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STATE OF ALABAMA **COUNTY OF SHELBY**

REF317918169A

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This Instrument Secures a Maximum Indebtedness of One Million Nine Hundred Fifty Three Thousand Three Hundred Dollars (\$1,953,300.00) (the "Secured Amount.")

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS MORTGAGE TO SECURE DEBT is dated as of July 8, 2025, from Chadwick A Glover and Kristy Glover, a married couple, whose addresses are 512 ENCLAVE CIR, FULTONDALE, AL 35068-1593, respectively, as mortgagors (collectively, the "Mortgagor"), to JPMorgan Chase Bank, N.A., whose address is 3424 Peachtree Rd, NE, 6th Flr, Atlanta, GA 30326, and its successors and assigns as mortgagee (the "Mortgagee").

MORTGAGOR IRREVOCABLY GRANTS, TRANSFERS, CONVEYS, ASSIGNS AND WARRANTS TO THE MORTGAGEE WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION all of the Mortgagor's right, title and interest now owned or hereafter acquired, in the "Premises." The Premises includes the following:

The real property, and all the existing or subsequently affixed or erected buildings, structures and improvements on described as:

Located in the City of Helena, County of Shelby, State of Alabama:

Commonly known as 246 Spring Water Farms, Lot 2, Helena, Alabama 35022;

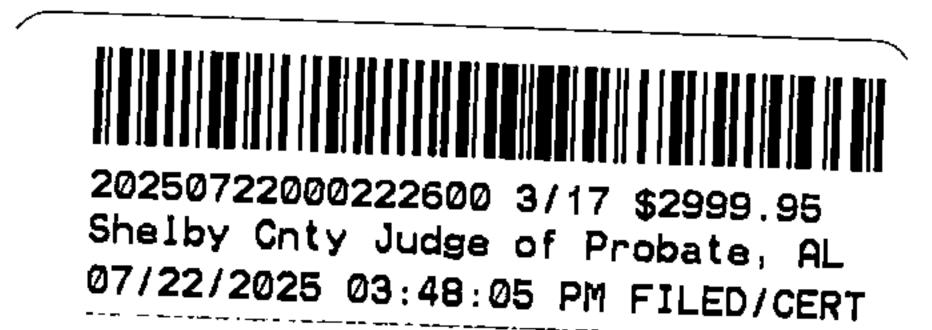
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Tax Parcel Identification No. 24-3-06-0-000-002.013;

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- (2) All easements, rights-of-way, licenses, privileges and hereditaments appurtenant to or used in connection with the Premises;
- (3) All land lying in the bed of any road, street, alley or the like, opened, proposed or vacated, public or private, or any strip or gore, adjoining the Premises;
- (4) All mineral, coal, oil, gas and water rights, air rights, royalties, water courses, ditch rights, water and water stock, timber and timber rights, if any;
- (5) All insurance, condemnation and other awards or payments, including interest, attorneys' fees and costs made as a result of: (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any street; (c) any loss of or damage to any building or other improvement on the Premises; (d) any other injury to or decrease in the value of the Premises; and (e) any refund due un account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Premises;
- (6) All development rights now owned or hereafter acquired for use in connection with the Premises and the development of the Premises, and rights to make divisions of the real estate comprising the Premises that are exempt from the platting requirements of all applicable land division or platting acts, as amended from time to time; and
- (7) All licenses, contracts permits and agreement required or used in connection with the ownership, maintenance or operation of the Premises.
- (8) All interests, estates or other claims, both in law and in equity, which Mortgagor now has or may hereafter acquire in the Premises; and
- (9) All right, title and interest of Mortgagor in and to all claims, causes of action and recoveries by settlement or otherwise for any damage to, or loss, taking, or diminution in the value of, any of the Property, or for any breach (or rejection in bankruptcy) of any lease of the Premises; and
- (10) All plans and any working drawings that are used or intended for use in constructing any improvements, whether in the possession of the Mortgagor, any architect employed by Mortgagor, the general contractor, any subcontractor or materialman; and
- (11) All rights that Mortgagor may have as declarant under any covenants, conditions or restrictions affecting the Premises.

