
*PREPARED BY, AND AFTER RECORDING
RETURN TO:*

RFLF 4, LLC
Attn: Servicing Department
222 W Adams St. #3150
Chicago IL 60606

**TAXES PAID TO JEFFERSON COUNTY AL
2/4/2025 INSTR #2025010458**

Parcel Nos. 13 7 26 4 002 003.000

Space Above for Recorder's Use

**COMMERCIAL MORTGAGE,
SECURITY AGREEMENT AND FIXTURE FILING**

Loan No. 10806

This COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (“Mortgage”) is entered into and to be effective as of January 31, 2025, and KNOW ALL MEN BY THESE PRESENTS CS EQUITY PARTNERS III, LLC, a Delaware limited liability company, having an address of 4518 Valleydale Road, Birmingham, Alabama 35242 (“Mortgagor”), in consideration of the loan made by RFLF 4, LLC, a Delaware limited liability company, having its principal place of business at 222 W Adams St. #3150, Chicago IL 60606, Attention: Servicing Department (“Mortgagee”) to Mortgagor in the amount of Five Million Thirty-Eight Thousand Eight Hundred Eighty and 00/100 Dollars (\$5,038,880.00) to Mortgagor and other good and valuable consideration received, does hereby give, grant, bargain, sell and confirm unto said Mortgagee, its successors and assigns the following:

(A) All right, title and interest in and to those premises more commonly known as the addresses set forth on the Property Schedule attached as Exhibit 1 under “Mortgaged Properties,” which is more particularly described in Schedule A (collectively, the “Premises”), which is attached hereto and made a part hereof;

(B) TOGETHER WITH (1) all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Premises, and (2) all building materials, supplies and other

property stored at or delivered to the Premises or any other location for incorporation into the improvements located or to be located on the Premises, and all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and located in or on, or attached to, and used or intended to be used in connection with, or with the operation of, or the occupancy of, the Premises, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and owned by Mortgagor, and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, and all of the right, title and interest of Mortgagor in and to such personal property which, to the fullest extent permitted by law, shall be conclusively deemed fixtures and a part of the real property encumbered hereby (the “Improvements”);

(C) TOGETHER WITH (1) all estate, right, title and interest of Mortgagor, of whatever character, whether now owned or hereafter acquired, in and to (a) all streets, roads and public places, open or proposed, in front of or adjoining the Premises, and the land lying in the bed of such streets, roads and public places, and (b) all other sidewalks, alleys, ways, passages, strips and gores of land adjoining or used or intended to be used in connection with any of the property described in paragraphs (A) and (B) hereof, or any part thereof; and (2) all water courses, water rights, easements, rights-of-way and rights of use or passage, public or private, and all estates, interest, benefits, powers, rights (including, without limitation, any and all lateral support, drainage, slope, sewer, water, air, mineral, oil, gas and subsurface rights), privileges, licenses, profits, rents, royalties, tenements, hereditaments, reversions and subreversions, remainders and subremainders and appurtenances whatsoever in any way belonging, relating or appertaining to any of the property described in paragraphs (A) and (B) hereof, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor; and

(D) TOGETHER WITH (a) all estate, right, title and interest of Mortgagor of, in and to all judgments, insurance proceeds, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the property described in paragraphs (A), (B) and (C) hereof or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the property described in paragraphs (A), (B) or (C) hereof or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the property described in paragraphs (A), (B) or (C) hereof, or any part thereof; and Mortgagee is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquaintances therefor, and (if it so elects) to apply the same, after deducting therefrom any expenses incurred by Mortgagee in the collection and handling thereof, toward the payment of the indebtedness and other sums secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable; and (b) all contract rights, general intangibles, governmental permits, licenses and approvals, actions and rights in action, including without limitation all rights to insurance proceeds and unearned premiums, arising from or relating to the property described in paragraphs (A), (B) and (C) above; and (c) all proceeds, products, replacements additions, substitutions, renewals and accessions of and to the property described in paragraphs (A), (B) and (C).

All of the property described in paragraphs (A), (B), (C) and (D) above, and each item of property therein described, including, but not limited to, the Premises and the Improvements, is herein referred to as the “Property.”

TO HAVE AND TO HOLD the above granted and bargained Property, with the appurtenances thereof, unto it, Mortgagee, its successors and assigns forever, to it and their own proper use and behoof. And also, Mortgagor does for itself, its successors and assigns forever, covenant with the said Mortgagee, its successors and assigns, that at and until the ensealing of these presents, they are well seized of the Property as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free and clear of all encumbrances whatsoever.

AND FURTHERMORE, Mortgagor does by these presents bind itself, its legal representatives and its successors and assigns forever to WARRANT AND DEFEND the above granted and bargained Property to Mortgagee, its successors and assigns, against all claims and demands whatsoever

THE CONDITION OF THIS MORTGAGE IS SUCH THAT:

WHEREAS, Mortgagor is indebted to Mortgagee by virtue of a commercial loan transaction (the "Loan") in the sum of up to **Five Million Thirty-Eight Thousand Eight Hundred Eighty and 00/100 Dollars (\$5,038,880.00)** as evidenced by that certain Commercial Promissory Note in the principal amount of up to **Five Million Thirty-Eight Thousand Eight Hundred Eighty and 00/100 Dollars (\$5,038,880.00)** (the "Note") dated as of the date of this Mortgage executed by Mortgagor and delivered to Mortgagee, with all amounts remaining unpaid thereon being finally due and payable on the Maturity Date (as defined in the Note), and which Loan is made pursuant to that certain Portfolio Loan Agreement, dated as of the date hereof, between Mortgagor and Mortgagee (the "Loan Agreement").;

WHEREAS, the terms and repayment of such obligations of Mortgagor are set forth in the Note;

WHEREAS, to secure payment and performance of the indebtedness and obligations represented by the Note, Mortgagor is hereby executing this Mortgage in favor of Mortgagee, its successors and assigns forever;

WHEREAS, Mortgagor represents and warrants that it has full power and authority to execute and deliver the Note, this Mortgage, and all other documents, agreements and instruments required of it by Mortgagee in connection with the making of the Loan (the Note, this Mortgage, and all such other documents, agreements and instruments executed and delivered by Mortgagor in connection with the Loan being sometimes collectively referred to herein as the "Loan Documents").

NOW, THEREFORE, Mortgagor hereby covenants and agrees with Mortgagee as follows:

ARTICLE 1. COVENANTS OF THE MORTGAGOR

1.1 Performances of Loan Documents.

Mortgagor shall cause to be performed, observed and complied with all provisions hereof, of the Note and each of the Loan Documents, and will promptly pay to Mortgagee the principal, with interest thereon, and all other sums required to be paid by Mortgagor under the Note and pursuant to the provisions of this Mortgage and of the Loan Documents when payment shall become due (the entire principal amount of the Note, all accrued interest thereon and all obligations and indebtedness thereunder and hereunder and under all of the Loan Documents described being referred to herein as the "Indebtedness"). This Mortgage also encumbers all obligations with respect to all future advances and other obligations that Mortgagor may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, its agents, successors and/or assigns, when such future advance or obligation is evidenced by a writing which recites that it is secured by this Mortgage.

1.2 General Representation, Covenants and Warranties.

Mortgagor represents and covenants the following:

1.2.1 Mortgagor is now able to meet its debts as they mature, the fair market value of its assets exceeds its liabilities and no bankruptcy or insolvency case or proceeding is pending or contemplated by or against the Mortgagor;

1.2.2 All reports, statements and other data furnished by Mortgagor to Mortgagee in connection with the Loan are true, correct and complete in all material respects and do not omit to state any fact of circumstance necessary to make the statements contained therein not misleading;

1.2.3 This Mortgage, the Note and all other Loan Documents are legal, valid and binding obligations of Mortgagor enforceable in accordance with their respective terms and the execution and delivery thereof do not contravene any contract or agreement to which Mortgagor is a party or by which Mortgagor may be bound and do not contravene any law, order, decree, rule or regulation to which Mortgagor is subject;

1.2.4 There are no actions, suits or proceedings pending, or to the knowledge of Mortgagor threatened, against or affecting Mortgagor or any part of the Property;

1.2.5 All costs arising from construction of any improvements and the purchase of all equipment located on the Property that have been incurred prior to the date of this Mortgage have been paid;

1.2.6 The Property has frontage on, and direct access for, ingress and egress to the street(s) described in any survey submitted to Mortgagee;

1.2.7 Electric, sewer, water facilities and any other necessary utilities are, or will be, available in sufficient capacity to service the Property satisfactorily during the term of the Note, and any easements necessary to the furnishing of such utility service by Mortgagor have been or will be obtained and duly recorded (evidence satisfactory to Mortgagee that all utility services required for the use, occupancy and operations of the Property shall be provided to Mortgagee immediately upon Mortgagee's request);

1.2.8 There has not been, is not presently and will not in the future be any activity conducted by Mortgagor or any tenant at or upon any part of the Property that has given or will give rise to the imposition of a lien on any part of the Property;

1.2.9 Mortgagor is not in default under the terms of any instrument evidencing or securing any indebtedness of Mortgagor, and there has occurred no event which would, if uncured or uncorrected, constitute a default under any such instrument with the giving of notice, or the passage of time or both; and

1.2.10 Mortgagor has legal capacity to enter into the Loan and to execute and deliver the Loan Documents, and the Loan Documents have been duly and properly executed on behalf of Mortgagor.

