by new or additional

instruments, documents, or agreements or which change the rate of interest on any obligation secured hereby or any other terms thereof.

NOW, THEREFORE, in consideration of the premises and in order to secure the prompt and punctual payment of the Indebtedness, with interest thereon, and further to secure all obligations, liabilities and expenses of the Mortgagor authorized to be paid by the Mortgagee under this Mortgage, including, but not limited to, taxes, insurance, and other similar obligations of the Mortgagor, the Mortgagor and the Mortgagee do hereby agree as follows:

ARTICLE I

CONVEYANCE OF MORTGAGED PROPERTY; CONDITIONAL DEFEASANCE; FUTURE ADVANCES

1.01. Grant from Mortgagor to Mortgagee: The Mortgagor does hereby **GRANT, BARGAIN, SELL, AND CONVEY** unto the Mortgagee, its successors and assigns, all estate, claim, demand, right, title and interest of the Mortgagor in and to that certain parcel of real estate described in EXHIBIT A hereto (the "Property"), together with all estate, claim, demand, right, title and interest of the Mortgagor in and to all and singular tenements, rights, easements, hereditaments, rights of way or use, privileges, liberties, appendages and appurtenances now or hereafter belonging or in any way appertaining to the Property, including, without limitation, all estate, claim, demand, right, title and interest of the Mortgagor in, to and under any easements or other agreements and all other rights, easements and privileges relating to access and use of adjacent land, power transmission lines, storm and sanitary sewers; and water, gas, electric, railway and telephone and other services; all gas, oil, minerals, coal and other substances of any kind or character underlying the Property; all estate, claim, demand, right, title and interest of the Mortgagor in and to any street, road, highway, or alley, whether vacated or not, adjoining the Property; all strips and gores belonging, adjacent or pertaining to the Property; and all air space above the Property; and all development rights attributable to the Property;

TOGETHER with all estate, claim, demand, right, title and interest in and to all buildings, structures, fixtures and other improvements of every kind and description now or hereafter located on the Property; all materials and property now owned or hereafter acquired by the Mortgagor intended for construction, reconstruction, repair, alteration, addition, improvement or replacement of or to such buildings, structures, fixtures or improvements, all of which materials and property shall be deemed to be part of the buildings, structures, fixtures and other improvements immediately upon delivery thereof to the Mortgagor on the Property; all furnishings, fittings, equipment, appliances, machinery, power generation and other plant equipment, pipes, conduits, power transmission lines and equipment, machine tools, tools, dies, jigs, accessories, apparatus, motors, boilers, engines, devices for the operation of pumps or machinery; all heating, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment; and all other articles of property now or hereafter located on the Property or in the building, structures or other improvements on the Property which under applicable law are deemed to be fixtures (the Property and the foregoing being herein collectively called the "Premises");

TOGETHER with all fixtures and articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof, owned by the Mortgagor and now or hereafter attached to, contained in, or used in connection with the Premises or placed on any part thereof, though not attached thereto, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator plants, stoves, ranges, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings and fixtures, and the trade name, good will and books and records relating to the business operated on the Premises. Without limiting the foregoing, the Mortgagor hereby grants to the Mortgagee a security interest in all of the Mortgagor's present and future "equipment" and "general intangibles" (as said quoted terms are defined in the Uniform Commercial Code of Alabama (the "Code") (the Premises and said fixtures and articles of personal property and said "equipment" and "general intangibles" encumbered and conveyed hereby are hereinafter sometimes called the "Mortgaged Property") and the Mortgagee shall have in addition to all rights and remedies provided herein, and in any other agreements, commitments and undertakings made by the Mortgagor to the Mortgagee, all of the rights and remedies of a "secured party" under the Code. To the extent permitted under applicable law, this Mortgage shall be deemed to be a "security agreement" as defined in the Code. If the lien of this Mortgage is subject to a security interest covering any such personal property, then all of the right, title and interest of the Mortgagor in and to any and all such property is hereby assigned to the Mortgagee, together with the benefits of all deposits and payments now or hereafter made thereon by the Mortgagor;

TOGETHER with all leases, lettings and licenses of the Premises or any part thereof now or hereafter entered into and all right, title and interest of the Mortgagor thereunder, including, without limitation, cash and securities deposited thereunder and the right to receive and collect the rents, issues and profits payable thereunder;

TOGETHER with all unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by the Mortgagor applicable to the Mortgaged Property and all proceeds of the conversion, voluntary or involuntary, of the Mortgaged Property or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Mortgaged Property by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the Mortgaged Property or any easement therein, including awards for any change of grade of streets;

TOGETHER with all right, title and interest of the Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property, hereafter acquired by, or released to, the Mortgagor or constructed, assembled or placed by the Mortgagor on the Mortgaged Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction,

assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by the Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by the Mortgagor and specifically described herein.

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee and its successors and assigns, until the Indebtedness is paid in full.

1.02 Conditional Defeasance. This Mortgage is given upon the condition that, if the Mortgagor shall pay or cause to be paid to the Mortgagee the Indebtedness secured by this Mortgage, all without fraud or delay, then this Mortgage, and all the properties, interest and rights hereby granted, shall cease, determine and be void; but otherwise shall remain in full force and effect.

1.03. Future Advances and Other Debts. It is expressly understood that this Mortgage is intended to and does secure not only the Indebtedness but also any and all future advances and any and all other indebtedness, obligations and liabilities, direct or contingent, of Mortgagor to Mortgagee, whether now existing or hereafter arising, and any and all extensions, renewals, modifications and refinancings of same, or any part thereof, existing at any time before actual cancellation of this instrument on the probate records of the county or counties where the Mortgaged Property is located, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise.

ARTICLE II

COVENANTS OF THE MORTGAGOR

2.01 Payment of Indebtedness. The Mortgagor shall pay the Indebtedness as and when due in accordance with the terms of the document evidencing same.

2.02 Title to the Mortgaged Property. The Mortgagor warrants that: (i) it has title to the Mortgaged Property subject only to those exceptions to title set forth in **EXHIBIT B**; (ii) it has full power and lawful authority to encumber the Mortgaged Property in the manner and form herein set forth; (iii) this Mortgage is and will remain a valid and enforceable lien on the Mortgaged Property with respect to all Indebtedness secured hereby; and (iv) it will preserve such title, and will forever warrant and defend the same to the Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever, except with respect to those exceptions to title hereinabove referenced and approved by the Mortgagee.

2.03 Maintenance of the Mortgaged Property. The Mortgagor shall maintain the Mortgaged Property in good repair, shall comply with the requirements of any governmental authority claiming jurisdiction over the Mortgaged Property within thirty (30) days after an order

containing such requirement has been issued by any such authority and shall permit the Mortgagee to enter upon the Premises and inspect the Mortgaged Property at all reasonable hours and without prior notice. The Mortgagor shall not, without the prior written consent of the Mortgagee, threaten, commit, permit or suffer to occur any waste, material alteration, demolition or removal of the Mortgaged Property or any part thereof; provided, however, that fixtures and articles of personal property may be removed from the Premises if the Mortgagor concurrently therewith replaces same with similar items of equal or greater value, free of any lien, charge or claim of superior title.