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



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

This Mortgage secures the Liabilities.

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

- (1) That certain SBA 7a Note, dated July 8, 2025 in the original principal amount of One Million Nine Hundred Fifty-Three Thousand Three Hundred and 00/100 Dollars (\$1,953,300.00), executed and delivered by SlingShop Products, Inc. to the Mortgagee and having a final maturity date of July 7, 2035; and
 - (2) The performance of all of the promises and agreements contained in this Mortgage.

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

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

The term "Related Documents" in this Mortgage means all promissory notes, loan agreements, credit agreements, reimbursement agreements, security agreements, deeds to secure debt, mortgages, deeds of trust, pledge agreements, assignments, guaranties, or any other instrument or document executed in connection with any of the Liabilities.



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NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS MORTGAGE OR ANY RELATED DOCUMENT, THIS MORTGAGE DOES NOT SECURE OBLIGATION WHICH EXPRESSLY STATES THAT IT IS UNSECURED, AND SHALL NOT SECURE ANY GUARANTY OF THE LIABILITIES UNLESS EXPRESSLY IDENTIFIED HEREIN OR ANY CERTIFICATE AND INDEMNITY AGREEMENT REGARDING HAZARDOUS SUBSTANCES, OR ANY OTHER INSTRUMENTS THAT ARE THE SUBSTANTIAL EQUIVALENT THEREOF.

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

- 1. Payment of Liabilities; Performance of Obligations. The Mortgagor shall promptly pay when due, whether by acceleration or otherwise, the Liabilities for which the Mortgagor is liable and shall promptly perform all obligations to which the Mortgagor has agreed under the terms of this Mortgage and any of the other Related Documents.
- Taxes and Liens. The Mortgagor shall pay, when due, before any interest, collection fees or penalties shall accrue, all taxes, assessments, fines, impositions, and other charges which may become a lien prior to this Mortgage. Should the Mortgagor fail to make those payments the Mortgagee may at its option and at the expense of the Mortgagor, pay the amounts due for the account of the Mortgagee. Upon the request of the Mortgagee, the Mortgagor shall immediately furnish to the Mortgagee all notices of amounts due and receipts evidencing payment. The Mortgagor shall promptly notify the Mortgagee of any lien on all or any part of the Premises and shall promptly discharge any unpermitted lien or encumbrance.
- 3. <u>Change in Taxes</u>. In the event of the passage of any law or regulation, state, federal or municipal, subsequent to the date of this Mortgage, which changes or modifies the laws now in force governing the taxation of mortgages, or debts by mortgages, or the manner of collecting those taxes, the Liabilities shall become due and payable immediately at the option of the Mortgagee.
- Insurance. The Mortgagor shall keep the Premises and the present and future buildings and other improvements (the "Improvements") on the Premises continuously insured for the benefit of the Mortgagee in an amount not less than the full insurable value, on a replacement costs basis without deduction for depreciation' of the Improvements and contents, if applicable, and without an, reduction based upon the Mortgagors acts, against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the state where the Premises are located, including risks of vandalism and malicious mischief. If at any time, the Improvements or any part thereof, lies within a "special flood hazard area" as designated from time to time on maps prepared and issued by the Federal Emergency Management Agency (FEMA), as a one hundred year flood plain or other area identified by the Mortgagee as having a high or moderate risk flooding, the Mortgagor shall maintain a flood insurance policy or policies (whether or not coverage is available from the National Flood Insurance Program or otherwise required by the "Flood Laws" (hereinafter defined), in form and substance acceptable to Mortgagee covering the Improvements and contents (to the extent the contents secure the Liabilities). As used in this paragraph, the term "Flood Laws" collectively means the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973, the National Flood Insurance Reform Act of 1994, the Biggert-Waters Flood Insurance



