

This Instrument Prepared by:

Matthew D. Evans Esq.
Evans PLLC
19 Inverness Center Parkway, Suite 150
Birmingham, Alabama 35242

THIS MORTGAGE IS INTENDED TO BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING PURSUANT TO ALABAMA CODE SECTION 7-9A-502(C). PORTIONS OF THE GOODS AND PERSONAL PROPERTY COMPRISING A PART OF THE MORTGAGED PROPERTY ARE OR ARE TO BECOME FIXTURES RELATED TO THE LAND DESCRIBED IN EXHIBIT A ATTACHED HERETO. THE ADDRESSES OF BORROWER (DEBTOR) AND MORTGAGEE (SECURED PARTY) ARE SPECIFIED IN THIS MORTGAGE.

THE MAXIMUM PRINCIPAL AMOUNT SECURED BY THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING SHALL IN NO EVENT EXCEED \$750,000.00, IN ACCORDANCE WITH THE TERMS OF SECTION 1.07 OF THIS MORTGAGE.

**MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY
AGREEMENT AND FIXTURE FILING**

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage"), is made and entered into as of February 28, 2024, by **CLAUDE E. WOOD, IV**, and **ASHLEY B. WOOD**, (also known as Ashley Wood), a married couple and residents of the State of Alabama, and whose address is 3205 Woodford Way, Birmingham, AL 35242 (each, individually, collectively, jointly and severally, the "Borrower") in favor of **MOODY PARTNERSHIP**, an Alabama general partnership, whose address is 505 20th Street North, Birmingham, AL 35203 (as collateral agent for the Mortgagee and holder of a certain promissory note (the "Note") executed and delivered by Borrower in favor of such person, and dated as of even date hereof in the amount of up to \$750,000.00, executed and delivered by Borrower, the "Mortgagee"). Any capitalized term used herein but not defined shall have the meaning ascribed to such term in the Note.

WITNESSETH:

WHEREAS, to induce the Mortgagee to extend the Loan, each Borrower desires to execute and deliver this Mortgage and each other Loan Document to which it is a party as each

Borrower represents and warrants that Borrower will receive direct financial and other benefits therefrom;

WHEREAS, Borrower is justly indebted to Mortgagee for the Obligations or such portion thereof that as has been disbursed from time to time under the provisions of the Note, and payable to Mortgagee with interest thereon as provided for therein, and in order to secure the maximum principal amount of \$750,000.00, Borrower desires to secure the Obligations, including, but not limited to, the obligations (i) to pay the principal of and interest on the Notes in accordance with the respective terms thereof and/or of the other Loan Documents (including any and all extensions, modifications, and renewals thereof and substitutions therefor), and (ii) to pay, repay or reimburse Mortgagee for all amounts owing under any of the Loan Documents, including all Indemnified Losses and Default Cost; and

NOW, THEREFORE, for and in consideration of Mortgagee making the Loan, and to secure the prompt payment and performance of the Obligations, Borrower does hereby irrevocably CONVEY, WARRANT, GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, PLEDGE and set over unto Mortgagee, and the successors and assigns of Mortgagee, all of Borrower's right, title and interest of whatever kind, nature and description, whether now owned or hereafter acquired, and wherever located (the "Borrower's Interest") in and to the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Jefferson County, Alabama, and Cullman County, Alabama more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Mortgaged Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;

(c) Any and all (i) furniture, furnishings, equipment, machinery, Tangible Property, and goods located within, used in the operation of or derived from the Improvements, (ii) crops, farm products, timber and timber to be cut; (iii) general intangibles (including payment intangibles), money, insurance proceeds, accounts, contract and subcontract rights, trademarks,

trade names, copyrights, monetary obligations, chattel paper (including electronic chattel paper), instruments, investment property, documents, letter of credit rights, inventory and commercial tort claims; (iv) all cash funds, fees (whether refundable, returnable or reimbursable), deposit accounts or other funds or evidences of cash, credit or indebtedness deposited by or on behalf of Borrower with any governmental agencies, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs, any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any Governmental Authority pertaining to the Land, Improvements, fixtures, or other Mortgaged Property, including but not limited to those for any vacation of, or change of grade in, any streets affecting the Land or the Improvements and those for municipal utility district or other utility costs incurred or deposits made in connection with the Land; (v) all building and construction materials and equipment; and (vi) all other personal property of any kind or character as defined in and subject to the provisions of the Uniform Commercial Code (Article 9 Secured Transactions) (“UCC”); any and all of which are now owned or hereafter acquired by Borrower, and which are now or hereafter situated in, on, or about the Land or the Improvements, or used in or necessary to the complete and proper planning, design, development, construction, financing, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use in or on the Land or the Improvements, together with all accessions, replacements and substitutions thereto or therefor and the proceeds thereof;

(d) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, timber, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower;

(e) Any and all Contracts, including without limitation: (i) Contracts, including contracts for the purchase and/or sale of all or any portion of the Mortgaged Property, whether such contracts are now or at any time hereafter existing, including but without limitation, any and all earnest money or other deposits escrowed or to be escrowed or letters of credit provided or to be provided by the purchasers under the contracts, including all amendments and supplements to and renewals and extensions of the contracts at any time made, and together with all payments, earnings, income, and profits arising from the sale of all or any portion of the Mortgaged Property or from the contracts and all other sums due or to become due under and pursuant thereto and together with any and all earnest money, security, letters of credit or other deposits under any of the contracts; (ii) all Contracts, licenses, permits, and rights relating to living unit equivalents or other entitlements with respect to water, wastewater, and other utility services whether executed, granted, or issued by a Person, which are directly or indirectly related to, or connected with, the development, ownership, maintenance or operation of the Mortgaged Property, whether such contracts, licenses, permits, rights and entitlements are now or at any time thereafter existing, including without limitation, any and all certificates, licenses, zoning variances, permits, and no-action letters from each Governmental Authority required: (a) to evidence compliance by Borrower and all improvements constructed or to be constructed on the Mortgaged Property with

all Legal Requirements applicable to the Mortgaged Property; (b) for the construction and/or development of any improvements on the Mortgaged Property or rehabilitation thereof, if applicable; and (c) to develop and/or operate the Mortgaged Property as a commercial and/or residential project, as the case may be; (iii) financing arrangements relating to the financing of or the purchase of all or any portion of the Mortgaged Property by future purchasers; (iv) economic incentives or similar agreements or understandings; (v) agreements relating in any way to the construction, development or rehabilitation of the Land or Improvements or provision of materials therefor; (vi) contracts with architects or engineers or others for the preparation or provision of any plans and specifications, including all amendments and supplements to and renewals and extensions of such contracts at any time made; and (vii) all other contracts which in any way relate to the use, enjoyment, occupancy, operation, maintenance, repair, management or ownership of the Mortgaged Property (save and except any and all Assigned Leases);

(f) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same; and

(g) All of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to any of the foregoing.

TO HAVE AND TO HOLD the Mortgaged Property and all parts, rights, members and appurtenances thereof, to the use and benefit of Mortgagee and the successors, successors in title and assigns of Mortgagee, forever; and Borrower covenants that Borrower is lawfully seized and possessed of Borrower's Interest in and to the Mortgaged Property as aforesaid and has good right to convey the same, that the same are unencumbered except for those matters expressly set forth in Exhibit A hereto, and Borrower hereby warrants and will forever defend the title thereto against the claims of all Persons whomsoever, except as to Permitted Liens.