2.04 Insurance: Restoration.

(a) The Mortgagor shall keep the buildings and improvements now or hereafter located within the Premises insured against damage by fire and the other hazards covered by a standard extended coverage insurance policy for the full insurable value thereof (which, unless the Mortgagee shall otherwise agree in writing, shall mean the full repair and replacement value thereof without reduction for depreciation or co-insurance). In addition, the Mortgagee may require the Mortgagor to carry such other insurance on the buildings and improvements now or hereafter located within the Premises, in such amounts as may from time to time be reasonably required by institutional lenders, against insurable casualties (including risks of war and nuclear explosion) which at the time are commonly insured against in the case of premises similarly situated, due regard being given to the site and the type of the building, the construction, location, utilities and occupancy or any replacements or substitutions therefor. The Mortgagor shall additionally keep the buildings, improvements and equipment located therein and thereon now or hereafter located on the Premises insured against loss by flood if the Premises are located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (and any successor act thereto) in an amount at least equal to the outstanding Indebtedness or the maximum limit of coverage available with respect to the buildings under said Act, whichever is less, and will assign and deliver the policy or policies of such insurance to the Mortgagee, which policy or policies shall have endorsed thereon the standard New York (or local equivalent) mortgagee clause in the name of the Mortgagee, so and in such manner an form that the Mortgagee and its successors and assigns shall at all times have and hold the said policy or policies as collateral and further security for the payment of the Indebtedness until the full payment of the Indebtedness. In addition, from time to time, upon the occurrence of any change in the use, operation or value of the Premises, or in the availability of insurance in the area in which the Premises are located, the Mortgagor shall, within five (5) days after demand by the Mortgagee, take out such additional amounts and/or such other kinds of insurance as the Mortgagee may reasonably require. Otherwise, the Mortgagor shall not take out any separate or additional insurance which is contributing in the event of loss unless it is properly endorsed and otherwise satisfactory to the Mortgagee in all respects. The proceeds of insurance paid on account of any damage or destruction to the Premises or any part thereof shall be paid over to the Mortgagee to be applied as hereinafter provided.

(b) The Mortgagee shall have the option in its sole discretion to apply any insurance proceeds it may receive pursuant to this Section 2.04 to the payment of the Indebtedness or to allow all or a portion of such proceeds to be used for the restoration of the Premises. In the event that the Mortgagee elects to allow the use of such proceeds for the restoration of the Premises, then such use of the proceeds shall be governed as hereinafter provided.

(c) In the event of damage or destruction to the Premises, the Mortgagor shall give prompt written notice thereof to the Mortgagee and if Mortgagee permits proceeds to be used for restoration thereof shall promptly commence and diligently continue to perform repair, restoration and rebuilding of the Premises so damaged or destroyed (hereinafter referred to as the "work") to restore the Premises in full compliance with all legal requirements and so that the Premises shall be at least equal in value and general utility as they were prior to the damage or destruction, and if the work to be done is structural or if the cost of the work as estimated by the Mortgagee shall exceed Fifty Thousand Dollars (\$50,000) (hereinafter referred to as "major work"), then the Mortgagor shall, prior to the commencement of the work, furnish to the Mortgagee: (1) complete plans and specifications for the work (approved by all governmental authorities whose approval is required), for the Mortgagee's approval, which approval shall not be unreasonably withheld. Said plans and specifications shall bear the signed approval thereof by an architect satisfactory to the Mortgagee (hereinafter referred to as the "Architect") and shall be accompanied by the Architect's signed estimate, bearing the Architect's seal, of the entire cost of completing the work; (2) certified or photostatic copies of all permits and approvals required by law in connection with the commencement and conduct of the work; and (3) a surety bond for and/or guaranty of the payment for and completion of, the work, which bond or guaranty shall be in form satisfactory to the Mortgagee and shall be signed by a surety or sureties, or guarantor or guarantors, as the case may be, who are acceptable to the Mortgagee, and in an amount not less than the Architect's estimate of the entire cost of completing the work, less the amount of insurance proceeds, if any, then held by the Mortgagee for application toward the cost of the work.

(d) The Mortgagor shall not commence any of the work until the Mortgagor shall have complied with the applicable requirements referred to in subparagraph (c) above, and after commencing the work the Mortgagor shall perform the work diligently and in good faith in accordance with the plans and specifications referred to in subparagraph (c) (1) above, if applicable.

(e) All insurance proceeds recovered by the Mortgagee on account of damage or destruction to the Premises less the cost, if any, to the Mortgagee of such recovery and of paying out such proceeds (including attorneys' fees and costs allocable to inspecting the work and the plans and specifications therefor), shall, upon the written request of the Mortgagor, be applied by the Mortgagee to the payment of the cost of the work referred to in subparagraph (c) above and shall be paid out from time to time to the Mortgagor and/or, at the Mortgagee's option exercised from time to time, directly to the contractor, subcontractors, materialmen, laborers, engineers, architects and other persons rendering services or materials for the work, as said work progresses

except as otherwise hereinafter provided, but subject to the following conditions, any of which the Mortgagee may waive:

1. If the work to be done is structural or if it is major work, as determined by the Mortgagee, the Architect shall be in charge of the work;
2. Each request for payment shall be made on seven (7) days' prior notice to the Mortgagee and shall be accompanied by a certificate of the Architect if one be required under subparagraph (c) above, otherwise by an executive or fiscal officer of the Mortgagor, stating (i) that all of the work completed has been done in compliance with the approved plans and specifications, if any be required under said subparagraph (c), and in accordance with all provisions of law; (ii) the sum requested is justly required to reimburse the Mortgagor for payments by the Mortgagor to, or is justly due to, the contractor, subcontractors, materialmen, laborers, engineers, architects or other persons rendering services or materials for the work (giving a brief description of such services and materials), and that when added to all sums, if any, previously paid out by the Mortgagee does not exceed the value of the work done to the date of such certificate; and (iii) that the amount of such proceeds remaining in the hands of the Mortgagee will be sufficient on completion of the work to pay for the same in full (giving in such reasonable detail as the Mortgagee may require an estimate of the cost of such completion);
3. Each request shall be accompanied by waivers of liens satisfactory to the Mortgagee covering that part of the work previously paid for, if any, and by a search prepared by a title company or licensed abstractor or by other evidence satisfactory to the Mortgagee, that there has not been filed with respect to the Premises any mechanic's lien or other lien or instrument for the retention of title in respect of any part of the work not discharged of record and that there exist no encumbrances on or affecting the Premises other than encumbrances, if any, which are set forth in the title policy issued to the Mortgagee insuring the lien of this Mortgage;
4. There shall be no default on the part of the Mortgagor under this Mortgage or the Note or any other instrument securing the same; and
5. The request for any payment after the work has been completed shall be accompanied by a copy of any certificate or certificates required by law to render occupancy of the Premises legal.

Upon completion of the work and payment in full therefor, or upon failure on the part of the Mortgagor promptly to commence or diligently to continue the work, or at any time upon request by the Mortgagor, the Mortgagee may apply the amount of any such proceeds then or thereafter in the hands of the Mortgagee to the payment of the Indebtedness, provided, however, that nothing herein contained shall prevent the Mortgagee from applying at any time the whole or any part of such proceeds to the curing of any default under this Mortgage or the Note.

(f) In the event the work to be done is not structural or it is not major work as determined by the Mortgagee, then the net insurance proceeds held by the Mortgagee for application thereto shall be paid to the Mortgagor by the Mortgagee upon completion of the work, subject to the provisions of the foregoing subparagraphs (c), (d) and (e) except those which are applicable only if the work to be done is structural or it is major work as determined by the Mortgagee.