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

Mortgagee pay to the Mortgagee at the time of and in addition to the scheduled installments of principal and/or interest due under the Liabilities, a sum equal to (a) the amount estimated by the Mortgagee to be sufficient enable the Mortgagee to pay, at least thirty (30) days before they become due and payable, all taxes, assessments and other similar charges levied against the Premises plus (b) the amount of the annual premiums on any policies of insurance required to be carried by the Mortgagor, divided by (c) the number of installments due each year ((a) and



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(b) are collectively referred to as the "Charges"). Upon notice at time, the Mortgagor will, within ten (10) days, deposit such additional sum as may be required for the payment of increased Charges. These sums may be commingled with the general funds of the Mortgagee and no interest shall be payable on them, nor shall these sums be deemed to be held in trust for the benefit of the Mortgagor. Notwithstanding payment of any sums by the Mortgagor to the Mortgagee under the terms of this Section, the Mortgagee shall have no obligation to pay any Charges. The obligation of the Mortgagor to pay the Charges is not affected or modified the arrangements set out in this Section. Payment by the Mortgagee on any one or more occasions of all or any part of the Charges shall not be construed as obligating it to pay any Charges on any other occasion. If the Mortgagee elects to pay any charge, it shall not be required to do so at any time prior to the date on which penalties, interest or collection fees begin to accrue. If the Mortgagor it may do so at any time prior to the cancellation of the policy.

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

- Compliance with Laws and Operations at Premises. All business activities and operations on or at the Premises, including but not limited to those of any tenants, shall comply with al. federal, state and local laws regulations, ordinances and rules now or hereafter in effect, including without limitation federal marijuana laws. Without limiting the foregoing there shall not be conducted on or at the Premise any Direct Marijuana Business or Indirect Marijuana Business. For purposes of this provision, "Indirect Marijuana Business" means any business that derived any of its revenue for the previous fiscal year. or projects to derive any revenue for the current or future fiscal years, from sales to Direct Marijuana Businesses of products or services that could reasonably be determined to support the use, growth, enhancement or other development of marijuana (such as testing services, grow lights, or hydroponic equipment), and any business that, sells smoking devices, pipes, bongs, inhalants, or other products that may be used in connection with marijuana if the products are primarily intended or designed for such use if the business markets the products for such use; and, "Direct Marijuana Business" means any business that grows, produces, processes, distributes, or sells marijuana, marijuana products, edibles or derivatives regardless of the amount of such activity, whether for personal use or medical or if the business is legal under local or state law.
- 7. Waste, Abandonment. The Mortgagor shall not abandon the Premises, commit or permit waste on the Premises, or do any other act causing the Premises to become less valuable. The Mortgagor will keep the Premises in good order and repair and in compliance in all material respects with an law, regulation, ordinance or contract affecting the Premises and. from time to time, will make all needful and proper replacements so that all fixtures and improvements will at all times be in good condition, fit and proper for their respective purposes, Without limitation of the foregoing nonpayment of the Charges shall constitute waste. Should the Mortgagor fail to effect any necessary repairs, the Mortgagee may, at its option and at the expense of the Mortgagor, make the repairs for the account of the Mortgagor. The Mortgagee or authorized agent shall have the right to enter upon and inspect the Premises at all reasonable times. The Mortgagor unconditionally agrees to pay timely all fees with respect to inspections of the Premises.