1.3 Compliance with Laws; Permits; Notice.

Mortgagor covenants and warrants that the Property presently complies with and shall continue to comply with all applicable restrictive covenants, applicable zoning, wetlands and subdivision ordinances and building codes, all applicable health and environmental laws and regulations and all other applicable laws, statutes, rules, ordinances, codes, and regulations, and Mortgagor has not received any notice that Property is not in compliance with any such laws, statutes, rules, ordinances, codes and regulations. If Mortgagor receives notice from any federal, state or other governmental body that it is not in compliance with any such laws, statutes, rules, ordinances, codes and regulations, Mortgagor shall provide Mortgagee with a copy of such notice promptly. Mortgagor agrees to comply with all federal, state and municipal local laws, statutes, rules, ordinances, codes and regulations in connection with the construction and development

of the Property. Mortgagor has or will obtain all licenses, permits, authorizations, consents and approvals necessary for the construction and development of the Property, and, to the extent the foregoing have been received, all such licenses, permits, authorizations, consents and approvals are in full force and effect and all appeal periods have expired. Unless required by applicable law or unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the nature of the occupancy for which the Property were intended at the time this Mortgage was executed. Mortgagor shall not initiate or acquiesce in a change in the zoning classification of the Property without Mortgagee's prior written consent. Mortgagor warrants and represents that its use, and the use by any of its tenants, of the Property is in accordance and compliance with the terms and conditions of any and all rules, regulations, and laws that may be applicable to the Property, including, without limitation, all federal, state and local laws, ordinances, rules and regulations regarding hazardous and toxic materials and that Mortgagor shall maintain and continue such compliance and shall require and ensure its tenants' compliance with the same. Mortgagor shall maintain or shall cause their agent to maintain in its possession, available for the inspection of Mortgagee, and shall deliver to the Mortgagee, upon three (3) business days' request, evidence of compliance with all such requirements. Mortgagor hereby indemnifies and holds Mortgagee free of and harmless from and against any and all claims, demands, damages or liabilities that Mortgagee may incur with regard thereto.

1.4 Late Charge.

Section 7 of the Note is hereby incorporated by reference as though fully stated herein.

1.5 Condemnation.

Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of, any damage or taking through condemnation, eminent domain or the like, and Mortgagee is hereby authorized, at its option, to commence, appear in and prosecute in its own or Mortgagor's name any action or proceeding relating to any such condemnation, taking or the like and to settle or compromise any claim in connection therewith.

1.6 Intentionally Omitted.

1.7 Intentionally Omitted.

1.8 Further Assurance.

1.8.1 At any time and from time to time upon Mortgagee's request, Mortgagor shall make, execute/re-execute and deliver, or cause to be made, executed/re-executed and delivered, to Mortgagee and, where appropriate, shall cause to be recorded or filed, and from time to time thereafter to be re-recorded and refilled, at such time and in such offices and places as shall be deemed desirable by Mortgagee, any and all such further deeds of trust, instruments or further assurance, certificates and such other documents, and perform such other acts and things as Mortgagee may consider necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve, the obligations of Mortgagor under the Note and this Mortgage, of lien of this Mortgage as a lien upon all of the Property, and unto all and every person or persons deriving any estate, right, title or interest under this Mortgage. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record or refile any and all such deeds of trust, 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 to do so.

1.8.2 In the event of any miscalculation, misapplication or error in payment or collections of monies at closing, Mortgagor agree to correct the same upon request.

1.8.3 Each request by Mortgagee pursuant to Section 1.8 shall receive full cooperation and compliance by Mortgagor by execution or re-execution (as the case may be) and delivery at Mortgagee's office located in Chicago, Illinois or such other location within the State of Delaware as Mortgagee may designate within seven (7) days of Mortgagee's making such request.

1.9 Uniform Commercial Code Security Agreement and Fixture Filing.

This Mortgage is intended to be a security agreement, financing statement, and fixture filing that is to be filed for record in the real estate records pursuant to the Uniform Commercial Code in effect from time to time in the **State of Alabama** for any of the goods specified above in this Mortgage as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code and Mortgagor hereby agrees to execute and deliver any additional financing statements covering said goods from time to time and in such form as Mortgagee may require to perfect a security interest with respect to said goods. Mortgagor shall pay all costs of filing such financing statements and renewals and releases thereof and shall pay all reasonable costs and expenses of any record searches for financing statements that Mortgagee may reasonable require. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created, pursuant to the Uniform Commercial Code, any other security interest in said goods, including replacements and additions thereto. Upon Mortgagor's breach of any covenant or agreement of Mortgagor contained in this Mortgage, including the covenants to pay when due all sums secured by this Mortgage, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, may also invoke the remedies permitted by applicable law as to such goods.

AS IT IS RELATED HERETO:

DEBTOR IS:	CS Equity Partners III, LLC 4518 Valleydale Road Birmingham, Alabama 35242
SECURED PARTY IS:	RFLF 4, LLC 222 W Adams St. #3150 Chicago IL 60606 Attention: Servicing Department

Mortgagor represents, covenants, and warrants that as of the date hereof as follows: Mortgagor's full, correct, and exact legal name is set forth immediately above in this Section 1.9. Mortgagor is an organization of the type and incorporated in, organized, or formed under the laws of the state specified in the introductory paragraph to this Mortgage. In the event of any change in name or identify of Mortgagor, Mortgagor hereby authorizes Mortgagee to file such Uniform Commercial Code forms as are necessary to maintain the priority of Mortgagee's lien upon the Property which may be deemed personal property or fixtures, including future replacement thereof, which serves as collateral under this Mortgage.

1.10 Lease Covenants.

Each and every covenant on the part of Mortgagor contained in any assignment of lessor's interest in leases or any assignment of rents, royalties, issues, revenues, profits, income or other benefits made collateral hereto is made an obligation of Mortgagor hereunder as if fully set forth herein.

1.11 After-Acquired Property.

To the extent permitted by and subject to applicable law, the lien of this Mortgage will automatically attach, without further act, to all after-acquired property located in, on, or attached to, or used, or intended to be used, in connection with, or with the renovation of, the Property or any part thereof; provided, however, that, upon request of Mortgagee, Mortgagor shall execute and deliver such instrument or instruments as shall reasonably be requested by Mortgagee to confirm such lien, and Mortgagor hereby appoints Mortgagee its attorney-in-fact to execute all such instruments, which power is coupled with an interest and is irrevocable.

1.12 Expenses.

Unless otherwise agreed in writing, Mortgagor will pay when due and payable all origination fees, application fees, underwriting fees, document preparation and title review fees, appraisal fees, recording fees, taxes, brokerage fees and commissions, abstract fees, title policy fees, escrow fees, attorney's fees, court costs, fees of inspecting architect(s) and engineers(s) and all other costs and expenses of every character assessed by Mortgagee against Mortgagor, have been incurred or which may hereafter be incurred by Mortgagee in connection with: (a) the preparation and execution of the Loan Documents; (b) the closing and funding of the Loan; (c) in the event of Event of Default occurs hereunder or under the Note or any other Loan Documents, all costs, fees and expenses, including, without limitation, all reasonable attorney's fees in connection with the enforcement under the Note or foreclosure under this Mortgage, preparation for enforcement of this Mortgage or any other Loan Documents, whether or not suit or other action is actually commenced or undertaken; (d) enforcement of this Mortgage or any other Loan Documents; (e) court or administrative proceedings of any kind of which Mortgagee may be a party, either as plaintiff or defendant, by reason of this Mortgage, the Note, or any other Loan Documents; (f) preparation for and actions taken in connection with Mortgagee's taking possession of the Property; (g) negotiations with Mortgagor, its beneficiary, or any of its agents in connection with the existence or cure of any Event of Default or default, (h) any proposal for refinancing by Mortgagor or any other person or entity of the debt secured hereby; (i) the transfer of the Property in lieu of foreclosure; (j) inspection of the Property pursuant to Section 1.15; (k) the approval by Mortgagee of actions taken or proposed to be taken by Mortgagor, its beneficiary, or other person or entity which approval is required by the terms of this Mortgage or any other Loan Documents; and (l) for all other fees due and owing by Mortgagor to Mortgagee in connection with the Loan. Mortgagor will, upon demand by Mortgagee, reimburse Mortgagee for any takeout, for all such expenses that have been incurred or shall be incurred by either of them; and will indemnify and holds harmless Mortgagee from and against, and reimburse it for, the same and for all claims, demands, liabilities, losses, damages, judgments, penalties, costs and expenses (including, without limitation, attorney's fees) that may be imposed upon, asserted against, or incurred or paid by it by reason of, on account of or in connection with any bodily injury or death or property damage occurring in or upon or in the vicinity of the Property through any cause whatsoever or asserted against it on account of any act performed or omitted to be performed hereunder or on account of any transaction arising out of or in any way connected with the Property, or with this Mortgage or the Indebtedness.