(g) If within one hundred twenty (120) days after the occurrence of any damage or destruction to the Premises requiring structural work or major work in order to restore the Premises, the Mortgagor shall not have submitted to the Mortgagee and received the Mortgagee's approval of plans and specifications for the repair, restoration and rebuilding of the Premises so damaged or destroyed (approved by the Architect and by all governmental authorities whose approval is required), or if, after such plans and specifications are approved by all such governmental authorities and the Mortgagee, the Mortgagor shall fail to commence promptly such repair, restoration and rebuilding, or if thereafter the Mortgagor fails diligently to continue such repair, restoration and rebuilding or is delinquent in the payment to mechanics, materialmen or others of the costs incurred in connection with such work, or, in the case of any damage or destruction requiring neither structural work nor major work, as determined by the Mortgagee in order to restore the Premises, if the Mortgagor shall fail to repair, restore and rebuild promptly the Premises so damaged or destroyed then, in addition to all other rights herein set forth, and after giving the Mortgagor ten (10) days' written notice of the nonfulfillment of one or more of the foregoing conditions, and upon the failure of the Mortgagor to cure such failure within such period, the Mortgagee, or any lawfully appointed receiver of the Premises, may at their respective options, perform or cause to be performed such repair, restoration and rebuilding, and may take such other steps as they deem advisable to perform such repair, restoration and rebuilding, and upon twenty-four (24) hours' prior notice to the extent reasonably necessary for any of the foregoing purposes, and the Mortgagor hereby waives, for the Mortgagor and all others holding under the Mortgagor, any claim against the Mortgagee and such receiver arising out of anything done by the Mortgagee or such receiver pursuant hereto, and the Mortgagee may apply insurance proceeds (without the need to fulfill any other requirements of this Section 2.04) to reimburse the Mortgagee, and/or such receiver, for all amounts expended or incurred by them, respectively, in connection with the performance of such work, and any excess costs shall be paid by the Mortgagor to the Mortgagee upon demand.

(h) The Mortgagor shall provide (a) property "all risk" insurance covering any improvements on the Property, (b) commercial general liability insurance with respect to the Premises providing for limits of liability of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate for both injury to or death of a person and for property damage, and (c) such other insurance as may be required by applicable Laws or as Lender may reasonably require from time to time (including "all risk" insurance with respect to any other improvements now or in the future located on the Property).

Any policy of property insurance required hereunder above shall be in an amount not less than the greater of the Indebtedness or the full replacement cost of the property covered by such policy, shall protect against fire, windstorm, lightning, hail, explosion, riot, civil commotion, "extended coverage" and other "All-Risk" perils and shall insure against flood loss risk if the Property is located in a Flood Hazard Area, and shall name Lender and its successors and assigns, as its interest may appear, as "mortgagee" for any building coverage and "loss payee" for any personal property/contents coverage. Any policy of commercial general liability insurance required by this Section shall cover personal injury and property damage, and such insurance shall be primary and non-contributing with any other insurance available to Lender and shall name Lender as additional insured. Upon request by Lender from time to time, Mortgagor shall deliver to Lender originals or copies of all such insurance policies and certificates evidencing such policies.

(i) All insurance policies required pursuant to this Section 2.04 shall be endorsed to name the Mortgagee as an insured thereunder, as its interest may appear, with loss payable to the Mortgagee, without contribution, under a standard New York (or local equivalent) mortgagee clause. All such insurance policies and endorsements shall be fully paid for and contain such provisions and expiration dates and be in such form and issued by such insurance companies licensed to do business in the State where the Premises are located and as shall be approved by the Mortgagee. Without limiting the foregoing, each policy shall provide that such policy may not be canceled or materially changed except upon thirty (30) days' prior written notice of intention of non-renewal, cancellation or material change to the Mortgagee and that no act or thing done by the Mortgagor shall invalidate the policy as against the Mortgagee. In the event the Mortgagor fails to maintain insurance in compliance with this Section 2.04, the Mortgagee may, but shall not be obligated to, obtain such insurance and pay the premium therefor and the Mortgagor shall, on demand, reimburse the Mortgagee for all sums, advances and expenses incurred in connection therewith. The Mortgagor shall deliver copies of all original policies, certified by the insurance company or authorized agent as being true copies to the Mortgagee together with the endorsements thereto required hereunder. Notwithstanding anything to the contrary contained herein, the proceeds of insurance policies coming into the possession of the Mortgagee shall not be deemed trust funds and the Mortgagee shall be entitled to dispose of such proceeds as herein provided. All insurance coverage required by this Section 2.04 may be maintained under blanket policies of insurance so long as the requirements hereof are otherwise satisfied.

2.05 Maintenance of Existence. The Mortgagor shall, so long as it is the owner of the Mortgaged Property, do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges under the laws of the state of its formation and should comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental authority or court applicable to the Mortgagor or to the Mortgaged Property or any part thereof.

2.06 Taxes and Other Charges.

(a) The Mortgagor shall pay and discharge when due all taxes of every kind and nature, water rates, sewer rents and assessments, levies, permits, inspection and license fees and all other charges imposed upon or assessed against the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Premises or arising in respect of the occupancy, uses or possession thereof and, unless the Mortgagor is making monthly deposits with the Mortgagee in accordance with Section 2.14 hereof, the Mortgagor shall exhibit to the Mortgagee, at least thirty (30) days before the same shall be past due, validated receipts showing the payment of such taxes, assessments, water rates, sewer rents, levies, fees and other charges which may be or become a prior lien on the Mortgaged Property. Should the Mortgagor default in the payment of any of the foregoing taxes, assessments, water rates, sewer rents, or other charges, the Mortgagee may, but shall not be obligated to, pay the same or any part thereof and the Mortgagor shall, on demand, reimburse the Mortgagee for all amounts so paid.

(b) Nothing in this Section 2.06 shall require the payment or discharge of any obligation imposed upon the Mortgagor by subparagraph (a) of this Section 2.06 so long as the Mortgagor shall in good faith and at its own expense contest the same or the validity thereof by appropriate legal proceedings which proceedings must operate to prevent the collection thereof or other realization thereon and the sale or forfeiture of the Mortgaged Property or any part thereof to satisfy the same; provided that during such contest the Mortgagor shall, at the option of the Mortgagee, provide security satisfactory to the Mortgagee, assuring the discharge of the Mortgagor's obligation hereunder and of any additional interest charge, penalty or expense arising from or incurred as a result of such contest; and provided, further, that if at any time payment of any obligation imposed upon the Mortgagor by subsection (a) of this Section 2.06 shall become necessary to prevent the delivery of a tax deed conveying the Mortgaged Property or any portion thereof because of non-payment, then Mortgagor shall pay the same in sufficient time to prevent the delivery of such tax deed.

2.07 Mechanics' and Other Liens. The Mortgagor shall pay, from time to time when the same shall become due, all lawful claims and demands of mechanics, materialmen, laborers, and others which, if unpaid, might result in, or permit the creation of, a lien on the Mortgaged Property or any part thereof, or on the revenues, rents, issues, income or profits arising therefrom and, in general, the Mortgagor shall do, or cause to be done, at the cost of the Mortgagor and without expense to the Mortgagee, everything necessary to fully preserve the lien of this Mortgage. In the event the Mortgagor fails to make payment of such claims and demands, the Mortgagee may, but shall not be obligated to, make payment thereof, and the Mortgagor shall, on demand, reimburse the Mortgagee for all sums so expended. Notwithstanding the foregoing, the Mortgagor may bond or otherwise discharge any such claim or demand which is contested, in form and substance satisfactory to the Mortgagee.