The Lien of this Mortgage automatically will attach to any further, greater, additional or different estate, rights, titles or interests in or to any of the Mortgaged Property at any time hereafter acquired by Borrower by whatsoever means and without any further action or filing or recording on the part of Borrower or Mortgagee or any other Person.

BORROWER HEREBY COVENANTS AND AGREES WITH MORTGAGEE AS FOLLOWS:

Article I

1.01 Payment and Performance of Loan Documents. Borrower will perform, observe and comply and will cause each other Borrower to perform, observe and comply with all the provisions hereof, and of each of the other Loan Documents, including, but not limited to, the due and punctual payment of the principal amount due under the Note, together with interest thereon,

and all other sums of money required to be paid by Borrower pursuant to any one or more of the Loan Documents.

1.02 Assignment of Rents and Leases. To further secure the Obligations, Borrower hereby sells, assigns, transfers and sets over unto Mortgagee, its successors and assigns, all of Borrower's Interest in and to all Assigned Leases including, without limitation, all the Rents under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Section 365 of the Bankruptcy Code, 11 U.S.C. § 365 (and any successor or replacement provision), all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Code in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief. Notwithstanding the foregoing, so long as there shall not exist any Event of Default, then Borrower shall have the right to continue to exercise all its rights and perform its obligations under the Assigned Leases, including the right to collect each payment of Rents at the time provided in the applicable Assigned Leases.

1.03 Security Agreement. With respect to all Tangible Property, Goods and other personal property (the "Personal Property") constituting part of the Mortgaged Property which is subject to the provisions of Article 9 of the UCC, this Mortgage is hereby made and declared to be a security agreement encumbering each and every item of such Personal Property in compliance with the provisions of the UCC, and Borrower hereby grants to Mortgagee a security interest in said Personal Property. Borrower authorizes Mortgagee to file a financing statement or statements reciting this Mortgage to be a security agreement affecting all of such Personal Property. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Mortgage, or otherwise in respect of an Event of Default, shall be (a) as prescribed herein or in any other Loan Document with respect thereto, or (b) as prescribed by applicable Law, including the UCC, all at Mortgagee's sole election. Borrower agrees that the filing of such financing statement(s) in the records normally having to do with personal property shall not in any way affect the agreement of Borrower and Mortgagee that everything used in connection with the production of income from the Mortgaged Property or adapted for use therein or which is described or reflected in this Mortgage, is, and at all times and for all purposes and in all proceedings both legal or equitable, shall be regarded as part of the real estate conveyed hereby regardless of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in an Exhibit to this Mortgage, or (iii) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to (A) the proceeds of any fire and/or hazard insurance policy, or (B) any award in eminent domain proceedings for taking or for loss of value, or (C) Borrower's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Mortgaged Property, whether pursuant to lease or otherwise, shall not in any way alter any of the rights of Mortgagee as determined by this instrument or affect the priority of Mortgagee's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement(s) is solely for the protection of Mortgagee in the event any court shall at any time hold, with respect to the foregoing items (A), (B), or (C), that notice of Mortgagee's priority of interest, to be effective against a particular class of persons, must be filed

in the UCC records. This Mortgage may be filed as a financing statement in any office where Mortgagee deems such filing necessary or desirable and Borrower will promptly upon demand reimburse Mortgagee for the costs therefor.

1.04 Use of Mortgaged Property. Borrower shall at all times operate the Mortgaged Property for the current uses as of such property as of the date hereof. Borrower shall not be permitted to alter or change the use of the Mortgaged Property without the prior written consent of Mortgagee.

1.05 Conveyance of Mortgaged Property. Except as otherwise expressly permitted by the Note or other Loan Documents, Borrower shall not directly or indirectly encumber (by Lien, junior mortgage, or otherwise), pledge, convey, transfer or assign any or all of Borrower's Interest in the Mortgaged Property without the prior written consent of Mortgagee.

1.06 Acquisition of Collateral. Except as otherwise expressly permitted by the Note, Borrower shall not acquire any Personal Property subject to any Lien taking precedence over the Lien of this Mortgage.

1.07 Maximum Principal Indebtedness. SUBJECT TO THE PROVISIONS OF THIS SECTION 1.07, THE OBLIGATIONS SECURED BY THIS MORTGAGE SHALL IN NO EVENT EXCEED \$750,000.00. Notwithstanding the foregoing or anything to the contrary contained herein, the following provisions shall apply:

(a) **Maximum Principal Amount.** Notwithstanding anything contained herein to the contrary, the maximum principal amount of Obligations which is or under any contingency may be secured by this Mortgage is \$750,000.00 (the "Maximum Principal Amount"), which in addition to the indebtedness under the Note, the Obligations, or any other note or agreement for the borrowing of money, whether now in existence or hereinafter arising or created and all amendments, modifications or increases thereto (the "Notes"), secures and includes all (i) taxes, charges or assessments which may be imposed by law upon the Mortgaged Property, (ii) premiums on insurance policies covering the Mortgaged Property, and (iii) Default Costs, Indemnified Losses and all other expenses incurred in upholding the lien of this Mortgage, including, but not limited to, (aa) the expenses of any litigation to prosecute or defend the rights and lien created by this Mortgage, (bb) any amount, cost or charge to which the Mortgagee becomes subrogated, upon payment, whether under recognized principles of law or equity, or express statutory authority, and (cc) interest at the Default Rate (or regular interest rate) and penalties provided for herein.

(b) **Reduction of Maximum Principal Amount.** The Maximum Principal Amount shall be reduced only by the last and final sums that a Borrower repays with respect to the Obligations secured hereby and shall not be reduced by any intervening repayments of such Obligations by any Borrower otherwise. Borrower and Mortgagee understand and agree that the Maximum Principal Amount may, from time to time, be a sum which is significantly less than the total Obligations secured by this Mortgage outstanding.

1.08 Insurance.

(a) Borrower shall procure for, deliver to and maintain for the benefit of Mortgagee during the term of this Mortgage, original paid-up insurance policies of such insurance