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- 8. <u>Appraisals</u>. Mortgagee or its authorized agents shall have the right to enter onto the Premises at any reasonable time to perform appraisals. Mortgagee shall be further entitled, where not otherwise prohibited by law, to recover from the Mortgagor all appraisal costs incurred by Mortgagee.
- 9. Owner Occupied Real Estate. 50% or more of the net leasable space of the Premises is occupied by the Mortgagor or any guarantor of the Liabilities. Notwithstanding the foregoing, if this Mortgage secures a loan that was made to Mortgagor under a United States Small Business Administration ("SBA") loan program, and Mortgagor is subject to any SBA real estate Occupancy requirements thereunder, then Mortgagor is in compliance with such SBA requirement.
- 10. <u>Alterations, Removal</u>. No building, structure, improvement or fixture constituting any part of the Premises shall be removed, demolished or substantially altered without the prior written consent of the Mortgagee.
- 11. Payment of Other Obligations. The Mortgagor shall also pay all other obligations which may become liens or charges against the Premises for any present or future repairs or improvements made on the Premises, or for any other goods, services, or utilities furnished to the Premises and shall not permit any lien or charge of any kind securing the repayment of borrowed funds (including the deferred purchase price for any property) to accrue and remain outstanding against the Premises.
- Reimbursement of Advances. If the Mortgagor fails to perform any of its obligations 12. under this Mortgage or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the Premises (including but not limited to a lien priority dispute, eminent domain, code enforcement. insolvency. bankruptcy or probate proceedings). then the Mortgagee at its sole option make appearances, disburse sums and take any action it deems necessary to protect its interest (including but not limited to disbursement of reasonable attorneys' fees and court costs and entry upon the Premises to make repairs). Any amounts disbursed shall become additional Liabilities and shall bear interest at the highest rate permitted under any of the instruments evidencing any of the Liabilities and, at Mortgagee's option, shall (a) be immediately due and payable upon notice from the Mortgagee to the Mortgagor or (b) be added to the balance of any of the instruments evidencing any of the Liabilities and be apportioned among and be payable with any installment payments to become due during either at Beneficiary's option (i) the term of any applicable insurance policy, (ii) the remaining term of such instrument, or (iii) be treated as a balloon payment which will be due and payable at such instrument's maturity. The Mortgagee's rights under this Section shall be in addition to all other rights and remedies of the Mortgagee under this Mortgage and the other Related Documents. Any action taken by the Mortgagee under this Section shall not be construed as curing any default that gave rise to such action by the Mortgagee.
- 13. <u>Due on Transfer</u>. If all or any part of the Premises or any interest in the Premises is transferred without the Mortgagee's prior written consent, the Mortgagee may, at its sole option, declare the Liabilities to he immediately due and payable.
- 14. <u>No Additional Lien</u>. The Mortgagor covenants not to execute any mortgage, deed of trust or other agreement granting a lien against the interest of the Mortgagor in the Premises without the prior written consent of the Mortgagee, and then only when the document granting



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that lien expressly provides that it shall be subject to the lien of this Mortgage for the full amount secured by this Mortgage and shall also be subject and subordinate to all Leases.