2.08 Condemnation. The Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Premises or any portion thereof, will notify the Mortgagee of the pendency of such proceedings. The Mortgagee may participate in any such proceedings and the Mortgagor from time to time will deliver to the Mortgagee all

instruments requested by it to permit such participation. All awards and compensation or other taking or purchase in lieu thereof, of the Premises or any part thereof, are hereby assigned to and shall be paid to the Mortgagee. The Mortgagor hereby authorizes the Mortgagee to collect and receive such awards and compensation, to give proper receipts and acquittances therefor and in the Mortgagee's sole discretion to apply the same toward the payment of the Indebtedness, notwithstanding the fact that the Indebtedness may not then be due and payable, or to the restoration of the Premises. In the event that any portion of the condemnation awards or compensation shall be used to reduce the Indebtedness, same shall be applied to the then unpaid installments of principal due under the Note in the inverse order of their maturity, such that the regular payments under the Note shall not be reduced or altered in any manner. The Mortgagor, upon request by the Mortgagee, shall make, execute and deliver any and all instruments requested for the purpose of confirming the assignment of the aforesaid awards and compensation to the Mortgagee free and clear of any liens, charges or encumbrances of any kind or nature whatsoever. The Mortgagee shall not be limited to the interest paid on the proceeds of any award or compensation, but shall be entitled to the payment by the Mortgagor of interest at the applicable rate provided for herein or in the Note.

2.09 Mortgage Authorized. The Mortgagor hereby warrants and represents that the execution and delivery of this Mortgage have been duly authorized by all necessary parties; and, there is no provision in its partnership agreement requiring further consent for such action by any other entity or person; it is validly existing and in good standing under the laws of the state of its formation, and has (a) all necessary licenses, authorizations, registrations and approvals and (b) full power and authority to own its properties and carry on its business as presently conducted; and the execution and delivery by and performance of its obligations under this Mortgage will not result in the Mortgagor being in default under any provision of its partnership agreement, or of any mortgage, credit or other agreement to which it is a party.

2.10 Costs of Defending and Upholding the Lien. If any action or proceeding is commenced to which action or proceeding the Mortgagee is made a party or in which it becomes necessary to defend or uphold the lien of this Mortgage, the Mortgagor shall, on demand, reimburse the Mortgagee for all expenses (including, without limitation, reasonable attorneys' fees and appellate attorneys' fees) incurred by the Mortgagee in any such action or proceeding. In any action or proceeding to foreclose this Mortgage or to recover or collect the Indebtedness, the provisions of law relating to the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

2.11 Additional Advances and Disbursements. The Mortgagor shall pay when due all payments and charges on all liens, encumbrances, ground and other leases, and security interests which may be or become superior or inferior to the lien of this Mortgage, and in default hereof the Mortgagee shall have the right, but shall not be obligated, to pay, without notice to the Mortgagor, such payments and charges and the Mortgagor shall, on demand, reimburse the Mortgagee for amounts so paid. In addition, upon default of the Mortgagor in the performance of any other terms, covenants, conditions or obligations by it to be performed under any such prior or subordinate lien,

encumbrance, lease or security interest, the Mortgagee shall have the right, but shall not be obligated, to cure such default in the name and on behalf of the Mortgagor. All sums advanced and reasonable expenses incurred at any time by the Mortgagee pursuant to this Section 2.11 or as otherwise provided under the terms and provisions of this Mortgage, including without limitation, any disbursements made for the payment of taxes, levies or insurance relating to the Mortgaged Property, or under applicable law shall, on demand become immediately due and payable to Mortgagee, become part of the secured indebtedness, and shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at an interest rate equal to the rate set forth in the Note.

2.12 Costs of Enforcement. The Mortgagor agrees to bear and pay all expenses (including reasonable attorneys' fees and appellate attorneys' fees) of or incidental to the enforcement of any provision hereof, or the enforcement, compromise or settlement of this Mortgage or the Indebtedness, and for the curing thereof, or for defending or asserting the rights and claims of the Mortgagee in respect thereof, by litigation or otherwise. All rights and remedies of the Mortgagee shall be cumulative and may be exercised singly or concurrently. Notwithstanding anything herein contained to the contrary, the Mortgagor: (a) will not (i) at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution or sale of the Mortgaged Property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, nor (ii) claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction, (b) hereby expressly waives all benefit or advantage of any such law or laws, and (c) covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Mortgagee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. The Mortgagor, for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the Mortgaged Property marshaled upon any foreclosure hereof.

2.13 Mortgage Taxes. The Mortgagor shall pay any and all taxes, agreements, charges, filing, registration and recording fees, excises and levies imposed upon the Mortgagee in connection with the Note or this Mortgage or any mortgage supplemental hereto, any security instrument with respect to any fixtures or personal property owned by the Mortgagor at the Premises and any instrument of further assurance, other than income, franchise and doing business taxes. In the event the Mortgagor fails to make such payment within five (5) days after written notice thereof from the Mortgagee, then the Mortgagee shall have the right, but shall not be obligated, to pay the amount due, and the Mortgagor shall, on demand, reimburse the Mortgagee for said amount.

2.14 Escrow Deposits. The Mortgagee, at its option, may require that the Mortgagor deposit with the Mortgagee, monthly, one-twelfth (1/12th) of the annual charges for ground or

other rent, if any, insurance premiums and real estate taxes, assessments, water, sewer and other charges which might become a lien upon the Mortgaged Property and the Mortgagor shall, accordingly, make such deposits. In addition, if required by the Mortgagee, the Mortgagor shall simultaneously therewith deposit with the Mortgagee a sum of money which together with the monthly installments aforementioned will be sufficient to make each of the payments aforementioned at least thirty (30) days prior to the date such payments are due. Should said charges not be ascertainable at the time any deposit is required to be made with the Mortgagee, the deposit shall be made on the basis of the charges for the prior year, and when the charges are fixed for the then current year, the Mortgagor shall deposit any deficiency with the Mortgagee. All funds so deposited with the Mortgagee shall be held by it without interest, may be commingled by the Mortgagee with its general funds and, provided that no Event of Default shall have occurred, shall be applied in payment of the charges aforementioned when and as payable, to the extent the Mortgagee shall have such funds on hand. Should an Event of Default occur, the funds deposited with the Mortgagee, as aforementioned, may be applied in payment of the charges for which such funds shall have been deposited or to the payment of the Indebtedness or any other charges affecting the security of the Mortgagee, as the Mortgagee sees fit, but no such application shall be deemed to have been made by operation of law or otherwise until actually made by the Mortgagee as herein provided. If deposits are being made with the Mortgagee, the Mortgagor shall furnish the Mortgagee with bills for the charges for which such deposits are required to be made hereunder and/or such other documents necessary for the payment of same, at least fifteen (15) days prior to the date on which the charges first become payable. In the event the Mortgagor fails to pay any such amount, the Mortgagee may, but shall not be obligated to, make payment thereof, and the Mortgagor shall, on demand, reimburse the Mortgagee for all sums so expended.