companies, in such amounts, in form and substance, and with such expiration dates as are reasonably acceptable to Mortgagee and containing non-contributory standard mortgagee clauses, their equivalent, or a satisfactory mortgagee loss payable endorsement in favor of Mortgagee, providing the following types of insurance covering the Mortgaged Property and the interest and liabilities incident to the ownership, possession and operation thereof: (1) insurance against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, vandalism and malicious mischief and against such other hazards as, under good insurance practices, from time to time are insured against for properties of similar character and location, the amount of which insurance shall be not less than the full replacement cost of the Mortgaged Property without deduction for depreciation, and which policies of insurance shall contain satisfactory replacement cost endorsements; (2) during the course of any construction or repair of the Mortgaged Property, to maintain non-reporting builder's risk insurance with standard waiver of subrogation clauses, and, in the event any portion of the Improvements are completed prior to the satisfaction of the Secured Obligations, to maintain insurance on all buildings and other Improvements on the Mortgaged Property against damage by fire, windstorm, and other risks normally insured against under so-called "extended coverage", in companies and amounts satisfactory to Mortgagee. All policies evidencing such insurance shall have attached thereto standard mortgagee riders making such insurance payable to Mortgagee as its interest may appear, and all such policies or appropriate certificates, at Mortgagee's request, shall be deposited with it; (3) if requested by Mortgagee, comprehensive public liability insurance on an "occurrence basis" against claims for "personal injury", including without limitation bodily injury, death or property damage occurring on, in or about the Mortgaged Property and the adjoining streets, sidewalks and passageways, such insurance to afford immediate minimum protection to a limit of not less than \$1,000,000.00 with respect to personal injury or death to any one or more persons or damage to property; (4) if requested by Mortgagee, worker's compensation insurance (including employer's liability insurance, for all employees of Borrower engaged on or with respect to the Mortgaged Property, in such amount as is reasonably satisfactory to Mortgagee, or, if such limits are established by law, in such amounts; (5) if requested by Mortgagee, rental continuation or business interruption insurance against loss of income arising out of damage or destruction by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, vandalism and malicious mischief and such other hazards as are presently included in so-called "extended coverage", of twelve (12) months' anticipated gross income from the Mortgaged Property; and (6) such other insurance on the Mortgaged Property or any replacements or substitutions therefor and in such amounts as may from time to time be reasonably required by Mortgagee against other insurable casualties which at the time are commonly insured against in the case of premises similarly situated, due regard being given to the height and type of the Improvements, their construction, location, use and occupancy, or any replacements or substitutions therefor.

(b) All policies of insurance required by the terms of this Mortgage shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act of negligence of Borrower which might otherwise result in forfeiture of said insurance, and the further agreement of the insurer waiving all rights of set off, counterclaim or deductions against Borrower.

(c) Mortgagee is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies maintained pursuant to this Section 1.03, and

to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Mortgagee as its interest may appear, instead of to Borrower and Mortgagee jointly. In the event any insurance company fails to disburse directly and solely to Mortgagee but disburses instead either solely to Borrower or to Borrower and Mortgagee jointly, Borrower agrees immediately to endorse and transfer such proceeds to Mortgagee to the extent of Mortgagee's interest therein. Upon the failure of Advancer to endorse and transfer such proceeds as aforesaid, Mortgagee may execute such endorsements or transfers for and in the name of Borrower, and Borrower hereby irrevocably appoints Mortgagee as Borrower's agent and attorney-in-fact so to do. After deducting from said insurance proceeds all of its expenses incurred in the collection and administration of such sums, including Attorneys' Fees, Mortgagee shall apply the net insurance proceeds or any part thereof, at its option, (i) to the payment of the Secured Obligations, whether or not due and in whatever order Mortgagee elects (in which case a portion of or the entire Secured Obligations shall, at Mortgagee's option, immediately become due and payable), (ii) to the repair and/or restoration of the Mortgaged Property, or (iii) for any other purposes or objects for which Mortgagee is entitled to advance funds under this Mortgage, all without affecting the lien and security interest created by this Mortgage, and any balance of such monies then remaining shall be paid to Borrower or the person or entity lawfully entitled thereto. Mortgagee shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

(d) At least fifteen (15) days prior to the expiration date of each policy maintained pursuant to the terms hereof, a renewal or replacement thereof satisfactory to Mortgagee shall be delivered to Mortgagee. Borrower shall deliver to Mortgagee receipts evidencing the payment for all such insurance policies and renewals or replacements. The delivery of any insurance policies hereunder shall constitute an assignment of all unearned premiums as further security hereunder. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment or partial extinguishment of the Secured Obligations, all right, title and interest of Borrower in and to all insurance policies then in force shall pass to the purchaser or Mortgagee, and Mortgagee is hereby irrevocably appointed by Borrower as attorney-in-fact for Borrower to assign any such policy to said purchaser or to Mortgagee without accounting to Borrower for any unearned premiums thereon.

(e) All policies of insurance required pursuant to the terms of this Borrower or any other Loan Document shall contain a provision that such policies will not be cancelled or materially amended, which term shall include any reduction in the scope or limits of coverage, without at least thirty (30) days prior written notice to Mortgagee. In the event Borrower fails to provide, maintain, keep in force or deliver and furnish to Mortgagee the policies of insurance required hereunder, Mortgagee may procure such insurance or single-interest insurance for such risks covering Mortgagee's interest, and Borrower will pay all premiums thereon promptly upon demand by Mortgagee. Until such payment is made by Borrower, the amount of all such premiums, together with interest as hereinafter set forth, shall be added to the Secured Obligations and shall be secured by this Mortgage.

1.09 Use Violations. Borrower shall not initiate, join in, acquiesce in or consent to any change in any private restrictive covenant, zoning law or other public or private restriction, limiting or defining the uses which may be made of the Mortgaged Property. If under applicable zoning

provisions the use of the Mortgaged Property is or shall become a nonconforming use, Borrower shall not cause or permit such nonconforming use to be discontinued or abandoned without the consent of Mortgagee, except to the extent permitted under the Note. Borrower will not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of, the Mortgaged Property in any manner which (i) materially violates any legal requirement; (ii) may be materially dangerous, unless safeguarded as required by law and/or appropriate insurance; (iii) constitutes a public or private nuisance; (iv) makes void, voidable or cancelable, or increases the premium of, any insurance then in force with respect thereto; (v) changes the use of the Mortgaged Property; (vi) permits or suffers to occur any material waste on or to the Mortgaged Property; or (vii) converts the Mortgaged Property to a condominium or cooperative form of ownership.

1.10 Fixture Filing. This Mortgage shall constitute a "fixture filing" for the purposes of Alabama law. The information concerning the security interest herein granted may be obtained from the parties hereto at the addresses set forth on the first page hereof. For purposes of the security interest herein granted, the address of Debtor (Borrower) and the address of the Secured Party (Mortgagee) is set forth in the first paragraph of this Mortgage.

Article II

2.01 Events of Default. The term "Event of Default", wherever used in this Mortgage, shall mean an "Event of Default" as defined in the Note, together with any of the following:

(a) Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of this Mortgage which failure is not cured within thirty (30) days of written notice thereof, if such failure is capable of cure, as determined by Mortgagee;

(b) The Mortgaged Property is subjected to actual or threatened waste, or any part thereof is removed, demolished or altered without the prior written consent of Mortgagee;

(c) Any Lien other than a Permitted Lien on the Mortgaged Property exists, including any material adverse claim relating to the Mortgaged Property, by title, lien or otherwise is established in any legal or equitable proceeding; or

(d) Unless the written consent of Mortgagee is first obtained (which consent may be withheld in Mortgagee's sole discretion), there occurs any transfer of the Mortgaged Property, or any interest therein, or any further encumbrance of the Mortgaged Property (other Permitted Leases and Other Transfers of Collateral).