1.13 Mortgagee's Performance of Defaults.

If Mortgagor defaults in the payment of any tax, Assessment, encumbrance or other Imposition or IAI, in its obligation to furnish insurance hereunder, or in the performance or observance of any other covenant, condition, agreement or term in this Mortgage, the Note or in any other Loan Documents, Mortgagee may, without obligation to do so, to preserve its interest in the Property, perform or observe the same, and all payments made (whether such payments are regular or accelerated payments) and costs and expenses incurred or paid by Mortgagee in connection therewith shall become due and payable immediately. The amounts so incurred or paid by Mortgagee, together with interest thereon at the default rate, as provided in the Note, from the date incurred until paid by Mortgagor, shall be added to the Indebtedness and secured by the lien of this Mortgage to the extent permitted by law. Mortgagee is hereby

empowered to enter and to authorize others to enter upon the Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition, agreement or term, without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.

1.14 Inspection.

Section 3.1.7 of the Loan Agreement is hereby incorporated by reference as though fully stated herein.

1.15 Inapplicability of Homestead.

The Loan is a commercial loan and, therefore, any homestead exemptions are inapplicable to the Mortgagor and in the Property.

1.16 Environmental Indemnity.

1.16.1 Definitions.

Unless otherwise defined in this Mortgage, capitalized terms used in Section 1.18 shall have the meaning ascribed to them as follows:

1.16.1.1 “Environmental Law” shall mean all laws relating to hazardous waste, chemical substances or mixtures or hazardous, toxic or dangerous substances or conditions or relating to the interaction of the use or ownership of property and the environment, whether such law is: (i) criminal or civil, (ii) federal, state or local, (iii) statutory, common law or administrative regulation, (iv) currently in effect or enacted in the future.

1.16.1.2 “Hazardous Material” shall mean any pollutants, hazardous or toxic substances or contaminated materials, including but not limited to, oil and oil products, asbestos, asbestos containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls, flammables, explosives, radioactive materials, laboratory wastes, biohazardous wastes, chemicals, compounds or any other materials and substances (including materials, substances or things which are composed of or which have as constituents any of the foregoing substances), which are or may be subject to regulation under, or the Release of which or exposure to which is prohibited or limited by, or regulated under, any Environmental Law.

1.16.1.3 “Release” shall mean any spilling, leaking, migrating, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of any Hazardous Material.

1.16.2 Indemnification.

Notwithstanding anything herein to the contrary, Mortgagor absolutely and unconditionally agrees to defend, indemnify, and hold harmless Mortgagee, and its employees, agents, trustees, attorneys, officers, directors and shareholders, from and against any and all claims, demands, penalties, causes of action, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, foreseen or unforeseen, contingent or otherwise, incurred by Mortgagee, its employees, agents, trustees, attorneys, officers or directors (including, without limitation, counsel and consultant fees and expenses, investigation and laboratory fees and expenses, court costs, and litigation expenses) arising out of, or in any way related to: (i) any breach by the Mortgagor of any of the provisions of this Mortgage or any other Loan Documents; any Release or threat thereof of any Hazardous Material that is at, in, on, under, around, from or affecting the Property, including, without limitation, any violation of any Environmental Law or any damage or

injury resulting from any Hazardous Material to or affecting the Property or the soil, water, air, vegetation, buildings, personal property, persons or animals located on the Property or on any other property or otherwise, whether occurring during or prior to Mortgagor's ownership of the Property; (ii) any personal injury (including wrongful death) and property damages (real or personal) arising out of or related to any such Hazardous Material; (iii) any lawsuit brought or threatened, settlement reached, or order or directive of or by any state or federal governmental agency or authority, including but not limited to the United States of America Environmental Protection Agency and any state counterpart environmental protection agency, relating to such Hazardous Material; and (iv) any remedial action undertaken by Mortgagee in connection with any of the foregoing.

1.17 Future Advances.

This Mortgage is given for the specific purpose of securing any and all Indebtedness of Mortgagor to Mortgagee in whatever manner such Indebtedness may be evidenced or represented, until this Mortgage is satisfied of record, as well as all future advances made in connection with the Loan, whether such advances are obligatory or are to be made at the option of the Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured Indebtedness shall not exceed at any time the maximum principal sum equal to ten (10) times the amount originally secured, plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance on the Property, with interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of the Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other Note secured by this Mortgage. All covenants and agreements contained in this Mortgage shall be applicable to all future advances made by Mortgagee to Mortgagor under this future advance clause. Mortgagee shall be under no obligation to make, or cause to be made, any such future advance, and all such future advances shall be at the sole and absolute discretion of Mortgagee.

ARTICLE 2. DEFAULTS

The term "Event of Default" or "default" wherever used in this Mortgage, shall mean any one or more of the following events:

2.1 The occurrence of an "Event of Default" under the Note, Loan Agreement, or any other Loan Documents;

2.2 Section 4.1.5 of the Loan Agreement is hereby incorporated by reference;

2.3 Cancellation of the automated payments (ACH) transfer setup related to Mortgagor's payment of any installment of principal and/or interest under the Note pursuant to that certain Automated Payments (ACH) Authorization Form dated of even date herewith;

2.4 All or a material portion of the Property being taken either temporarily for a period in excess of ninety (90) days, or permanently, through condemnation, eminent domain, or any other taking such that the proceeds therefrom is insufficient to satisfy the Allocated Loan Amount set forth on Exhibit 1 of the Loan Agreement with respect thereto; provided that such taking shall not be an Event of Default if Mortgagor, within ninety (90) days after such taking, makes a prepayment with respect to the entire portion of the Property that has been taken in accordance with Section 10 of the Note, provided that for such purposes, the outstanding principal balance with respect thereto shall be the outstanding Allocated Loan Amount for such portion and no prepayment premium shall be payable in connection therewith;

2.5 Any representation or warranty of Mortgagor made herein or in any certificate, report, financial statement, or other instrument furnished in connection with the making of the Note, this Mortgage, or any other Loan Documents, shall prove materially false or misleading in any material respect;

2.6 The Property becomes subject to (1) any tax lien which is superior to the lien of the Mortgage, other than a lien for local real estate taxes and assessments not due and payable or (2) any mechanic's, materialman's, or other lien that is, or is asserted to be, superior to the lien of the Mortgage and such lien shall remain undischarged for thirty (30) days;

2.7 Mortgagor fails to promptly cure within a reasonable time any violations of laws or ordinances affecting or that may be interpreted to affect the Property; and

Notwithstanding the foregoing, if Mortgagor shall fail to comply with any other agreement, term, covenant, or condition of this Mortgage that is not specified in Sections 2.1-2.7 hereof, other than a default in the payment of monies due and payable to Mortgagee, then an Event of Default shall not be deemed to have occurred, and Mortgagee shall not exercise its rights of complying with any such agreement, term, covenant or condition on behalf or in the name of the Mortgagor, unless such default shall have continued for at least thirty (30) days after Mortgagor's receipt of notice thereof and demand to cure from Mortgagee; provided, however, that in the case of any such non-monetary default which is susceptible to cure but cannot be cured through the exercise of reasonable diligence within thirty (30) days of receipt of notice of such non-monetary default, if Mortgagor commences such cure within the initial thirty (30) day period and diligently prosecutes same to completion, then such period of thirty (30) days shall be extended for such additional period of time as may be reasonably necessary to cure the same as approved by Mortgagee in its sole reasonable discretion.