2.15 Assignment of Rents. The Mortgagor hereby assigns to the Mortgagee, as further security for the payment of the Indebtedness, the rents, issues and profits of the Premises, together with all leases and other documents evidencing such rents, issues and profits now or hereafter in effect and any and all deposits held as security under said leases, and shall, upon demand, deliver to the Mortgagee an executed counterpart of each such lease or other document. Nothing contained in the foregoing sentence shall be construed to bind the Mortgagee to the performance of any of the covenants, conditions or provisions contained in any such lease or other document or otherwise to impose any obligation on the Mortgagee (including, without limitation, any liability under the covenant of quiet enjoyment contained in any lease or in any law of any applicable state in the event that any tenant shall have been joined as a party defendant in any action to foreclose this Mortgage and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Premises), except that the Mortgagee shall be accountable for any money actually received pursuant to such assignment. Upon the occurrence of an event of default set forth in Section 3.01 hereof, the Mortgagor hereby further grants to the Mortgagee the right (i) to enter upon and take possession of the Premises for the purpose of collecting the said rents, issues and profits, (ii) to dispossess by the usual summary proceedings any tenant defaulting in the payment thereof to the Mortgagee, (iii) to let the Premises, or any part thereof, and (iv) to apply said rents, issues and profits, after payment of all necessary charges and expenses, on account of said Indebtedness. Such assignment and grant shall continue in effect until the Indebtedness is

paid, the execution of this Mortgage constituting and evidencing the irrevocable consent of the Mortgagor to the entry upon and taking possession of the Premises by the Mortgagee pursuant to such grant, whether foreclosure has been instituted or not and without applying for a receiver. Until the occurrence of an Event of Default the Mortgagor shall be entitled to collect and receive said rents, issues and profits. The Mortgagor agrees to use said rents, issues and profits in payment of principal and interest becoming due on this Mortgage and in payment of taxes, assessments, water rates, sewer rents and carrying charges becoming due against the Premises. Such right of the Mortgagor to collect and receive said rents, issues and profits may be revoked by the Mortgagee upon the occurrence of an Event of Default by giving not less than five (5) days' written notice of such revocation, served personally upon or sent by registered or certified mail to the record owner of the Premises.

2.16 Right of Inspection. The Mortgagor hereby grants to the Mortgagee the right of entry to inspect the Mortgaged Property at any reasonable time and from time to time.

ARTICLE III

DEFAULT AND REMEDIES

3.01 Events of Default. The occurrence of any of the following shall constitute Events of Default under this Mortgage: (a) failure to make any payment of principal or interest due under the Note when payment of such amounts are required to be paid and the subsequent failure to pay such sum within ten (10) days after receipt of written notice of such default; (b) default in the due observance or performance of any of the terms, covenants or conditions contained herein relating to other than the payment of money, and such default or breach shall have continued for a period of thirty (30) days after written notice thereof to Mortgagor from the Mortgagee, provided, however, that the foregoing thirty (30) day period shall be extended for an additional thirty (30) days so long as Mortgagor is unable to cure the same within the initial thirty (30) day period and it has pursued such cure diligently during such period, and such breach or default does not place the Mortgagee's mortgage interest in the Property in immediate jeopardy or subject to unreasonable risk; (c) should any representation made herein or any other document given in connection herewith prove to be untrue or misleading in any respect; (d) default beyond any applicable notice or grace period under any obligation set forth under any of the Note or the other Loan Documents other than for the payment of principal or interest; (e) the further assignment or encumbrance by the Mortgagor of the leases or rents of the Premises or any part thereof without prior written consent of the Mortgagee; (f) the lease by the Mortgagor of all or part of the Premises for purposes other than the actual occupancy by the lessee; (g) the failure of the Mortgagor to pay or cause to be paid, before any fine, penalty, interest or cost may be added thereto all franchise taxes and charges, and other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, including, but not limited to, assessments for public improvements or benefits which are assessed, levied, confirmed, imposed or become a lien upon the Mortgaged Property or become payable during the

term of the Note or this Mortgage or the Mortgagor enters into any agreement either written or oral, which has the effect of deferring the payment of any taxes or other charges which are or can be assessed, levied, confirmed, imposed or become a lien on the Mortgaged Property or become payable during the term of the Note or this Mortgage, provided, however, that the Mortgagor may, if, to the extent and in the manner permitted by law pay such taxes, charges and/or assessments in installments whether or not interest shall accrue on the unpaid balance of same, if such installment payment would not create or permit the filing of a lien against the Mortgaged Property; (h) the conveyance, assignment, sale or attempted sale, or other disposition of the Premises or the further mortgage, pledge or other encumbrance by the Mortgagor of the Mortgaged Property or any part thereof or any interest therein without the prior written consent of the Mortgagee; (i) if a receiver, liquidator or trustee of the Mortgagor or of any of their properties, shall be appointed; (j) if a petition in bankruptcy, an insolvency proceeding or a petition for reorganization shall have been filed against the Mortgagor and same is not withdrawn, dismissed, canceled or terminated within sixty (60) days; (k) if the Mortgagor is adjudicated bankrupt or insolvent or a petition for reorganization is granted (without regard for any grace period provided for herein); (l) if there is an attachment or sequestration of any of the property of the Mortgagor and same is not promptly discharged or bonded; (m) if the Mortgagor files or consents to the filing of any petition in bankruptcy or commences or consents to the commencement of any proceeding under the United States Bankruptcy Code or any other law, now or hereafter in effect, relating to the reorganization of the Mortgagor or the arrangement or readjustment of the debts of the Mortgagor; (n) if the Mortgagor shall make an assignment for the benefit of its creditors or shall admit in writing the inability to pay debts generally as they become due or shall consent to the appointment of a receiver, trustee or liquidator of the Mortgagor or of all or any part of its or his property; (o) if default shall occur under, or any attempted withdrawal, cancellation or disclaimer of liability under any guaranty which guarantees payment of the Indebtedness or under any agreement giving security for said guaranty shall occur; (p) if the Mortgagor shall cause or institute any proceeding for the dissolution or termination of the Mortgagor; (q) if the Mortgagor defaults under any other agreement that it has with the Mortgagee; or (r) if a default shall occur under any mortgage which is superior or subordinate to the lien of this Mortgage or the mortgagee under any superior or subordinate mortgage shall commence a foreclosure action in connection with said Mortgage, provided that this provision shall not be deemed to be a waiver of the provisions any other section of this Mortgage.

3.02 Remedies.

(a) Upon the occurrence of any Event of Default, the Mortgagee may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against the Mortgagor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as the Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of the Mortgagee: (1) declare the entire unpaid Indebtedness to be immediately due and payable; or (2) enter into or upon the Premises, either personally or by its agents, nominees or attorneys and dispossess the Mortgagor and its agents and servants therefrom,

and thereupon the Mortgagee may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Premises and conduct the business thereat; (ii) complete any construction on the Premises in such manner and form as the Mortgagee deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Mortgaged Property; (iv) exercise all rights and powers of the Mortgagor with respect to the Premises, whether in the name of the Mortgagor or otherwise, including, without limitation, the right to make, cancel, enforce or modify leases, obtain and evict tenants, and demand, sue for, collect and receive all earnings, revenues, rents, issues, profits and other income of the Premises and every part thereof; and (v) apply the receipts from the Premises to the payment of the Indebtedness, after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the taxes, assessments, insurance and other charges in connection with the Mortgaged Property, as well as just and reasonable compensation for the services of the Mortgagee, its counsel, agents and employees; or (3) institute proceedings for the complete foreclosure of this Mortgage in which case the Mortgaged Property may be sold for cash or upon credit in one or more parcels; or (4) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the Indebtedness then due and payable; or (5) sell for cash or upon credit the Mortgaged Property or any part thereof and all estate, claim, demand, right, title and interest of the Mortgagor therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entity or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law, and in the event of a sale, by foreclosure or otherwise, of less than all of the Mortgaged Property, this Mortgage shall continue as a lien on the remaining portion of the Mortgaged Property; or (6) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein or in the Note; or (7) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Mortgage; or (8) apply for the appointment of a trustee, receiver, liquidator or conservator of the Mortgaged Property, without regard for the adequacy of the security for the Indebtedness and without regard for the solvency of the Mortgagor or of any person, firm or other entity liable for the payment of the Indebtedness; or (10) pursue such other remedies as the Mortgagee may have under applicable law.