- Eminent Domain. Notwithstanding any taking under the power of eminent domain, 15. alteration of the grade of any road, or the like, or other injury or damage to or decrease in value of the Premises by any public or quasi-public authority or corporation, the Mortgagor shall continue to pay the Liabilities in accordance with the terms of the Related Documents, By executing this Mortgage the Mortgagor assigns the entire proceeds of any award or payment and any interest to the Mortgagee. The Mortgagor will notify the Mortgagee of any action or proceeding related to taking of all or any part of the Premises, shall defend that action or proceeding in consultation with the Mortgagee and shall, if requested the Mortgagee, deliver to the Mortgagee all documents and instruments that may be required to allow the Mortgagee to directly participate in or control such action or proceeding. The proceeds of any taking or grant In lieu of any taking shall be applied first toward reimbursement of all costs and expenses of the Mortgagee in collecting the proceeds, including reasonable attorneys' fees and court costs, and then toward payment of the Liabilities, whether or not then due or payable, or the Mortgagee, at its option, may apply the proceeds, or any part to the alteration, restoration or rebuilding of the Premises.
- Events of Default; Remedies. If any of the Liabilities are not paid at maturity, whether 16. by acceleration or otherwise or if a default occurs by anyone under the terms of this Mortgage or any Related Document, then the Mortgagee may exercise all of the rights, powers and remedies expressly or impliedly conferred on or reserved to it under this Mortgage or any other Related Document or now or later existing at law or in equity, including without limitation the following: (i) the Mortgagee may declare the Liabilities to be immediately due, (ii) the Mortgagee may proceed at law or in equity to collect the Liabilities, foreclose this Mortgage or otherwise pursue any of its rights or remedies available at law, in equity, pursuant to this Mortgage or pursuant to any of the other Related Documents and (iii) the Mortgagee, at its option, may sell the Premises or any part of the Premises at public sale or sales before the door of the courthouse of the county in which the Premises or any part of the Premises is situated the highest bidder for cash, in order to pay the Liabilities and accrued interest thereon and insurance premiums, liens, assessments, taxes and charges, including utility charges, if any, with accrued interest thereon, and all expenses of the sale and of all proceedings in connection therewith, including reasonable attorneys' fees actually incurred, after advertising the time, place and terms of sale once as required by Alabama law. At any such public sale, the Mortgagee may execute and deliver to the purchaser a conveyance of the Premises or any part of the Premises in fee simple, with full warranties of title (or without warranties if the Mortgagee shall so elect) and to this end, the Mortgagor hereby constitutes and appoints the Mortgagee the agent and attorney-in-fact of the Mortgagor to make such sale and conveyance and thereby to divest the Mortgagor of all right, title, interest, equity and equity of redemption that the Mortgagor may have in and to the Premises and to vest the same in the purchaser or purchasers at such sale or sales, and all the acts and doings of said and attorney-in-fact are hereby ratified and confirmed and any recitals in said conveyance or conveyances as to facts essential to a valid sale shall be binding upon the Mortgagor. The aforesaid power of sale and agency hereby granted are coupled with an interest and are irrevocable by dissolution, insolvency or otherwise are granted as cumulative of the other remedies provided hereby or by law for collection of the Liabilities and shall not be exhausted by one exercise thereof but may be exercised until full payment of all Liabilities. In the event of any such foreclosure sale by the Mortgagee, the Mortgagor shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or



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

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

1. If any moneys become available from any source other than the Premises that the Mortgagee can apply to the Liabilities, the Mortgagee may apply them in any manner it chooses, including but not limited to applying them against obligations, indebtedness or liabilities which are not secured by this Mortgage.



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



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acquisition or material alteration of any Liabilities, any credit that the Mortgagee extends to the Mortgagor, (iii) the Mortgagor's default, (iv) any demand, intent to accelerate, diligence, presentment, dishonor and protest, (v) any action that the Mortgagee takes regarding the Mortgagor, anyone else, any other collateral for the Liabilities, or any other Liabilities, which it might be entitled to by law or under any other agreement, or (vi) any adverse facts that would affect the Mortgagor's risk, (c) any right it may have to require the Mortgagee to proceed against the Mortgagor, any guarantor or other obligor on the Liabilities, the Premises or any other collateral for the Liabilities, or pursue any remedy in the Mortgagee's power to pursue, (d) any defense based on any claim that the Mortgagor's obligations exceed or are more burdensome than those of the Mortgagor, (e) the benefit of any statute of limitations affecting the Mortgagor's obligations hereunder or the enforcement hereof, (f) an, defense arising by reason of any disability or other defense of the Mortgagor or by reason of the cessation from any cause whatsoever (other than payment in full) of the obligation of the Mortgagor for the Liabilities, (g) any defense based on or arising out of any defense that the Mortgagor may have to the payment or performance of the Liabilities or any portion thereof and (h) any defense based on or arising out of the Mortgagee's negligent administration of the Liabilities. The Mortgagee may waive or delay enforcing any of its rights without losing them. Any waiver affects only the specific terms and time period stated in the waiver.