ARTICLE 3. REMEDIES

In the event that an Event of Default or default shall have occurred and be continuing, the remedies available to Mortgagee include, but are not limited to, any and all rights and remedies available hereunder or any the Note or any other Loan Document, any and all rights and remedies available at law, in equity or by statute. Without limiting the foregoing, the rights and remedies available to Mortgagee shall include, but not be limited to, any one or more of the following:

3.1 Acceleration of Maturity.

If an Event of Default shall have occurred, Mortgagee may, at its option, declare, all of the outstanding Indebtedness to be due and payable immediately, and upon such declaration such Indebtedness shall immediately become and be due and payable without any further demand or notice, unless the applicable notice requirements of the State of **Alabama**, County of **Shelby** or other municipality provides otherwise. If Mortgagee shall be required under such applicable state, county or other municipal law to provide certain notice to Mortgagor prior to acceleration of the outstanding Indebtedness, then Mortgagee shall provide such notice to Mortgagor in the manner and substance in conformance with all such applicable law. If Mortgagee provides such notice to Mortgagor and if the default is not cured on or before the date specified in the notice, then Mortgagee, at its option, may require immediate payment in full of all sums secured by this Mortgage without further demand, may foreclose this Mortgage by judicial proceeding and may invoke the power of sale and any other remedies set forth herein and permitted by applicable state, county or other municipal law. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Article 3, including, but not limited to, reasonable attorney's fees and costs of title evidence.

3.2 Mortgagee's Right to Enter and Take Possession.

If an Event of Default shall have occurred, Mortgagor, upon demand on Mortgagee, shall forthwith surrender to Mortgagee the actual possession of the Property and Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of the Property, subject to the rights of tenants and other occupants of the Property, collect and receive the rents and income therefrom, and to apply so much of said rents and income as may be required in the necessary expenses of running said Property, including reasonable attorney's fees, management agent's fees, and if Mortgagee manages the Property with its own employees, an amount equal to the customary management agent's fees charged for similar property in the area where the Property are located, and to apply the balance of said rents and income to the payment of the amounts due upon said Note, or in payment of taxes assessed against the Property, or both. And for this purpose, and in case of such default, the Mortgagor hereby assigns, transfers, and sets over to the Mortgagee the rents and income accruing from said Property. Nothing contained in the foregoing provisions shall impair or affect any right or remedy that the Mortgagee might now or hereafter have, were it not for such provisions, but the rights herein given shall be in addition to any others which Mortgagee may have hereunder.

3.3 Receiver.

If an Event of Default shall have occurred, Mortgagee, to the extent permitted by law and without regard to the value or occupancy of the security, shall be entitled to apply for the appointment of a receiver of the rents and profit of the Property without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Property as security for the amounts due Mortgagee, or the solvency of any person or limited liability company liable for the payment of such amounts.

3.4 Waiver of Appraisement, Valuation, Stay, Exemption, and Redemption Laws, etc.; Marshaling.

Mortgagor agrees to the full extent permitted by law that after an Event of Default neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, exemption, moratorium, or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, and Mortgagor, for itself all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, any and all right to have the assets comprising the Property marshaled upon any foreclosure hereof.

3.5 Suits to Protect the Property.

Mortgagee shall have the power and authority to institute and maintain any suits and proceedings as Mortgagee may deem advisable in order to (a) prevent any impairment of the Property, (b) foreclose this Mortgage, (c) preserve and protect its interest in the Property, and (d) to restrain the enforcement of, or compliance with, any legislation or 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 might impair the security hereunder or be prejudicial to Mortgagee's interest.

3.6 Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial case or proceedings affecting Mortgagor, its creditors or its property, Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such case or proceeding for the

entire Indebtedness at the date of institution of such case or proceeding, and for any additional amounts that may become due and payable by Mortgagor after such date.

3.7 Application of Monies by Mortgagee.

After the occurrence and during the continuance of an Event of Default, any monies collected or received by Mortgagee shall be applied in such priority as Mortgagee may determine in its sole and absolute discretion, to such matters including, but not limited to, the payment of compensation, expenses and disbursements of the agents, attorneys and other representatives of Mortgagee, to IAI Deposits and any other deposits for Impositions and insurance and insurance premiums due, to the cost of insurance, Impositions, Assessments, other IAIs and other charges and to the payment of the Indebtedness.

3.8 No Waiver.

Notwithstanding any course of dealing or course of performance, neither failure nor delay on the part of Mortgagee to exercise any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

3.9 No Waiver of One Default to Affect Another.

No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon. If Mortgagee (a) grants forbearance or an extension of time for the payment of any of the Indebtedness; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted in the Note, this Mortgage or any other of the Loan Documents; (d) releases any part of the Property from the lien of this Mortgage or any other Loan Documents or releases or any party liable under the Note; (e) consents to the filing of any map, plat or replat of the Property; (f) consents to the granting of any easement on the Property; or (g) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the original liability under this Mortgage of otherwise of Mortgagor, or any subsequent purchaser of the Property or any part thereof or any maker, co-singer, endorser, surety or guarantor. No such act or omission shall preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in case of any Event of Default then existing or of any subsequent Event of Default nor, except as otherwise expressly provided in an instrument or instruments executed by Mortgagee, shall the lien of this Mortgage be altered thereby.

3.10 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other Loan Documents is exclusive of any other right, power and 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 under the Note or any other Loan Documents, or now or hereafter existing at law, in equity or by statute.

3.11 Discontinuance of Proceedings. If Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee shall have the unqualified right to do so and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Indebtedness, the Loan Documents, the Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall

waive any Event of Default which may then exist or the right of Mortgagee thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default.

3.12 Interest after Event of Default; Default Rate.

If an Event of Default has occurred and is continuing, all sums outstanding and unpaid under the Note, this Mortgage, and any other Loan Document shall, at Mortgagee's option, bear interest at the default rate set forth in the Note.

ARTICLE 4. MISCELLANEOUS PROVISIONS

4.1 Heirs, Successors and Assigns Included in Parties.

Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee shall bind and inure to the benefit of their respective heirs, successors and assigns, whether so expressed or not.

4.2 Addresses for Notices, etc.

4.2.1 Any notice, report, demand or other instrument authorized or required to be given or furnished under this Mortgage shall be in writing, signed by the party giving or making the same, and shall be sent by certified mail, return receipt requested, as follows:

MORTGAGOR:

CS Equity Partners III, LLC
4518 Valleydale Road
Birmingham, Alabama 35242

MORTGAGEE:

RFLF 4, LLC
222 W Adams St. #3150
Chicago IL 60606
Attention: Servicing Department

and

Mavrides, Moyal, Packman & Sadkin, LLP
1981 Marcus Avenue, Suite E117
Lake Success, New York 11042
Attention: Eric Sadkin, Esq.

4.2.2 Either party may change the address to which any such notice, report, demand or other instrument is to be delivered or mailed, by furnishing written notice of such change to the other party, but no such notice of change shall be effective unless and until received by such other party.

4.3 Headings.

The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are convenience of reference only, are not to be considered a part hereof and shall not limit or expand or otherwise affect any of the terms hereof.

4.4 Provisions Subject to Applicable Laws; Severability.

All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid or unenforceable. In the event that any of the covenants agreements, terms or provisions contained in the Note, or in this Mortgage or in any other Loan Documents shall be deemed invalid, illegal or unenforceable in any respect by a court with appropriate jurisdiction, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note or in any other Loan Documents shall be in no way affected, prejudiced or disturbed thereby.

4.5 Modification.

This Mortgage, the Note, and all other Indebtedness are subject to modification; provided, however, neither this Mortgage, nor any term hereof, may be changed, waived, discharged or terminated orally or by any action or inaction, and solely may be made by an instrument in writing signed by the parties hereto.

4.6 Governing Law.

THIS MORTGAGE WAS NEGOTIATED IN THE STATE OF ILLINOIS, AND MADE BY MORTGAGOR AND ACCEPTED BY MORTGAGEE IN THE STATE OF ILLINOIS, AND THE PROCEEDS OF THE NOTE SECURED HEREBY WERE DISBURSED FROM THE STATE OF ILLINOIS, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS MORTGAGE AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES (I) THE PROVISIONS FOR THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND PURSUANT TO THE OTHER LOAN DOCUMENTS WITH RESPECT TO THE PROPERTY (OTHER THAN THAT DESCRIBED IN SUBPARAGRAPH II BELOW) SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE PROPERTY AND FIXTURES ARE LOCATED AND (II) WITH RESPECT TO THE PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED BY THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS IN PROPERTY WHOSE PERFECTION AND PRIORITY IS COVERED BY ARTICLE 9 OF THE UCC (INCLUDING, WITHOUT LIMITATION, THE ACCOUNTS), THE LAW OF THE JURISDICTION APPLICABLE IN ACCORDANCE WITH SECTIONS 9-301 THROUGH 9-307 OF THE UCC AS IN EFFECT IN THE STATE OF ILLINOIS SHALL GOVERN. TO THE FULLEST EXTENT PERMITTED BY LAW, MORTGAGOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS MORTGAGE AND/OR THE OTHER LOAN DOCUMENTS, AND THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS EXCEPT AS SPECIFICALLY SET FORTH ABOVE.

ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST MORTGAGEE OR MORTGAGOR ARISING OUT OF OR RELATING TO THIS MORTGAGE MAY AT MORTGAGEE'S OPTION BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE STATE OF ILLINOIS, COUNTY OF COOK, AND MORTGAGOR WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND MORTGAGOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING, AND MORTGAGOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. MORTGAGOR DOES HEREBY DESIGNATE AND APPOINT:

The Corporation Trust Company
1209 Orange Street
Wilmington, Delaware 19801

AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT IN ILLINOIS, AND AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO MORTGAGOR IN THE MANNER PROVIDED IN THE LOAN AGREEMENT SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON MORTGAGOR IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF ILLINOIS. MORTGAGOR (I) SHALL GIVE PROMPT NOTICE TO MORTGAGEE OF ANY CHANGED ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (II) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN ILLINOIS (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF PROCESS), AND (III) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS AUTHORIZED AGENT CEASES TO HAVE AN OFFICE IN ILLINOIS OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR.

4.7 Prejudgment Remedies.

MORTGAGOR HEREBY REPRESENTS, COVENANTS, AND AGREES THAT THE PROCEEDS OF THE LOAN SECURED BY THIS MORTGAGE, AND EVIDENCED BY THE NOTE AND LOAN AGREEMENT, IF APPLICABLE, SHALL BE USED FOR GENERAL COMMERCIAL PURPOSES AND THAT SUCH LOAN IS A "COMMERCIAL TRANSACTION" AS DEFINED BY THE STATUTES OF THE STATE OF ILLINOIS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, MORTGAGOR HEREBY WAIVES SUCH RIGHTS AS IT MAY HAVE TO NOTICE AND/OR HEARING UNDER ANY APPLICABLE FEDERAL OR STATE LAWS PERTAINING TO THE EXERCISE BY MORTGAGEE OF SUCH RIGHTS AS MORTGAGEE MAY HAVE INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK PREJUDGMENT REMEDIES AND/OR TO DEPRIVE MORTGAGOR OF OR AFFECT THE USE OF OR POSSESSION OR ENJOYMENT OF MORTGAGOR'S PROPERTY PRIOR TO THE RENDITION OF A FINAL JUDGMENT AGAINST MORTGAGOR. MORTGAGOR FURTHER WAIVES ANY RIGHT IT MAY HAVE TO REQUIRE THE MORTGAGEE TO PROVIDE A BOND OR OTHER SECURITY AS A PRECONDITION TO OR IN CONNECTION WITH ANY PREJUDGMENT REMEDY SOUGHT BY MORTGAGEE, AND WAIVES ANY OBJECTION TO THE ISSUANCE OF SUCH PREJUDGMENT REMEDY BASED ON ANY OFFSETS, CLAIMS, DEFENSES, OR COUNTERCLAIMS TO ANY

ACTION BROUGHT BY MORTGAGEE. FURTHER, MORTGAGOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY LAW, THE BENEFITS OF ALL PRESENT AND FUTURE VALUATION, APPRAISAL, HOMESTEAD, EXEMPTION, STAY, REDEMPTION AND MORATORIUM LAWS.

4.8 Effects of Changes and Laws Regarding Taxation.

In the event of an enactment of any law deducting from the value of the Property any Mortgage lien thereon, or imposing upon Mortgagee the payment of any or part of the Impositions, charges, or Assessments previously paid by Mortgagor pursuant to this Mortgage, or change in the law relating to the taxation of Mortgage s, debts secured by Mortgage s or Mortgagee's interest in the Property so as to impose new incidents of taxes of Mortgagee, then Mortgagor shall pay such Impositions or Assessments or shall reimburse Mortgagee therefor; provided that, however, if in the opinion of counsel to Mortgagee such payment cannot lawfully be made by Mortgagor, then Mortgagee may, at Mortgagee's option, declare, upon thirty (30) days prior written demand and notice to Mortgagor, all of the sums secured by this Mortgage to be immediately due and payable without prior notice to Mortgagor, and Mortgagee may invoke any remedies permitted by applicable law.

4.9 Purpose of Loan.

Mortgagor represents and warrants that the proceeds from this Loan are to be used solely for business and commercial purposes and not at all for any personal, family, household, or other noncommercial or farming or agricultural purposes. Mortgagor acknowledges that Mortgagee has made this Loan to Mortgagor in reliance upon the above representation. Said representation will survive the closing and repayment of the Loan.

4.10 Duplicate Originals.

This Mortgage may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

4.11 Usury Laws.

This Mortgage, the Note, and the other Loan Documents are subject to the express condition that at no time shall Mortgagor be obligated or required to pay interest on the debt at a rate that could subject the holder of the Note to either civil or criminal liability as a result of being in excess of the maximum interest rate permitted by applicable law. If, by the terms of this Mortgage, the Note, or any other Loan Documents, Mortgagor is at any time required or obligated to pay interest on the debt at a rate in excess of such maximum rate, the rate of interest under the same shall be deemed to be immediately reduced to such maximum rate and the interest payable shall be computed at such maximum rate and all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance of the Note.

4.12 Construction.

This Mortgage and the Note shall be construed without regard to any presumption or other rule requiring construction against the party causing this Mortgage and the Note to be drafted.

4.13 Sale of Loan Documents.

Mortgagee shall have the right to do any or all of the following at any time without prior notice to or the consent of Mortgagor or Guarantor: (a) to sell, transfer, pledge or assign any or all of Loan

Documents, or any or all servicing rights with respect thereto; (b) to sell, transfer, pledge or assign participations in the Loan Documents (“Participations”); and (c) to issue mortgage pass-through certificates or other securities evidencing a beneficial interest in a rated or unrated public offering or private placement (the “Securities”). Mortgagee is authorized to forward or disclose to each purchaser, transferee, assignee, servicer, participant, or investor in such Participations or Securities (collectively, the “Investor”) or any Rating Agency rating such Securities, each prospective Investor, and any organization maintaining databases on the underwriting and performance of commercial mortgage loans, all documents and information which Mortgagee now has or may hereafter acquire relating to the Loan and to Mortgagor or any Guarantor as Mortgagee determines to be necessary or desirable. Upon Mortgagee’s request, Mortgagor shall reasonably cooperate with Mortgagee in connection with any of the transactions contemplated by this Section. Notwithstanding anything to the contrary contained in this Mortgage or any of the other Loan Documents, from and after the date of any sale, transfer or assignment of the Note and other Loan Documents by Mortgagee, any cross-default provision contained herein or in any other loan Documents shall terminate and shall be of no further force or effect.

4.14 Release and Reconveyance.

If all of Mortgagor’s obligations under the Loan Documents are paid in full in accordance with the terms of the Loan Documents and all amounts due under the Mortgage and accompanying Loan Documents are paid in full, no Default then exists hereunder and no Event of Default then exists under any other Loan Document, and if Mortgagor shall well and truly perform all of Mortgagor’s covenants contained herein, then this conveyance shall become null and void and be released, and the Property shall be released to Mortgagor, at Mortgagor’s request and expense. Mortgagor shall pay any recordation costs. Mortgagee may charge Mortgagor a fee for releasing this Mortgage, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

4.15 Entire Agreement.

This Mortgage, together with the other Loan Documents executed in connection herewith, constitutes the entire agreement and understanding among the parties relating to the subject matter hereof and supersedes all prior proposals, negotiations, agreements, and understandings relating to such subject matter. In entering into this Mortgage, Mortgagor acknowledge that it is not relying on any representation, warranty, covenant, promise, assurance, or other statement of any kind made by Mortgagee or by any employee or agent of Mortgagee.

4.16 Post-Closing Compliance.

Mortgagor agrees, at the request of Mortgagee, to fully cooperate and adjust for clerical errors, omissions, mistakes, or corrections required on this Mortgage or any other Loan Documents if deemed necessary or desirable in the sole discretion of Mortgagee. Mortgagor does hereby so agree and covenant in order to ensure that this Mortgage and all other the Loan Documents will conform and be acceptable in the instance of enforcement, transfer, sale or conveyance by Mortgagee or its interest in and to said Loan documentation.

4.17 State Specific Provisions.

4.17.1 Principles of Construction.

In the event of any inconsistencies between the terms and conditions of this Section 4.17 and the terms and conditions of this Mortgage, the terms and conditions of this Section 4.17 shall control and be binding.

4.17.2 Section 3.1 is hereby supplemented as follows:

If the default is not cured on or before the date specified in the notice, Mortgagee at its option may invoke the STATUTORY POWER OF SALE and any other remedies set forth herein and permitted by applicable law. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 4.17, including, but not limited to, reasonable attorney's fees and costs of title evidence.