(b) If an Event of Default shall have occurred, the Mortgagee may sell the Mortgaged Property at public outcry to the highest bidder for cash in accordance with Alabama law, either in person or by auctioneer, after having first given notice of the time, place and terms of sale by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, the Mortgagee or any person conducting the sale for the Mortgagee is authorized to execute to the purchaser at said sale a deed to the premises so purchased. At the foreclosure sale the Mortgaged Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner the Mortgagee may elect.

In addition to any and all remedies it may have or exercise under this Mortgage, the Note, any of the other Loan Documents, or under applicable law, Lender may immediately and without demand exercise any and all of the rights of a secured party upon default under the Code, all of which shall be cumulative. Such rights shall include, without limitation:

- (i) The right to take possession of the Mortgaged Property without judicial process and to enter upon any premises where the Mortgaged Property may be located for the purposes of taking possession of, securing, removing, and/or disposing of the Mortgaged Property without interference from Mortgagor and without any liability for rent, storage, utilities or other sums;
- (ii) The right to sell, lease, or otherwise dispose of any or all of the Mortgaged Property, whether in its then condition or after further processing or preparation, at public or private sale; and unless the Mortgaged Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee shall give to Mortgagor at least ten (10) calendar days' prior notice of the time and place of any public sale of the Mortgaged Property or of the time after which any private sale or other intended disposition of the Mortgaged Property is to be made, all of which Mortgagor agrees shall be deemed commercially reasonable notice of any sale or disposition of the Mortgaged Property;
- (iii) The right to require Mortgagor, upon request of Mortgagee, to assemble and make the Mortgaged Property available to Mortgagee at a place reasonably convenient to Mortgagor and Mortgagee; and
- (iv) The right to notify account debtors, and demand and receive payment therefrom.

Without implying that other means of disposition would not be commercially reasonable, Mortgagor agrees that it would be commercially reasonable to foreclose the personal property (if any) encumbered by this Mortgage in the same foreclosure sale at which the real estate conveyed by this Mortgage is foreclosed, either with or without conducting a separate bid for the personal property. Nevertheless, to the full extent permitted by law, all parts of the Mortgaged Property shall be deemed to be real property or fixtures and a part of the freehold, and not personal property.

To effectuate the rights and remedies of Mortgagee upon default, Mortgagor does hereby irrevocably appoint Mortgagee attorney-in-fact for Mortgagor, with full power of substitution to sign, execute, and deliver any and all instruments and documents and do all acts and things to the same extent as Mortgagor could do, and to sell, assign, and transfer any collateral to Mortgagee or any other party.

(c) The purchase money proceeds or avails of any sale made under or by virtue of this Article III, together with any other sums which then may be held by the Mortgagee under this Mortgage, whether under the provisions of this Article III or otherwise, shall be applied as follows:

First: To the payment of the costs and expenses of such sale, including reasonable compensation to the Mortgagee, its agents and counsel, and of any judicial proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by the Mortgagee under this Mortgage, together with interest as provided herein on all advances made by the Mortgagee and all taxes or assessments, except any taxes, assessments or other charges subject to which the Mortgaged Property shall have been sold.

Second: To the payment of the whole amount then due, owing or unpaid upon the Note for principal, together with any and all applicable interest and late charges.

Third: To the payment of any other sums required to be paid by the Mortgagor pursuant to any provisions of this Mortgage.

Fourth: To the payment of the surplus, if any, to whosoever may be lawfully entitled to receive the same.

The Mortgagee and any receiver of the Mortgaged Property, or any part thereof, shall be liable to account for only those rents, issues and profits actually received by it.

(d) The Mortgagee 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 Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(e) Upon the completion of any sale or sales made by the Mortgagee under or by virtue of this Article III, the Mortgagee, or an officer of any court empowered to do so, shall execute and deliver to the accepted purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. The Mortgagee is hereby irrevocably appointed the true and lawful attorney of the Mortgagor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Mortgaged Property and rights so sold and for that purpose the Mortgagee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, the Mortgagor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Any such sale or sales made under or by virtue of this Article III, 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, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of the Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against the Mortgagor and

against any and all persons claiming or who may claim the same, or any part thereof from, through or under the Mortgagor.

(f) In the event of any sale made under or by virtue of this Article III (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 entire Indebtedness, if not previously due and payable, immediately thereupon shall, anything in this Mortgage to the contrary notwithstanding, become due and payable.

(g) Upon any sale made under or by virtue of this Article III (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 Mortgagee 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 Indebtedness the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which the Mortgagee is authorized to deduct under this Mortgage.

(h) No recovery of any judgment by the Mortgagee and no levy of any execution under any judgment upon the Mortgaged Property or under any other property of the Mortgagor shall affect in any manner or to any extent, the lien of this Mortgage upon the Mortgaged Property or any part thereof, or any liens, rights, powers or remedies of the Mortgagee hereunder, but such liens, rights, powers and remedies of the Mortgagee shall continue unimpaired as before.

3.04 Possession of the Premises. Upon the occurrence of any Event of Default hereunder, it is agreed that the then owner of the Premises, if it is the occupant of the Premises or any part thereof, shall immediately surrender possession of the Premises so occupied to the Mortgagee, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the Mortgagee and, on demand, such occupant (a) shall pay to the Mortgagee monthly, in advance, a reasonable rental for the space so occupied and in default thereof, (b) may be dispossessed by the usual summary proceedings. The covenants herein contained may be enforced by a receiver of the Mortgaged Property or any part thereof. Nothing in this Section 3.05 shall be deemed to be a waiver of the provisions of this Mortgage prohibiting the sale or other disposition of the Premises without the Mortgagee's consent.

3.05 Interest After Default. If any payment due hereunder or under the Note is not paid when due, either as stated or accelerated maturity or pursuant to any of the terms hereof, then and in such event, the Mortgagor shall pay interest thereon from and after the date on which such payment first becomes due at the interest rate provided for in the Note and such interest shall be due and payable, on demand, at such rate until the entire amount due is paid to the Mortgagee, whether or not any action shall have been taken or proceeding commenced to recover the same or to foreclose this Mortgage. Nothing in this Section 3.05 or in any other provision of this Mortgage shall constitute an extension of the time of payment of the Indebtedness.

ARTICLE IV

MISCELLANEOUS

4.01 Notices. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when delivered in person or sent by certified mail, return receipt requested, to any party hereto at its address above stated or at such other address of which it shall have notified the party giving such notice in writing as aforesaid.

4.02 Binding Obligations. The provisions and covenants of this Mortgage shall run with the land, shall be binding upon the Mortgagor and shall inure to the benefit of the Mortgagee, subsequent holders of this Mortgage and their respective successors and assigns. For the purpose of this Mortgage, the term "Mortgagor" shall mean the Mortgagor named herein, any subsequent owner of the Mortgaged Property, and their respective heirs, executors, legal representatives, successors and assigns. If there is more than one Mortgagor, all their undertakings hereunder shall be deemed joint and several.

4.03 Captions. The captions of this Mortgage are for the purpose of convenience only and are not intended to be a part of this Mortgage and shall not be deemed to modify, explain, enlarge or restrict any of the provisions hereof.