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



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- Reinstatement. The Mortgagor agrees that to the extent any payment or transfer is received by the Mortgagee in connection with the Liabilities, and all or any part of such payment or transfer is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be transferred or repaid by the Mortgagee or paid over to a trustee, receiver or another person or entity, whether under any bankruptcy act or otherwise (any 01 those payments or transfers is hereinafter referred to as a "Preferential Payment"), then this Mortgage shall continue to be effective or shall be reinstated, as the case may be, even if all Liabilities have been paid in full, and whether or not the Mortgagee is in possession of this Mortgage or whether this Mortgage has been marked paid, cancelled, released or returned to the Mortgagor or the Borrower, and, to the extent of the payment or repayment or other transfer b) the Mortgagee, the Liabilities or part intended to be satisfied by the Preferential Payment shall be revived and continued in full force and effect as if the Preferential Payment had not been made. If this Mortgage must be reinstated, the Mortgagor agrees to execute and deliver to the Mortgagee any new deeds to secure debt and agreements, if necessary or if requested by the Mortgagee, in form and substance acceptable to the Mortgagee, covering the Premises. The obligations of Mortgagor and Borrower under this section shall survive the termination of this Mortgage.
- ASSIGNMENT OF RENTS. Mortgagor hereby gives to, confers upon and absolutely assigns to Mortgagee all of Mortgagor's right, power and interest, during the continuance of this Mortgage, in and to the rents, issues and profits of the Premises (the "Rents"), reserving unto Mortgagor the right, prior to the occurrence of any event of default by Mortgagor, and authority to collect and retain the Rents as they become due and payable. Upon any such event of default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Premises or any part thereof, in its own name sue for or otherwise collect the Rents including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine, and Mortgagor hereby appoints Mortgagee its attorney-in-fact, coupled with an interest, to perform any and all of the foregoing. The entering upon and taking possession of the Premise, the collection of the Rents and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The assignment of the Rents contained in this Mortgage is absolute and constitutes a present transfer of Mortgagor's interest in existing and future Rents with respect to the Property described in this Mortgage, effective upon the execution and delivery of this Mortgage.
- 20. Representations by the Mortgagor. Each Mortgagor represents that: (a) it is well and truly seized of good and marketable fee simple title to the real property comprising the Premises and it is the lawful owner of the personal property, if any, comprising the Premises, subject only to Permitted Encumbrances; (b) the execution and delivery of this Mortgage and the performance of the obligations it imposes do not violate any law, conflict with any agreement by which it is bound or require the consent or approval of an) governmental authority or any third party; (c) this Mortgage is a valid and binding agreement enforceable according to its terms; (d) any balance sheets, profit and loss statements, and owner financial statements furnished to the Mortgagee in connection with the Liabilities are accurate and fairly



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reflect the financial condition of the organizations and persons to which they apply' on their effective dates, including contingent liabilities of every type, which financial condition has not changed materially and adversely since those dates; and (e) and it shall not permit any proceedings in foreclosure or otherwise that would affect the Premises.

- Notice. Any notices and demands under or related to this Mortgage shall be in writing and delivered to the intended party at its address stated herein, and if to the Mortgagee, a its main office if no other address of the Mortgagee is specified herein, by one of the following means: (a) by hand; (b) by a nationally recognized overnight courier service; or (c) by certified mail, postage prepaid, with return receipt requested. Notice shall be deemed given: (a) upon receipt if delivered by hand; (b) on the Delivery Day after the day of deposit with a nationally recognized courier service; or (c) on the third Delivery Day after the notice is deposited in the mail. "Delivery Day" means a day other than a Saturday, a Sunday or any other day on which national banking associations are authorized to be closed. Any party may change its address for purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision. This notice shall inapplicable to any judicial or non-judicial proceeding where state law governs the manner and timing of notices in foreclosure or receivership proceedings.
- 22. <u>Miscellaneous</u>. If any provision of this Mortgage is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then that provision is null and void to the extent of the conflict or unenforceability and shall be severed from but shall not invalidate an. other provision of this Mortgage. No waiver by the Mortgagee of any right or remedy granted or failure to insist on strict performance by the Mortgagor waives any other right or remedy of the Mortgagee or waives or bars the subsequent exercise of the same right or remedy by the Mortgagee for any subsequent default by the Mortgagor. All rights and remedies of the Mortgagee are cumulative.