If Mortgagee invokes the STATUTORY POWER OF SALE, Mortgagee shall mail a copy of a notice of sale to Mortgagor, and to other persons prescribed by applicable law, in the manner provided by applicable law. Mortgagee shall publish the notice of sale, and the Mortgaged Property shall be sold in the manner prescribed by applicable law. Mortgagee or its designee may purchase the Mortgaged Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees, (b) to all sums secured by this Mortgage, and (c) any excess to the person(s) or entity(ies) legally entitled to it.

ARTICLE 5. ADDITIONAL SECURITY AND RELEASES**5.1 Additional Security – Obligations Secured by Additional Security Instruments.**

In addition to the obligations secured by this Mortgage and described as obligations herein, this Mortgage shall also secure the payment and performance of all obligations secured by one or more additional Deeds of Trust, Mortgages, or Deeds to Secure Debt made by Mortgagor for the benefit of Mortgagee dated as of the date hereof (each, an "Additional Security Instrument") with respect to the properties more commonly known as the addresses set forth on the Property Schedule attached as Exhibit 1 under "Additional Secured Properties."

5.2 Secured Payment and Performance.

In addition to the obligations secured by each Additional Security Instrument, each Additional Security Instrument shall also secure the payment and performance of all obligations secured by this Mortgage.

5.3 Cross Default.

An Event of Default under any Additional Security Instrument, as defined therein, shall, at Mortgagee's option, constitute an Event of Default under this Mortgage. An Event of Default under this Mortgage shall, at Mortgagee's option, constitute an Event of Default any Additional Security Instrument.

5.4 Waiver of Marshalling.

Mortgagor waives all rights to have all or part of the Property described in this Mortgage and/or each Additional Security Instrument marshalled upon any foreclosure of this Mortgage or foreclosure any Additional Security Instrument. Mortgagee shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of, the Property described in any of said Deeds of Trust as a whole or in separate parcels, in any order that Mortgagee may designate. Mortgagor makes this waiver for itself, for all persons and entities claiming through or under Mortgagor and for persons and entities who may acquire a lien or security interest on all or any part of the Property described in either of said Deeds of Trust, or on any interest therein.

5.5 Additional Representations and Warranties of Mortgagor.

5.5.1 Mortgagor represents and warrants that the lien of each Additional Security Instrument is a first lien on each of property described therein and covered thereby and that the provisions of this Mortgage will not cause intervening liens to become prior to the lien of any Additional Security Instrument. If any intervening lien exists or hereafter arises, Mortgagor shall cause the same to be released or subordinated to the lien each Additional Security Instrument, without limiting any other right or remedy available to Mortgagee.

5.5.2 Mortgagor further warrants that Mortgagor has no legal or equitable claim against any Mortgagor named in any Additional Security Instrument which would be prior to the lien of any such Additional Security Instrument, or which would entitle Mortgagor to a judgment entitling Mortgagor to an equitable lien on all or any portion of that property prior in lien to any such Additional Security Instrument.

5.5.3 Except as supplemented and/or modified by this Mortgage, all of the terms, covenants and conditions of each Additional Security Instrument and the other loan documents executed in connection therewith shall remain in full force and effect.

5.5.4 Mortgagor and Mortgagee acknowledge and agree that: this Mortgage shall constitute a lien or charge upon only that property described herein as the "Property;" and each Additional Security Instrument shall, as applicable, constitute liens or charges upon only that related property described therein as the "Property," "Mortgaged Property," or the "Premises," as applicable.

5.6 Releases/Partial Reconveyances.

5.6.1 Mortgagor shall have the right to a release or partial reconveyances of the Property in accordance with the terms and conditions set forth in the Loan Agreement.

5.6.2 This Mortgage can be released from the lien each Additional Security Instrument pursuant to the terms and conditions of Section 6.17 of the Loan Agreement.

NOW, THEREFORE, if the Note and any Indebtedness, secured by this Mortgage shall be well and truly paid according to their tenor and if all the terms, covenants, conditions, and agreements of Mortgagor contained herein and in the Note and Loan Documents, shall be fully and faithfully performed, observed, and complied with, then this Mortgage deed shall be void, but shall otherwise remain in full force and effect.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
(Signature Page Follows)

IN WITNESS WHEREOF, this Mortgage has been duly executed by Mortgagor as of the date first above written.

Signed, Sealed, and Delivered in the Presence of:

MORTGAGOR:

CS EQUITY PARTNERS III, LLC,
a Delaware limited liability company

By: [Signature] (seal)
Name: Lewis W. Cummings III
Title: Authorized Signatory

WITNESS:

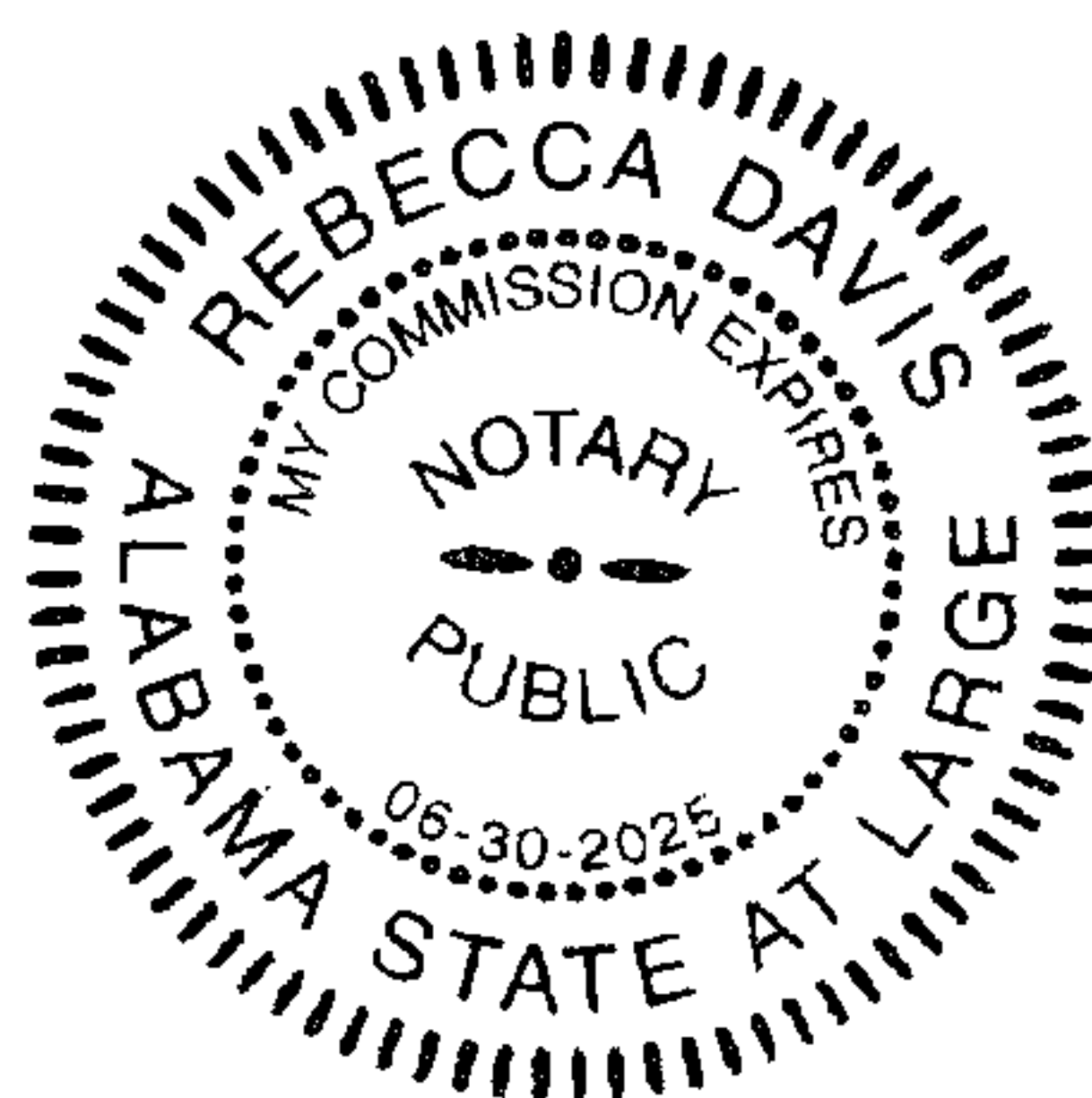
By: [Signature]
Name: Randi Sims

By: [Signature]
Name: Cameron McBride

STATE OF Alabama)
COUNTY OF Shelby)