Provided that with respect to any of the foregoing, such Event of Default will be deemed to have occurred upon the occurrence of such event without notice being required if Mortgagee is prevented from giving notice by Bankruptcy or other applicable law

2.02 Rights and Remedies.

(a) If an Event of Default shall have occurred, then in addition to the rights and remedies provided for under any other Loan Document or under applicable Law, then at the option of Mortgagee this Mortgage may be foreclosed in any manner now or hereafter provided by

Alabama law, and to the extent provided or allowed by Alabama law, Mortgagee, or its agent, may sell the Mortgaged Property or any part of the Mortgaged Property at one or more public sales before the front or main door of the courthouse of the county or counties, as may be required, in which the Land or any part of the Land is situated, after having first given notice of the time, place and terms of sale at least once a week for three (3) successive weeks preceding the date of such sale in some newspaper published in said county or counties, as may be required by applicable Laws. At any such sale, Mortgagee may execute and deliver to the purchaser a conveyance of the Mortgaged Property or any part of the Mortgaged Property. Mortgagee shall have the right to enforce any of its remedies set forth herein without notice to Borrower, except for such notice as may be required by law. In the event of any sale under this Mortgage by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Mortgaged Property may be sold as an entirety or in separate parcels and in such manner or order as Mortgagee in its sole discretion may elect, and if Mortgagee so elects, Mortgagee may sell the personal property covered by this Mortgage at one or more separate sales in any manner permitted by the UCC, and one or more exercises of the powers herein granted shall not extinguish or exhaust such powers, until the entire Mortgaged Property is sold or the Obligations are paid in full. If the Obligations are now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, Mortgagee at its option may exhaust the remedies granted under any of said security instruments or this Mortgage either concurrently or independently, and in such order as Mortgagee may determine.

Said sale may be adjourned by Mortgagee, or its agent, and reset at a later date without additional publication; provided that an announcement to that effect be made at the scheduled place of sale at the time and on the date the sale is originally set.

(b) Mortgagee's Remedies Upon Default Regarding the Assigned Leases. Upon, or at any time after, the occurrence of any Event of Default, and without in any way waiving such Event of Default or releasing Borrower from any obligation under this Mortgage, at Mortgagee's option and in its discretion, and irrespective of whether Mortgagee shall have commenced any other remedy under applicable law or any other Loan Document, then Mortgagee may, without notice and with or without bringing any action or proceeding except as required by applicable law, (i) exercise any and all rights available under applicable law, (ii) revoke the rights of Borrower as set forth in Section 1.02, (iii) proceed to perform any and all of the duties and obligations and exercise all the rights and remedies of Borrower contained in the Assigned Leases as fully as Borrower could itself, (iv) lease all or any portion of the Mortgaged Property and collect the Rents, and/or (v) take possession of the Mortgaged Property or the Rents and have, hold, manage, lease and operate the Mortgaged Property on such terms and for such period of time as Mortgagee may in its discretion deem proper, and, either with or without taking possession of the Mortgaged Property in Mortgagee's own name: (aa) make any payment or perform any act which Borrower has failed to make or perform, in such manner and to such extent as Mortgagee may deem necessary to protect the security provided for in this Mortgage, or otherwise, including without limitation, the right to appear in and defend any action or proceeding purporting to affect the security provided for in this Mortgage, or the rights or powers of Mortgagee; (bb) lease the Mortgaged Property or any portion thereof in such manner and for such Rents as Mortgagee shall determine in its sole and absolute discretion; or (cc) demand, sue for, or otherwise collect and receive from all persons all Rents, including those past due and unpaid, with full power to make from time to time all alterations, renovations, repairs or replacements of and to the Mortgaged

Property (or any part thereof) as may seem proper to Mortgagee and to apply the Rents to the payment of (in such order of priority as Mortgagee, in its sole discretion, may determine): (aa) all expenses of managing the Mortgaged Property, including, without limitation, the salaries, fees and wages of a managing agent and such other employees as Mortgagee may deem necessary or desirable; (bb) all taxes, charges, claims, assessments, water rents, sewer rents, and any other liens, and premiums for all insurance which Mortgagee may deem necessary or desirable, and the cost of all alterations, renovations, repairs, or replacements, and all expenses incidental to taking and retaining possession of the Mortgaged Property; (cc) all or any portion of the Loan; and/or (dd) all costs and Attorneys' Fees incurred in connection therewith. Borrower hereby specifically authorizes Mortgagee and hereby constitutes and appoints Mortgagee as Borrower's agent and attorney-in-fact, in Borrower's name or in Mortgagee's name, to do any of the foregoing. The foregoing power of attorney is coupled with an interest and cannot be revoked by insolvency, Bankruptcy, death, dissolution or otherwise. The foregoing remedies are cumulative of and in addition to, and not restrictive of or in lieu of, the rights and remedies provided for or allowed by any one or more of the Loan Documents or provided for or allowed by law or in equity.

(c) **Other Rights.** Mortgagee (i) may surrender the insurance policies maintained pursuant to terms hereof or any part thereof, and upon receipt shall apply the unearned premiums as a credit on the Obligations, in accordance with the provisions hereof, and, in connection therewith, Borrower hereby appoints Mortgagee as agent and attorney-in-fact (which is coupled with an interest and is therefore irrevocable) for Borrower to collect such premiums; and (ii) apply any reserves for all property taxes and other Impositions and insurance premiums, if any, required by the provisions of this Mortgage, toward payment of the Obligations; and (iii) shall have and may exercise any and all other rights and remedies which Mortgagee may have at law or in equity, or by virtue of any Loan Document, or otherwise.

(d) **Mortgagee as Purchaser.** Mortgagee may be the purchaser of the Mortgaged Property or any part thereof, at any sale thereof, whether such sale be under the power of sale herein vested in Mortgagee or upon any other foreclosure of the liens and security interests hereof, or otherwise, and Mortgagee shall, upon any such purchase, acquire good title to the Mortgaged Property so purchased, free of the liens and security interests hereof, unless the sale was made subject to an unmatured portion of the Obligations. Mortgagee, as purchaser, shall be treated in the same manner as any third party purchaser and the proceeds of Mortgagee's purchase shall be applied in accordance with this Mortgage.

(e) **Other Rights of Mortgagee.** Should any part of the Mortgaged Property come into the possession of Mortgagee, whether before or after an Event of Default, Mortgagee may (for itself or by or through other persons, firms, or entities) hold, lease, manage, use, or operate the Mortgaged Property for such time and upon such terms as Mortgagee may deem prudent under the circumstances (making such repairs, alterations, additions, and improvements thereto and taking such other action as Mortgagee may from time to time deem necessary or desirable) for the purpose of preserving the Mortgaged Property or its value, pursuant to the order of a court of appropriate jurisdiction or in accordance with any other rights held by Mortgagee in respect of the Mortgaged Property. Borrower covenants to promptly reimburse and pay to Mortgagee on demand, at the place where the Notes are payable, the amount of all reasonable expenses (including without limitation the cost of any insurance, property taxes, impositions or other charges) incurred by Mortgagee in connection with Mortgagee's custody, preservation, use, or operation of the

Mortgaged Property, together with interest thereon from the date incurred by Mortgagee at the Default Rate; and all such expenses, costs, taxes, interest, and other charges shall be and become a part of the Obligations. It is agreed, however, that the risk of loss or damage to the Mortgaged Property is on Borrower, and Mortgagee shall have no liability whatsoever for decline in value of the Mortgaged Property, for failure to obtain or maintain insurance, or for failure to determine whether insurance in force is adequate as to amount or as to the risks insured. Possession by Mortgagee shall not be deemed an election of judicial relief, if any such possession is requested or obtained, with respect to any Mortgaged Property or collateral not in Mortgagee's possession.