4.04 Defined Terms. Defined terms or capitalized words, not otherwise defined herein, shall have the meanings ascribed thereto in the Loan Agreement by and among Mortgagor, guarantor parties, and Mortgagee of even date herewith or the other Loan Documents (as defined in the Loan Agreement).

4.05 Further Assurances. The Mortgagor shall do, execute, acknowledge and deliver, at the sole cost and expense of the Mortgagor, all and every such further acts, deeds, conveyances, mortgages, assignments, estoppel certificates, notices of assignment, transfers and assurances as the Mortgagee may reasonably require from time to time in order to better assure, convey, assign, transfer and confirm unto the Mortgagee, the rights now or hereafter intended to be granted to the Mortgagee under this Mortgage, any other instrument executed in connection with this Mortgage or any other instrument under which the Mortgagor may be or may hereafter become bound to convey, mortgage or assign to the Mortgagee for carrying out the intention of facilitating the performance of the terms of this Mortgage. The Mortgagor hereby appoints the Mortgagee its attorney-in-fact to execute, acknowledge and deliver for and in the name of the Mortgagor any and all of the instruments mentioned in this Section 4.04 and this power, being coupled with an interest, shall be irrevocable as long as any part of the Indebtedness remains unpaid.

4.06 Severability. Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

4.07 General Conditions.

(a) All covenants hereof shall be construed as affording to the Mortgagee rights additional to and not exclusive of the rights conferred under the laws of the State of Alabama, or any other applicable law of any other state.

(b) This Mortgage cannot be altered, amended, modified, or discharged orally and no executory agreement shall be effective to modify or discharge it in whole or in part, unless it is in writing and signed by the party against whom enforcement of the modification, alteration, amendment or discharge is sought.

(c) No remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of the Mortgagee in exercising any right of power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default, or any acquiescence therein. Acceptance of any payment after the occurrence of an Event of Default shall not be deemed to waive or cure such Event of Default; and every power and remedy given by this Mortgage to the Mortgagee may be exercised from time to time as often as may be deemed expedient by the Mortgagee. Nothing in this Mortgage or in the Note shall affect the obligation of the Mortgagor to pay the Indebtedness in the manner and at the time and place therein respectively expressed.

(d) No waiver by the Mortgagee will be effective unless it is in writing and then only to the extent specifically stated. Without limiting the generality of the foregoing, any payment made by the Mortgagee for insurance premiums, taxes, assessments, water rates, sewer rentals or any other charges affecting the Mortgaged Property, shall not constitute a waiver of the Mortgagor's default in making such payments and shall not obligate the Mortgagee to make any further payments.

(e) The Mortgagee shall have the right to appear in and defend any action or proceeding, in the name and on behalf of the Mortgagor which the Mortgagee, in its discretion, feels may adversely affect the Mortgaged Property or this Mortgage. The Mortgagee shall also have the right to institute any action or proceedings which the Mortgagee, in its discretion, feels should be brought to protect its interest in the Mortgaged Property or its right hereunder. All costs and expenses incurred by the Mortgagee in connection with such actions or proceedings, including, without limitation, reasonable attorneys' fees and appellate attorneys' fees, shall be paid by the Mortgagor, on demand.

(f) In the event of the passage after the date of this Mortgage of any law of any governmental authority having jurisdiction, deducting from the value of land for the purpose of taxation, affecting any lien thereon or changing in any way the laws of the taxation or mortgages or debts secured by mortgages for federal, state or local purposes, or the manner of the collection

of any such taxes, so as to affect this Mortgage, the Mortgagor shall promptly pay to the Mortgagee, on demand, all taxes, costs and charges for which the Mortgagee is or may be liable as a result thereof, provided said payment shall not be prohibited by law or render the Note usurious, in which event the Mortgagee may declare the Indebtedness to be immediately due and payable.

(g) The Mortgagor hereby appoints the Mortgagee as its attorney-in-fact in connection with the personal property and fixtures covered by this Mortgage, where permitted by law, to file on its behalf any financing statements or other statements evidencing or securing the interest of the Mortgagee in the same in connection therewith with the appropriate public office signed only by the Mortgagee, as secured party. This power, being coupled with an interest, shall be irrevocable so long as any part of the Indebtedness remains unpaid.

(h) The Mortgagor acknowledges that it has received a true copy of this Mortgage.

(i) For the purposes of this Mortgage, all defined terms contained herein shall be construed, whenever the context of this Mortgage so requires, so that the singular shall be construed as the plural and so that the masculine shall be construed as the feminine.

4.08 Legal Construction. The enforcement of this Mortgage shall be governed, construed and interpreted by the laws of the State of Alabama. Nothing in this Mortgage, the Note, or in any other agreement between the Mortgagor and the Mortgagee shall require the Mortgagor to pay, or the Mortgagee to accept, interest in an amount which would subject the Mortgagor to any penalty under applicable law. In the event that the payment of any interest due hereunder or under the Note or any such other agreement would subject the Mortgagee to any penalty under applicable law, then ipso facto the obligations of the Mortgagor to make such payment shall be reduced to the highest rate authorized under applicable law.

4.09 Merger. Upon acquisition by Mortgagor of any additional interest, in fee or otherwise, in and to the real property described in Exhibit A attached hereto, this mortgage shall immediately, without further action, cover such interest as additional security for the indebtedness herein described, and no further mortgage or other documents shall be necessary to be executed or recorded by the parties in order to continue Mortgagee's security in such new or additional interest in such real property. Notwithstanding the foregoing, Mortgagor agrees to execute such additional documents, mortgages or instruments as Mortgagee may request in order to confirm Mortgagee's mortgage security in such new or additional interests in the real property described in Exhibit A.

4.10 Waiver of Jury Trial. **MORTGAGOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATING TO THIS MORTGAGE, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION WITH THIS MORTGAGE OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR**

RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THE MORTGAGE, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR IN CONNECTION WITH THE TRANSACTIONS RELATED HERETO OR CONTEMPLATED HEREBY OR THEREBY OR THE EXERCISE OF ANY PARTY'S RIGHTS AND REMEDIES THEREUNDER, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. MORTGAGOR AGREES THAT LENDER MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF MORTGAGOR IRREVOCABLY TO WAIVE TRIAL BY JURY, AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN MORTGAGOR AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.


4.11 Assignment by Mortgagee: Agreement under Seal: Jurisdiction. Mortgagee may without notice assign this Mortgage in whole or in part. This Mortgage is given under the seal, and it is intended that this Mortgage is and shall constitute and have the effect of a sealed instrument according to law. Mortgagor acknowledges that the negotiation of the provisions of this Mortgage and the other Loan Documents took place, and this Mortgage and the other Loan Documents are being executed in the State of Alabama, or if executed elsewhere, shall become effective only upon Lender's receipt and acceptance thereof in said state; provided, however, that Lender shall have no obligation to give, nor shall Mortgagor any other person or entity be entitled to receive, any notice of such receipt and acceptance for this Mortgage and the other Loan Documents to become fully effective, valid and binding obligations of Mortgagor. Mortgagor acknowledges that any cause of action arising under this Mortgage or the other Loan Documents will be a cause of action arising from an Alabama transaction and that Mortgagor owes the Obligations to a banking organization which conducts business from its offices in the State of Alabama, that it is foreseeable that this Mortgage and the other Loan Documents and the performance hereof and thereof have and will have significant effects in the State of Alabama, and that the Mortgagor's execution of this Mortgage will subject Mortgagor to the jurisdiction of courts within the State of Alabama. Notwithstanding the foregoing, nothing contained in this Mortgage or the other Loan Documents shall prevent Mortgagee from bringing any action or exercising any rights against Mortgagor, any Guarantor, any security for the Obligations, or any of a Loan Party's properties in any other state or jurisdiction. Initiating any such action or proceeding or taking any such action in any other state or jurisdiction shall in no event constitute a waiver by Mortgagee of any of the foregoing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; EXECUTION PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, this Mortgage has been executed and made effective as of the day and year first above written.