On 22, January, 2025, before me, by means of ☐ physical presence or ☐ online notarization, the undersigned, personally appeared **Lewis W. Cummings III**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his/her capacity as **Authorized Signatory of CS EQUITY PARTNERS III, LLC, a Delaware limited liability company**, and that his/her signature on the instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

(NOTARY SEAL)



[Signature]
Notary Public Signature
Printed Name: Rebecca Davis

EXHIBIT 1**PROPERTY SCHEDULE****Mortgaged Properties**

Property	City	State	Zip Code
108 Willow Point Ln	Alabaster	AL	35007
180 Brookhollow Dr	Pelham	AL	35124
1919 Chandalar Ct	Pelham	AL	35124

Additional Secured Properties

Property	City	State	Zip Code
1400 Pine Tree Dr	Birmingham	AL	35235
1700 Serene Cir	Birmingham	AL	35215
2430 Zinnia Dr	Bessemer	AL	35023
3019 Dogwood Ln	Fultondale	AL	35068
326 35th Ave NE	Birmingham	AL	35215
3791 Hilltop Rd SE	Bessemer	AL	35022
413 Wedgeworth Rd	Birmingham	AL	35215
425 Bellehurst Dr	Birmingham	AL	35215
504 Roselle Ln	Irondale	AL	35210
517 Zinnia Ln	Birmingham	AL	35215
5198 Falling Creek Ln	Birmingham	AL	35235
5209 Goldmar Dr	Irondale	AL	35210
5460 Nottingham Dr	Birmingham	AL	35235
5563 Cheryl Dr	Pinson	AL	35126
5705 Willow Dr	Gardendale	AL	35071
7373 Franklin Dr	Bessemer	AL	35023
2699 Hackberry Rd	Birmingham	AL	35226
3300 Warringwood Dr	Hoover	AL	35216
8010 4th Ave	Leeds	AL	35094

SCHEDULE A

PROPERTY DESCRIPTIONS

Address: 108 Willow Point Lane, Alabaster, AL 35007-9008

County: Shelby

Parcel Identification Number: 13 7 26 4 002 003.000

Client Code: OMEGA-CSEP-20

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

LOT 3, ACCORDING TO THE SURVEY OF WILLOW POINT, PHASE 1 AS RECORDED IN MAP BOOK 21, PAGE 101 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER 20141119000363950 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 180 Brookhollow Drive, Pelham, AL 35124-1896

County: Shelby

Parcel Identification Number: 13 6 13 1 001 006.050

Client Code: OMEGA-CSEP-21

SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA:

LOT 26, BROOKHOLLOW, SECOND SECTOR AS RECORDED IN MAP BOOK 17, PAGE 141, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER 20141119000363950 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 1919 Chandalar Court, Pelham, AL 35124-1338

County: Shelby

Parcel Identification Number: 13 1 01 4 401 010.000

Client Code: OMEGA-CSEP-22

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

UNIT B, BUILDING 4, LOT 3, OF CHANDALAR SOUTH TOWNHOMES, AS RECORDED IN MAP BOOK 6, PAGE 6, AND REVISED AND RECORDED IN MAP BOOK 7, PAGE 166, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE MOST WESTERLY CORNER OF LOT 3; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHWEST LINE OF LOT 3 A DISTANCE OF 83.95 FEET; THENCE 90 DEGREES LEFT IN

A NORTHEASTERLY DIRECTION A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING; SAID POINT BEING FURTHER IDENTIFIED AS BEING THE POINT OF INTERSECTION OF THE CENTERLINE OF THE WOOD FENCE ENCLOSING THE FRONTS OF UNITS "A", "B", "C" AND "D", AND THE CENTER LINE OF THE WOOD FENCE COMMON TO UNITS "C" AND "D", THENCE CONTINUE IN A NORTHEASTERLY DIRECTION ALONG THE CENTER LINE OF SAID FENCE, PARTY WALL AND FENCE A DISTANCE OF 68.00 FEET TO INTERSECTION OF THE CENTERLINE OF THE FENCE ENCLOSING THE BACKS OF UNITS "A", "B", "C" AND "D"; THENCE RIGHT IN A SOUTHEASTERLY DIRECTION ALONG CENTER LINE OF LAST DESCRIBED FENCE A DISTANCE OF 24.07 FEET TO INTERSECTION OF THE CENTER LINE OF THE WOOD FENCE JOINING THE SOUTHEAST SIDE OF UNIT "D"; THENCE RIGHT IN A SOUTHWESTERLY DIRECTION ALONG THE CENTER LINE OF SAID FENCE, WALL AND FENCE BEING THE SOUTHEAST SIDE OF UNIT "D" A DISTANCE OF 68 FEET TO THE INTERSECTION OF THE CENTER LINE OF THE FENCE ENCLOSING THE FRONTS OF UNITS "A", "B", "C" AND "D"; THENCE RIGHT IN A NORTHWESTERLY DIRECTION ALONG THE CENTER LINE OF LAST DESCRIBED FENCE A DISTANCE OF 24.08 FEET TO A POINT OF BEGINNING.

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER 20141119000363950 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

**STATE OF ALABAMA
COUNTIES OF, JEFFERSON AND SHELBY**

AFFIDAVIT

Before me, the undersigned Notary Public in and for said county and said state, personally appeared Lewis W. Cummings III, Authorized Signer of CS Equity Partner III, LLC as Mortgagor under those certain Mortgages (the “Mortgage”), who is known to me, and who being first duly sworn by me, deposes and says as follows:

1. CS Equity Partner III, LLC currently owns all the Properties described in Exhibit A attached hereto (the “Property”) and said Property is being conveyed to Mortgagor, who will execute Mortgages being recorded in the Probate Offices of Jefferson and Shelby, Counties, all being in the State of Alabama, as attached hereto.

2. The Property being mortgaged herein has the values and percentages allocated to each County as follows:

<u>COUNTY</u>	<u>VALUE</u>	<u>PERCENTAGE</u>
Jefferson	\$6,536,700	92%
Shelby	\$ 581,000	8%
Total	\$7,117,700	100.00%

3. All of the mortgage tax is being paid in Jefferson County, Alabama to be further divided between the counties pursuant to the allocation stated above.

4. Lewis W. Cummings III is executing this Affidavit in his capacity as Authorized Signer of CS Equity Partners III, LLC for the purpose of assisting the Judge of Probate in establishing the amount of mortgage tax to be allocated to the respective counties upon the recording of the mortgage .

Affiant:

Lewis W. Cummings III



As Sole Member of _____

Sworn to and subscribed before me
this 6 day of January, 2025.



Notary Public

My Commission Expires: 6/30/25

[NOTARIAL SEAL]