(f) **Possession After Foreclosure.** If the liens or security interests hereof shall be foreclosed by power of sale granted herein, by judicial action, or otherwise, the purchaser at any such sale shall receive, as an incident to purchaser's ownership, immediate possession of the property purchased, and if Borrower or Borrower's successors shall hold possession of said property or any part thereof subsequent to foreclosure, Borrower and Borrower's successors shall be considered as tenants at sufferance of the purchaser at foreclosure sale (without limitation of other rights or remedies, at a reasonable rental per day, due and payable daily, based upon the value of the portion of the Mortgaged Property so occupied and sold to such purchaser), and anyone occupying such portion of the Mortgaged Property, after demand is made for possession thereof, shall be guilty of forcible detainer and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages by reason thereof are hereby expressly waived.

(g) **Application of Proceeds.** The proceeds from any sale, lease, or other disposition made pursuant to this Mortgage, or the proceeds from the surrender of any insurance policies pursuant to any of the Loan Documents, or any Rents collected by Mortgagee from the Mortgaged Property (following any application of such Rents in accordance with the Assignment of Rents), or sums received pursuant hereto which Mortgagee elects to apply to the Obligations in accordance with the applicable provisions of the Note or other Loan Documents, or proceeds from insurance received pursuant to the terms hereof which Mortgagee elects to apply to the Obligations in accordance with the applicable provisions of the Note or other Loan Documents, shall be applied by Mortgagee to the Obligations in the following order and priority: (i) to the payment of all expenses of advertising, selling, and conveying the Mortgaged Property or part thereof, and/or prosecuting or otherwise collecting Rents, proceeds, premiums, or other sums including reasonable attorneys' fees; (ii) to the remainder of the Obligations as follows: first, to the remaining accrued but unpaid interest, second, to the matured portion of principal of the Obligations in the inverse order of maturity, and third, to prepayment of the unmatured portion, if any, of principal of the Obligations applied to installments of principal in inverse order of maturity; (iii) the balance, if any and to the extent applicable, remaining after the full and final payment of the Obligations and full performance and discharge of the Obligations to the holder or Mortgagee of any inferior liens covering the Mortgaged Property, if any, in order of the priority of such inferior liens (Mortgagee shall hereby be entitled to rely exclusively upon a commitment for title insurance issued to determine such priority); and (iv) the cash balance, if any, to Borrower. The application of proceeds of sale or other proceeds as otherwise provided herein shall be deemed to be a payment of the Obligations like any other payment. The balance of the Obligations remaining unpaid, if any, shall remain fully due and owing in accordance with the terms of the Notes or the other Loan Documents.

(h) Prima Facie Evidence. In the event of any sale of the Mortgaged Property as authorized by this Section, all prerequisites of such sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment or non-performance of the Obligations or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

2.03 Purchase by Mortgagee. Upon any foreclosure sale or sale of all or any portion of the Mortgaged Property under the power herein granted, Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the Obligations as a credit to the purchase price.

2.04 Borrower as Tenant Holding Over. In the event of any such foreclosure sale or sale under the powers herein granted, Borrower (if Borrower shall remain in possession) and all Persons holding under Borrower shall be deemed tenants holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of Law applicable to tenants holding over.

2.05 Waiver of Appraisement, Valuation, Etc. Borrower agrees, to the full extent permitted by Law, that in case of an Event of Default, neither Borrower nor anyone claiming through or under Borrower will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, homestead, exemption or redemption Laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Mortgaged Property, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Borrower, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, the benefit of all such Laws, and any and all right to have the assets subject to the security interest of this Mortgage marshaled upon any foreclosure or sale under the power herein granted.

2.06 Waiver of Homestead. Borrower hereby waives and renounces all homestead and exemption rights provided for by the Constitution and the Laws of the United States and of any state, in and to the Mortgaged Property as against the collection of the Obligations, or any part thereof..

2.07 Leases. To the extent allowed by applicable Laws, the assignment of Rents and Assigned Leases herein provided for is an absolute assignment and not an assignment for additional security only, provided that except as may be provided otherwise pursuant to any other Loan Document, Borrower shall have the revocable license to take such actions with respect to the Assigned Leases and enter into such agreements and exercise (or refrain from exercising) all its rights and perform its obligations under the Assigned Leases (so long as the same does not otherwise give rise to a Default), including the right to collect each payment of Rents at the time provided in any applicable Assigned Lease for such payment, it being understood and agreed that if any Law exists requiring Mortgagee to take actual possession of the Mortgaged Property (or some action equivalent to taking possession of the Mortgaged Property (such as securing the appointment of a receiver) for Mortgagee to "perfect" or "activate" the rights and remedies of Mortgagee as provided in this Mortgage or any other Loan Document, Borrower waives the benefit of such Law. Upon the occurrence of any Event of Default, (i) the license granted herein shall immediately and automatically cease and terminate and shall be void and of no further force or

effect, and (ii) Mortgagee shall immediately be entitled to possession of any Rents (whether or not Mortgagee enters upon or takes control of all or any portion of the Mortgaged Property). Mortgagee, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Borrower, a defense to any proceeding instituted by Mortgagee to collect the sums secured hereby.

2.08 Discontinuance of Proceedings. In case Mortgagee shall have proceeded to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Mortgagee, then in every such case, Borrower and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceedings had occurred

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

2.10 Suits to Protect the Mortgaged Property. Mortgagee shall have power to institute and maintain such suits and proceedings as it may deem expedient (a) to prevent any impairment of the Lien of this Mortgage; (b) to preserve or protect its interest in the Mortgaged Property and in the Rents; and (c) 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 would materially impair the security hereunder or be prejudicial to the interest of Mortgagee

2.11 Mortgagee Not Liable Except For Its Willful Misconduct or Gross Negligence. Mortgagee shall not be liable for any loss sustained by Borrower resulting from (1) Mortgagee's failure to let the Mortgaged Property, or (2) any act or omission of Mortgagee in exercising its rights and remedies hereunder, unless and to the extent such loss is caused by the gross negligence or willful misconduct of Mortgagee. Nor shall Mortgagee be obligated to perform or discharge, nor does Mortgagee hereby undertake to perform or discharge, any obligation, duty or liability under the Assigned Leases or under or by reason of this Mortgage, and Borrower shall, and does hereby agree, to indemnify Mortgagee for, and to hold Mortgagee harmless from, any and all liability, loss or damage which may or might be incurred under the Assigned Leases or under or by reason of this Mortgage and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Assigned Leases, unless resulting from the gross negligence or willful misconduct of Mortgagee. Should Mortgagee incur any such liability under any Assigned Lease, or under or by reason of this Mortgage, or in defense of any claims or demands specified above in this paragraph, then the amount of all such liability, including, without limitation, costs, expenses and Attorneys' Fees, shall be secured by this Mortgage and Borrower shall reimburse Mortgagee for all such liability immediately upon demand by Mortgagee. This Mortgage shall not operate to place responsibility for the control, care, management or repair of the Mortgaged Property upon Mortgagee, nor for the carrying out of any of the terms and conditions of the Assigned Leases; nor shall it operate to make Mortgagee

responsible or liable for any waste committed on the Mortgaged Property by the tenants or any other parties, nor for any dangerous or defective condition of the Mortgaged Property, nor for any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss, injury or death to any tenant, employee or others, unless and to the extent resulting from the gross negligence or willful misconduct of Mortgagee.