MORTGAGOR:

ALAPRIME PROPERTIES LLC,
an Alabama limited liability company

By: 
Ashraf Hijaz
Its: Manager

STATE OF ALABAMA

COUNTY OF MONTGOMERY

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that Ashraf Hijaz, whose name as Manager of **AlaPrime Properties LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in his capacity as Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand and official seal this the 22nd day of October 2024.

[SEAL]



NOTARY PUBLIC
My commission expires: 9-8-2025

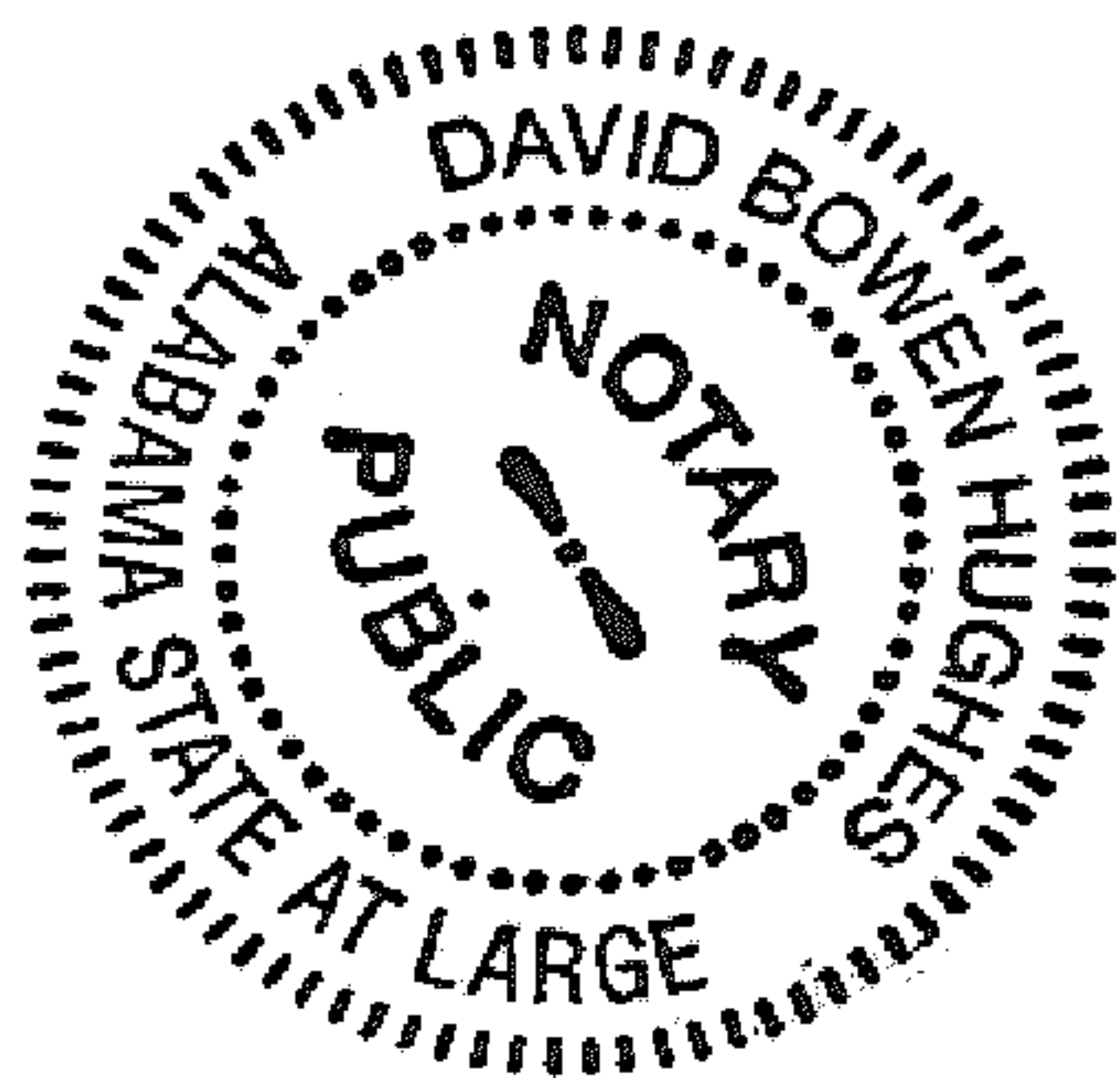


EXHIBIT A

Lots 1-A and 3-A according to the Resurvey of First United Methodist Church to Alabaster, as recorded in Map Book 46, Page 94, in the Probate Office of Shelby County, Alabama.

Together with rights obtained, that constitute an interest in real estate, under that certain Reciprocal Easement for Joint Access and Parking by and between First United Methodist of Alabaster, Inc. and M.E. Buckelew, LLC dated May 12, 2016 and recorded in Instrument Number 20160519000171530, amended in Instrument Number 20220301000086150.

EXHIBIT B

1. Ad valorem taxes and assessments for the year 2025 and subsequent years not yet due and payable.
2. Rights of tenants, as tenant only, under written lease agreements with Mortgagor.
3. 50 foot building setback line from State Highway 119; 50 foot setback from the Easterly lot line of Lot 1-A; 5 foot setback from a portion of the Northerly lot line of Lot 1-A; 15 foot building setback line from Westerly lot line of Lot 3-A; 5 foot building setback from a Westerly portion of Lot 3-A; 50 foot building setback from Southeasterly line of Lot 3-A; 5 foot building setback from a portion of the Southerly lot line of Lot 3-A; 50 foot building setback from the Northerly lot line of Lot 3-A; 8 foot utility easement along state highway 119 right of way on Lot 1-A; 8 foot utility easement on Lot 30A; 20 foot storm easements on Lot 3-A; 10 foot storm easement on Lot 3-A; 20 foot sanitary sewer easement on Lot 3-A, all as shown on Map Book 46, at Page 94 in the Office of the Judge of Probate of Shelby County, Alabama.
4. Right of way granted to Alabama Power Company as set out in instruments recorded in Deed Book 148, Page 297; Deed Book 194, Page 31, and Deed Book 121, Page 255.
5. Memorandum of Lease by and between FES Properties, as Landlord, and Harco Drug, Inc., as Tenant, as recorded in Instrument Number 1994-12136, Landlord's interest assigned in Instrument Number 1994-13988, Instrument Number 1994-29571, Instrument Number 1994-17938, and Instrument Number 20160519000171520.
6. Restriction as set out in Memorandum of Lease by and between FES Properties, as Landlord, and Harco Drug, Inc., as Tenant, as recorded in Instrument Number 1994-12136.
7. Reciprocal Easement for Joint Access and Parking by and between First United Methodist of Alabaster, Inc. and M.E. Buckelew, LLC dated May 12, 2016, and recorded in Instrument Number 20160519000171530, amended in Instrument Number 20220301000086150.

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**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/24/2024 10:15:43 AM
\$2707.00 DANIEL
20241024000333450**

Allie S. Bayl