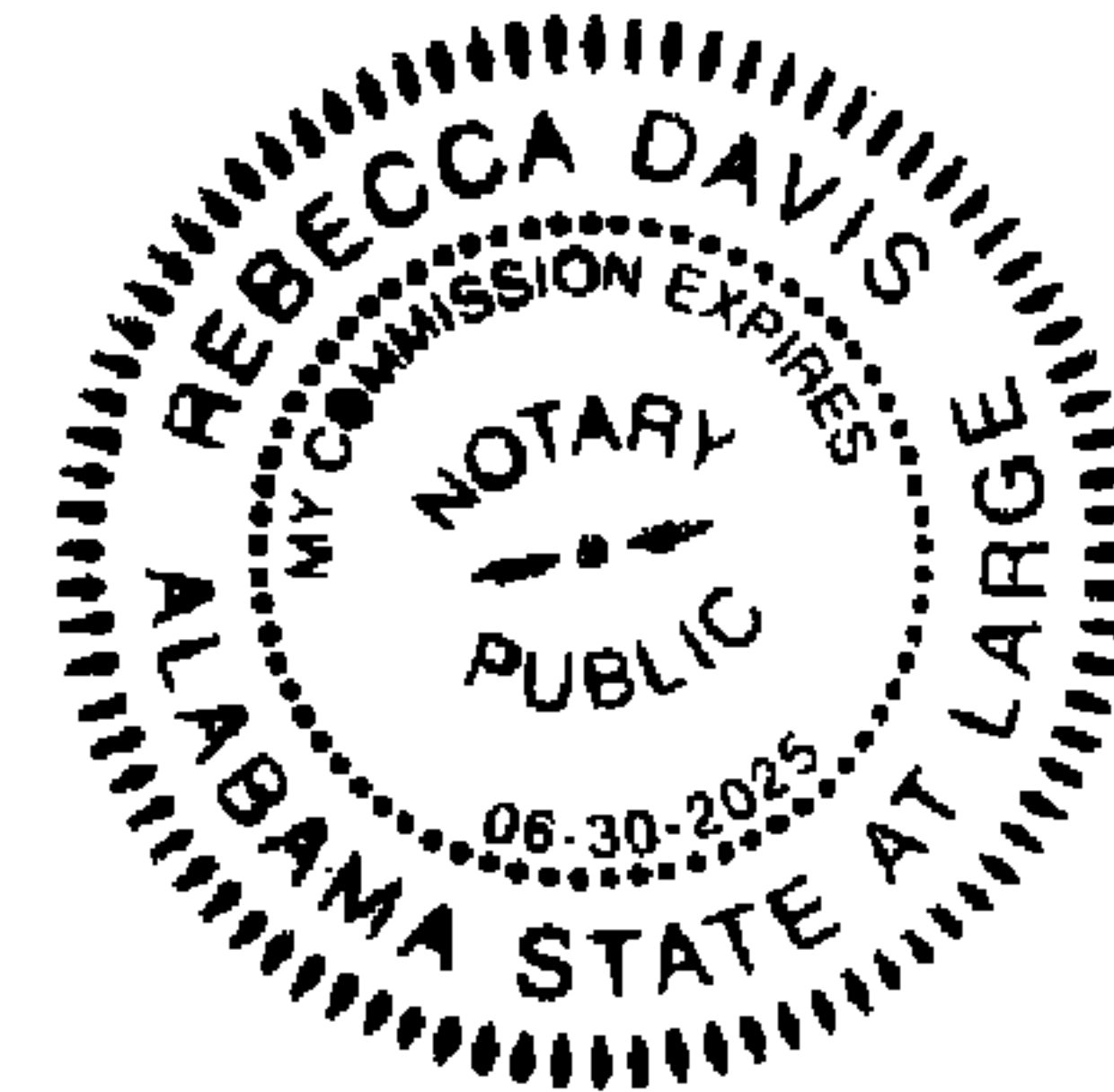
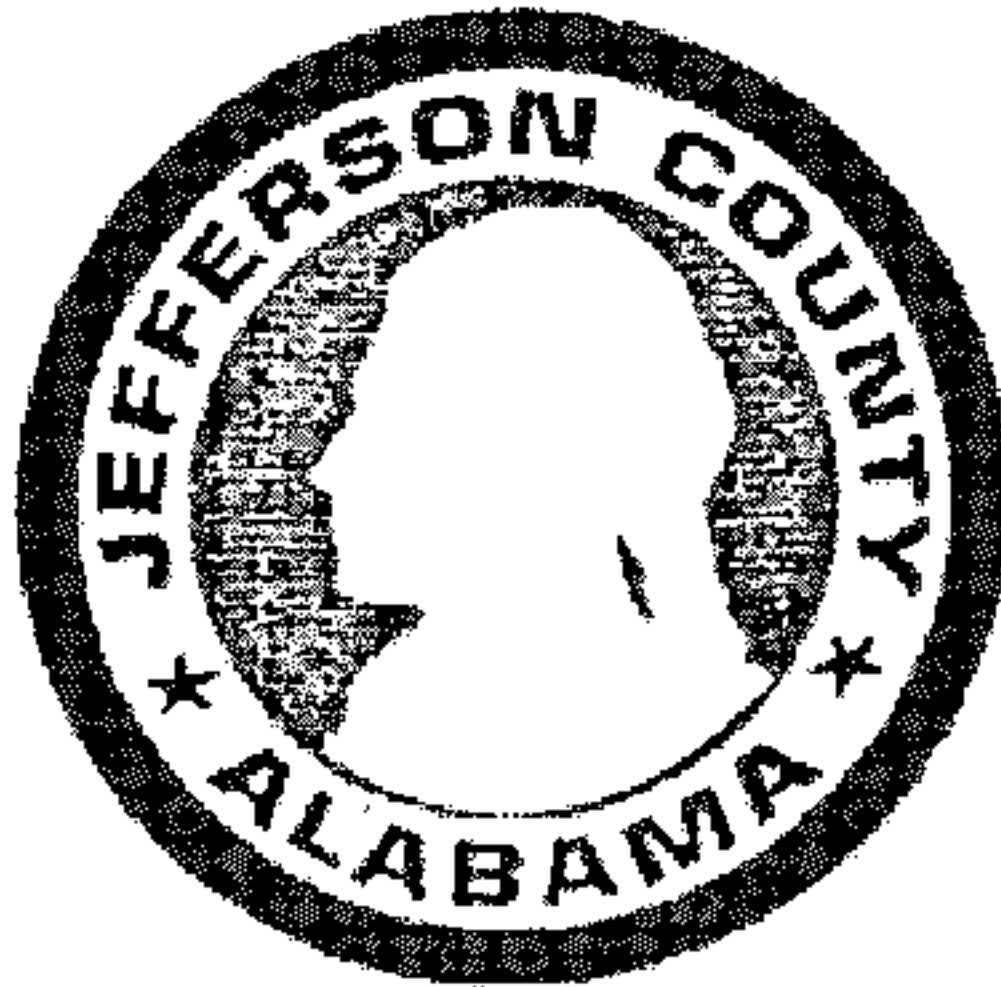


EXHIBIT A

ADDRESS	CITY	COUNTY	STATE	ZIP	PARCEL ID
1400 Pine Tree Drive	Birmingham	Jefferson	AL	35235-2801	12 00 29 1 009 019.000
1700 Serene Circle	Birmingham	Jefferson	AL	35215-5817	12 00 20 2 010 010.000
2430 Zinnia Drive	Bessemer	Jefferson	AL	35023-3018	30 00 32 4 001 007.000
3019 Dogwood Lane	Fultondale	Jefferson	AL	35068-1400	14 00 35 2 008 047.000
326 35th Ave NE	Center Point	Jefferson	AL	35215-1406	12 00 06 4 006 015.000
3791 Hilltop Rd SE	Bessemer	Jefferson	AL	35022-5075	38 00 26 4 001 013.000
413 Wedgeworth Road	Birmingham	Jefferson	AL	35215-5925	13 00 25 1 012 005.000
425 Bellehurst Drive	Birmingham	Jefferson	AL	35215-8438	13 00 26 2 002 015.000
504 Roselle Lane	Irondale	Jefferson	AL	35210-2715	23 00 25 2 009 033.000
517 Zinnia Lane	Birmingham	Jefferson	AL	35215-7227	13 00 25 4 006 015.000
5198 Falling Creek Lane	Birmingham	Jefferson	AL	35235-8651	12 00 10 4 000 103.000
5209 Goldmar Drive	Irondale	Jefferson	AL	35210-2809	23 00 25 3 001 004.000
5460 Nottinghill Drive	Birmingham	Jefferson	AL	35235-3331	12 00 15 2 000 169.000
5563 Cheryl Drive	Pinson	Jefferson	AL	35126-4459	09 00 34 2 000 167.000
5705 Willow Drive	Gardendale	Jefferson	AL	35071	13 00 08 0 000 005.000
7373 Franklin Drive	Bessemer	Jefferson	AL	35023-5557	31 00 08 4 005 006.000
2717 Hackberry Road	Birmingham	Jefferson	AL	35226-3911	39 00 01 2 000 015.000
3336 Warringwood Dr, Buildings 1 & 2	Hoover	Jefferson	AL	35216-5169	40 00 07 2 003 028.000
8010 4th Ave, Buildings 1-3	Leeds	Jefferson	AL	35094-2042	25 00 21 2 019 008.000
108 Willow Point Lane	Alabaster	Shelby	AL	35007-9008	13 7 26 4 002 003.000
180 Brookhollow Drive	Pelham	Shelby	AL	35124-1896	13 6 13 1 001 006.050
1919 Chandalar Court	Pelham	Shelby	AL	35124-1338	13 1 01 4 401 010.000



PROBATE COURT OF JEFFERSON COUNTY

1801 3rd AVENUE N, RM 101
BESSEMER, AL 35020
YASHIBA GLENN-BLANCHARD, JUDGE
Jameria Johnson Moore, Judge

RICHARD IZZI
DEPUTY PROBATE
JUDGE
BESSEMER DIVISION
205-481-4100
JUDICIAL
205-481-4102

February 4, 2025

To Whom It May Concern:

I, Yashiba Glenn Blanchard, Judge of Probate of Jefferson County, Alabama, do hereby certify
that the

mortgage from CS Equity Partners III LLC to RFLF 4 LLC was recorded in said county on
February 4, 2025, instrument number 2025010458. The total amount of mortgage tax
collected was \$7,558.35.

Distributions to the following counties will be completed as follows:

Jefferson County – 92%

Shelby County – 8%

Yashiba Glenn Blanchard
Chief Probate Judge
Jefferson County, Alabama



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/04/2025 02:58:50 PM
\$101.00 JOANN
20250204000034700

Alvin S. Boyd