2.12 Proofs of Claim. In the case of any receivership, insolvency, Bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Borrower, 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 the claims of Mortgagee allowed in such proceedings for the entire amount due and payable by Borrower under this Mortgage at the date of the institution of such proceedings and for any additional amount which may become due and payable by Borrower hereunder after such date.

Article III

3.01 Successors and Assigns. This Mortgage shall be binding upon Borrower and Mortgagee and their respective successors and assigns and subsequent owners of the Mortgaged Property, or any part thereof, and shall inure to the benefit of Borrower and Mortgagee and their respective successors and assigns and any holder of the Obligations.

3.02 Notices. All notices provided for herein shall be given and deemed received when given and received in accordance with the terms of the Note.

3.03 Assignment. This Mortgage is assignable by Mortgagee and any assignment of this Mortgage by Mortgagee shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Mortgagee.

3.04 Subrogation. If any or all of the proceeds of the Notes have been used to extinguish, extend or renew any indebtedness heretofore existing against the Mortgaged Property, then, to the extent of such funds so used, Mortgagee shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Mortgaged Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Mortgagee and are merged with the lien and security interest created herein as cumulative security for the repayment of the Obligations and the performance and discharge of the Obligations

3.05 Rights Cumulative. Mortgagee shall have all rights, remedies, and recourses granted in the Loan Documents and available at law or in equity (including, without limitation, those granted by the applicable Law and applicable to the Mortgaged Property or any portion thereof), and the same (i) shall be cumulative and concurrent, (ii) may be pursued separately, successively, or concurrently against Borrower or others obligated for the Obligations or any part thereof, or against any one or more of them, or against the Mortgaged Property, at the sole discretion of Mortgagee, (iii) may be exercised as often as occasion therefor shall arise, it being agreed by Borrower that the exercise, discontinuance of the exercise of or failure to exercise any of the same shall in no event be construed as a waiver or release thereof or of any other right, remedy, or recourse, and (iv) are intended to be, and shall be, nonexclusive. All rights and remedies of Mortgagee hereunder and under the other Loan Documents shall extend to any period

after the initiation of foreclosure proceedings, judicial or otherwise, with respect to the Mortgaged Property.

3.06 Performance at Borrower's Expense. Borrower shall (i) pay all reasonable legal fees incurred by Mortgagee in connection with the preparation of the Loan Documents (including any amendments thereto or consents, releases, or waivers granted thereunder); and (ii) reimburse Mortgagee, promptly upon demand, for all amounts expended, advanced, or incurred by Mortgagee to satisfy any obligation of Borrower under the Loan Documents, which amounts shall include all court costs, reasonable attorneys' fees (including, without limitation, for trial, appeal, or other proceedings), reasonable fees of auditors and accountants and other investigation expenses reasonably incurred by Mortgagee in connection with any such matters. Except to the extent that costs and expenses are included within the definition of "Obligations," the payment of such costs and expenses shall not be credited, in any way and to any extent, against any installment on or portion of the Obligations.

3.07 Incorporation. All covenants, conditions and agreements contained in the Note and all and any of the other Loan Documents, are hereby made a part of this Mortgage to the same extent and with the same force as if fully set forth herein. To the extent of any conflict, the provision most favorable to Mortgagee shall control.

3.08 Survival of Obligations. Each and all of the Obligations shall survive the execution and delivery of the Loan Documents and the consummation of the loan called for therein and shall continue in full force and effect until the Obligations shall have been paid in full; provided, however, that nothing contained in this section shall limit the obligations of Borrower as otherwise set forth herein.

3.09 Recording and Filing. Borrower will cause this instrument and any financing statement, and if requested by Mortgagee, such other Loan Documents, as are reasonably requested by Mortgagee and commonly recorded for transactions similarly situated in Birmingham, Alabama along with all amendments and supplements thereto and substitutions therefor to be recorded, filed, re-recorded, and refiled in such manner and in such places as Mortgagee shall reasonably request, and will pay all such necessary recording, filing, re-recording and refiling taxes, documentary stamp taxes, fees, and other charges; provided that any exceptions, benefits or rights to paying duplicative mortgage recording tax on any Loan Document above and beyond the current secured amount of this Mortgage which is permitted under Alabama Code § 40-22-2, as amended, modified or replaced from time to time, shall not be required.

3.10 Waiver of Any Deficiency Limitation. Borrower agrees that Mortgagee shall be entitled to seek a deficiency judgment from Borrower and any other party obligated on the Obligations equal to the difference between the amount owing on the Obligations and the amount for which the Mortgaged Property was sold pursuant to judicial or nonjudicial foreclosure sale. Subject to all Legal Requirements, Borrower expressly recognizes that, to the extent allowed by law and subject to applicable Legal Requirements, this Section constitutes a waiver of any statutory limitation or procedural requirements with respect to any such deficiency including, without limitation, any statutory or other legal requirement, if any, that Borrower be entitled to a judicial determination of the fair market value of the Mortgaged Property as of the date of the foreclosure sale. Borrower further recognizes and agrees that this waiver creates an irrebuttable presumption that the foreclosure sale price is equal to the fair market value of the Mortgaged Property for

purposes of calculating deficiencies owed by Borrower and others against whom recovery of the deficiency is sought.

3.11 Covenants Running with the Land. All Obligations contained in this Mortgage and the other Loan Documents are intended by Borrower and Mortgagee to be, and shall be construed as, covenants running with the Mortgaged Property until the lien of this Mortgage has been fully released by Mortgagee.

3.12 Construction. All pronouns, whether in masculine, feminine or neuter form, shall be deemed to refer to the object of such pronoun whether same is masculine, feminine or neuter in gender, as the context may suggest or require. All terms used herein, whether or not defined herein, and whether used in singular or plural form, shall be deemed to refer to the object of such term whether such is singular or plural in nature, as the context may suggest or require.

3.13 Headings. The Article, Section, and Subsection entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify, or define, or be used in construing the text of such Articles, Sections, or Subsections.

3.14 No Waiver; Severability. Any failure by Mortgagee to insist, or any election by Mortgagee not to insist, upon strict performance by Borrower or others of any of the terms, provisions, or conditions of the Loan Documents shall not be deemed to be a waiver of same or of any other terms, provisions, or conditions thereof, and Mortgagee shall have the right at any time or times thereafter to insist upon strict performance by Borrower or others of any and all of such terms, provisions, and conditions. The Loan Documents are intended to be performed in accordance with, and only to the extent permitted by, all applicable legal requirements. If any provision of any of the Loan Documents or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, then neither the remainder of the instrument in which such provision is contained nor the application of such provision to other Persons or circumstances nor the other instruments referred to herein shall be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

3.15 Rights Cumulative. Mortgagee shall have all rights, remedies, and recourses granted in the Loan Documents and available at law or in equity (including, without limitation, those granted by applicable Law and applicable to the Mortgaged Property or any portion thereof), and the same (i) shall be cumulative and concurrent, (ii) may be pursued separately, successively, or concurrently against Borrower or others obligated for the Obligations or any part thereof, or against any one or more of them, or against the Mortgaged Property, at the sole discretion of Mortgagee, (iii) may be exercised as often as occasion therefor shall arise, it being agreed by Borrower that the exercise, discontinuance of the exercise of or failure to exercise any of the same shall in no event be construed as a waiver or release thereof or of any other right, remedy, or recourse, and (iv) are intended to be, and shall be, nonexclusive. All rights and remedies of Mortgagee hereunder and under the other Loan Documents shall extend to any period after the initiation of foreclosure proceedings, judicial or otherwise, with respect to the Mortgaged Property.

3.16 Future Advances. This is a future advance Mortgage. Upon request of Borrower or Borrower or otherwise pursuant to the terms of the Note, Mortgagee, at Mortgagee's option so long as this Mortgage secures indebtedness held by Mortgagee, may make future advances to Borrower. Such future advances, with interest thereon, shall be secured hereby if made under the

terms of this Mortgage, the Note or any other Loan Document, or if made pursuant to any other promissory note, instrument or agreement stating that sums advanced thereunder are secured hereby.

3.17 Applicable Law. This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Alabama.

3.18 ENTIRE AGREEMENT; AMENDMENT. THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO. THE PROVISIONS OF THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS MAY BE AMENDED OR WAIVED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY THE RESPECTIVE PARTIES TO SUCH DOCUMENTS.

3.19 WAIVER OF RIGHT TO TRIAL BY JURY. BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM THAT RELATES TO OR ARISES OUT OF ANY OF THE LOAN DOCUMENTS OR THE ACTS OR FAILURE TO ACT OF OR BY MORTGAGEE IN THE ENFORCEMENT OF ANY OF THE TERMS OR PROVISIONS OF THIS MORTGAGE OR THE OTHER LOAN DOCUMENTS.

3.20 NOTICE OF INDEMNIFICATION: BORROWER HEREBY ACKNOWLEDGES AND AGREES THAT THIS MORTGAGE CONTAINS CERTAIN INDEMNIFICATION PROVISIONS, INCLUDING, BUT NOT LIMITED TO CERTAIN TERMS HEREOF WHICH MAY, IN CERTAIN INSTANCES, INCLUDE INDEMNIFICATION BY BORROWER OR OTHERS AGAINST MORTGAGEE'S OWN NEGLIGENCE AS STATED HEREIN.

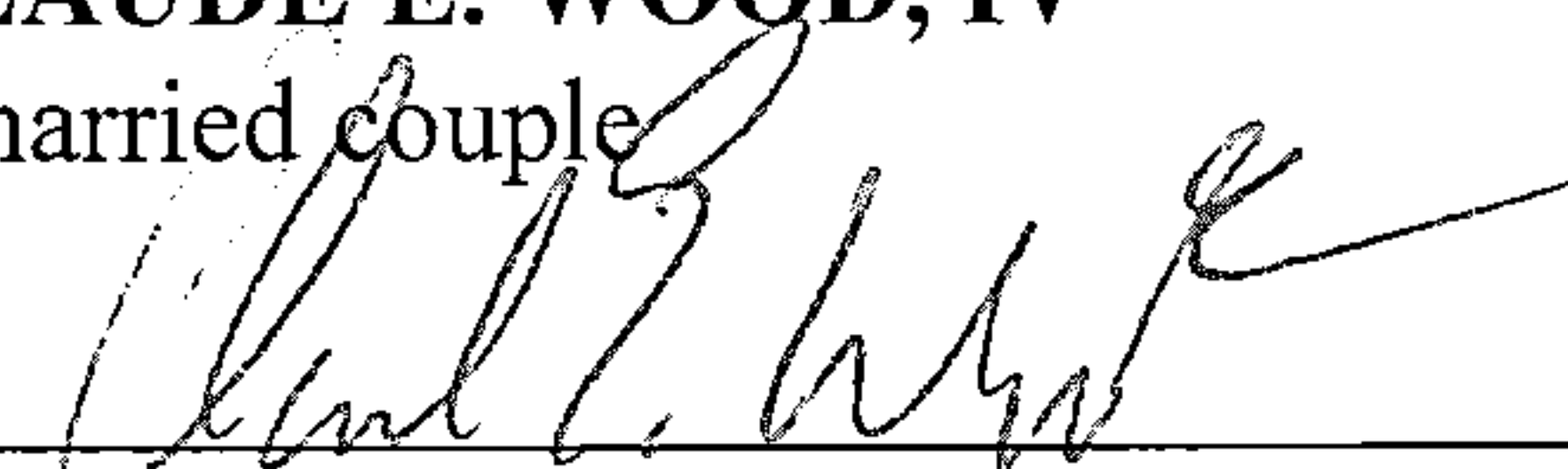
* * * * *

IN WITNESS WHEREOF, this instrument has been duly executed as of the day and year first above written.

BORROWER:

CLAUDE E. WOOD, IV

a married couple



Claude E. Wood, IV

BORROWER:

ASHELY B. WOOD,

Being one and the same person as Ashley Wood
a married couple



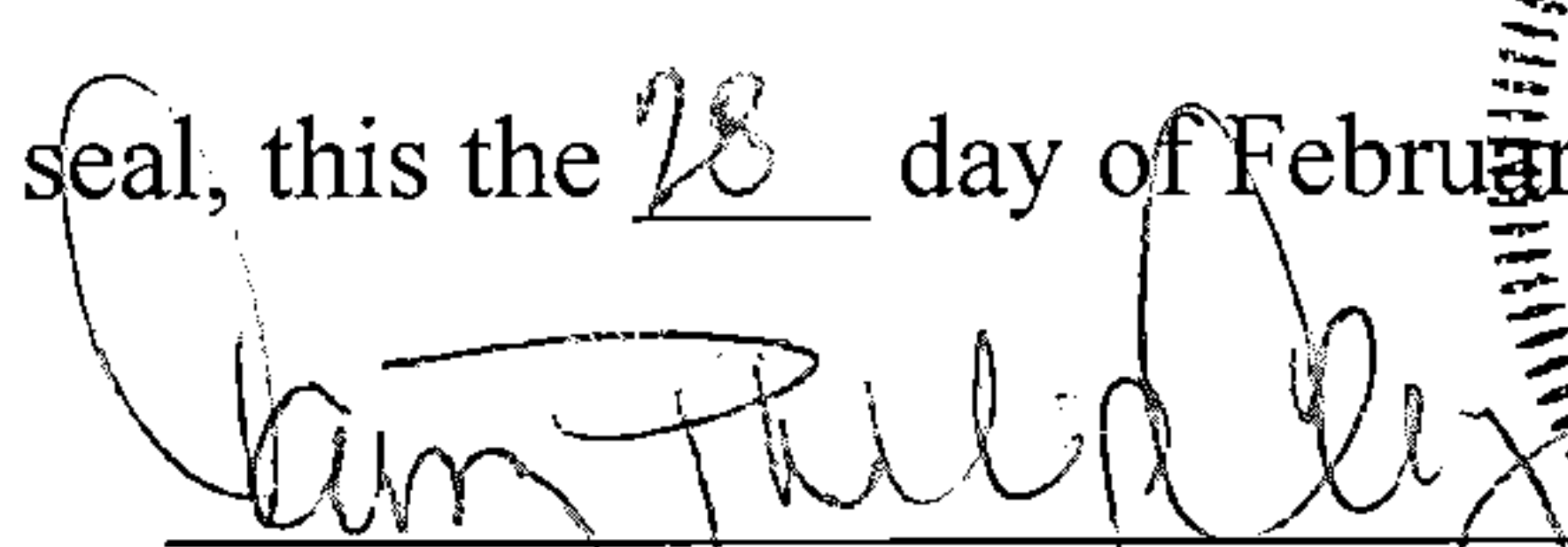
Ashley B. Wood

STATE OF ALABAMA
COUNTY OF SHELBY

§
§

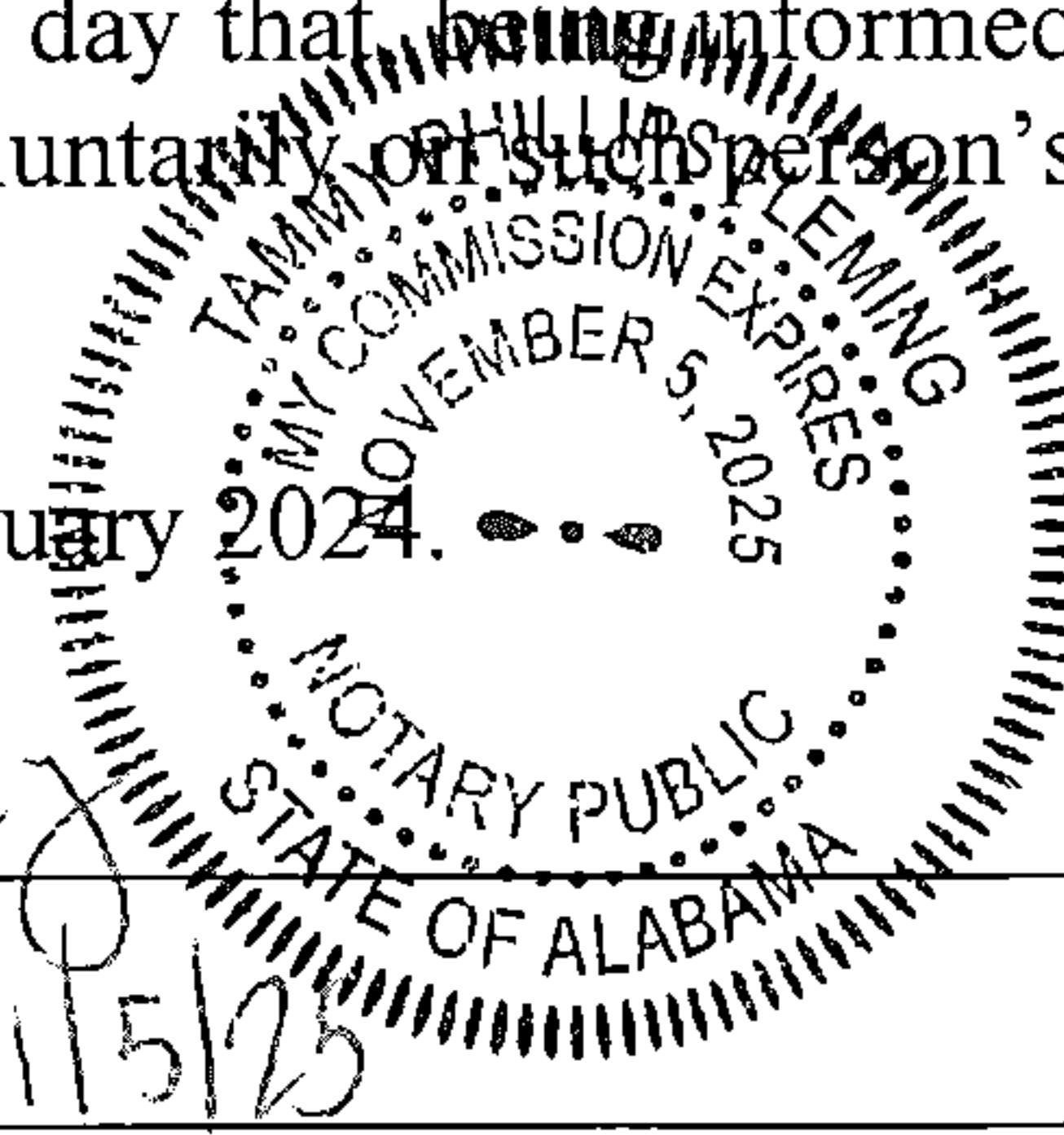
I, the undersigned, a notary public in and for said County in said State, hereby certify that Claude E. Wood, IV, and Ashley B. Wood, a married couple, are signed to the foregoing instrument and, who are known to me, acknowledged before me on this day that, ~~being~~ informed of the contents of the instrument, each knowingly executed the same voluntarily on such person's own behalf.

Given under my hand and official seal, this the 28 day of February 2024.



Notary Public

My Commission Expires: 11/5/25



[SEAL]

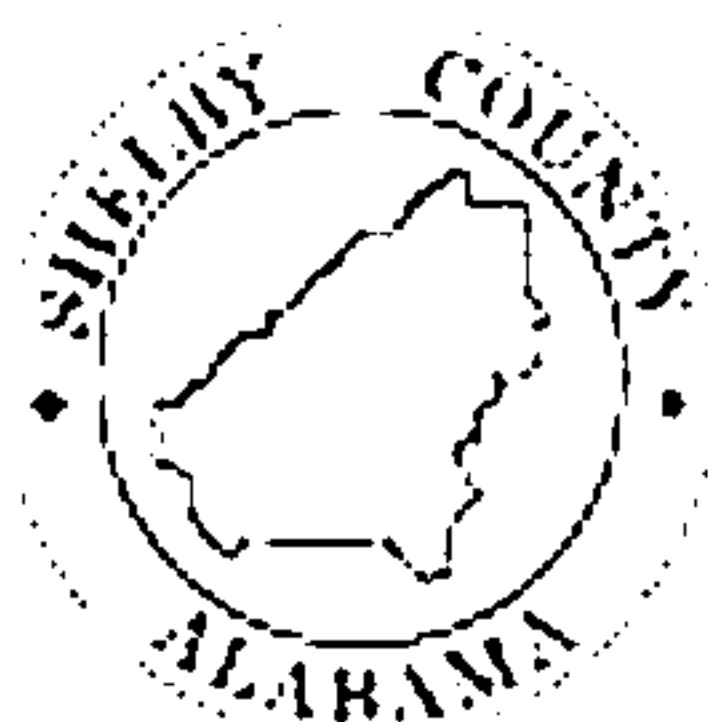
EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

Lot 2-17, according to the Survey of Final Plat of the Residential Subdivision of The View at Indian Crest Phase 2, as recorded in Map Book 57, pages 76A and 76B, in the Probate Office of Shelby County, Alabama.

PARCEL II:

Lot 31, Block 8, according to the Survey of Amended Map of Woodford, as recorded in Map Book 8, pages 51 A, B, C & D, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/03/2025 02:49:25 PM
\$1204.00 JOANN
20250303000063070

Allen S. Bayl