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

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

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

Time is of the essence in this Mortgage.

23. Governing Law and Venue. This Mortgage shall be governed by and construed in accordance with the laws the state of Alabama; EXCEPT THAT, NOTWITHSTANDING ANY PROVISION IN THIS MORTGAGE TO THE CONTRARY, MATTERS REGARDING INTEREST TO BE CHARGED BY THE BANK AND THE EXPORTATION OF INTEREST SHALL BE GOVERNED FEDERAL LAW (INCLUDING WITHOUT LIMITATION 12 U.S.C. SECTIONS 85 AND 1831u) AND THE LAW OF THE



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STATE OF OHIO, WHERE THE MAIN OFFICE OF THE BANK IS LOCATED. The Mortgagor agrees that any legal action or proceeding with respect to any of its obligations under this Mortgage may be brought by the Mortgagee in any state or federal court located in the State of Alabama permitted under applicable law, as the Mortgagee in its sole discretion may elect. By the execution and delivery of this Mortgage, the Mortgagor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts to the extent permitted by applicable law. The Mortgagor waives, to the extent permitted under applicable law, any, claim that, the State of Alabama is not a convenient forum or the proper venue for such suit, action or proceeding. The extension of credit that is the subject of this Mortgage is being made by the Bank in Ohio.

The loans secured by this lien were made under a United States Small Business Administration ("SBA") nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations: (i) When SBA is the holder of the note, this document and all documents evidencing or securing this loan will be construed in accordance with federal law; (ii) SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, or tax liability. No Borrower or guarantor may claim or assert against SBA any local or state to deny any obligation of Borrower or defeat any claim of SBA with respect to this loan; and (iii) Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the note secured by this instrument.

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

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



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at its reasonable discretion to defend the Indemnified Person and to assist in its defense and the Mortgagor agrees to pay the fees and disbursements of such attorneys.

- any information or knowledge the Mortgagee may have about the Mortgager or about any matter relating to this Mortgage or the Related Documents to JPMorgan Chase & Co., or any of its subsidiaries or affiliates or their successors or to any one or more purchasers or potential purchasers of all or any part of the Liabilities and/or the Related Documents.
- 26. Waiver of Redemption. The Mortgagor expressly waives any and all rights of redemption from sale under any order or judgment of foreclosure of this Mortgage and any rights of reinstatement which exist by statute or common law, on its own behalf and on behalf of each and every person, beneficiary or any other entity, except judgment creditors of the Mortgagor who acquire an) interest in or title to the Premises subsequent to the date of this Mortgage; and (b) the Mortgagor expressly waives any and all rights of marshalling of assets of any sale hereunder of the Premises or any other assets which secure the Liabilities.
- 27. WAIVER OF SPECIAL DAMAGES. THE MORTGAGOR WAIVES TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE MORTGAGEE IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.
- APPLICABLE LAW, THE MORTGAGEE AND THE MORTGAGOR (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE MORTGAGOR AND THE MORTGAGEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE MORTGAGEE TO PROVIDE THE FINANCING DESCRIBED HEREIN.
- 29. <u>Cancellation and Surrender</u>. Should the Liabilities secured by this Mortgage be paid according to the tenor and effect thereof when the same shall become due and payable, and should the Mortgagor perform all obligations in a timely manner, then this Mortgage shall be cancelled and surrendered.
- 30. WAIVER OF THE MORTGAGOR'S RIGHTS. BY EXECUTION OF THIS MORTGAGE, THE MORTGAGEE EXPRESSLY: (A) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE LIABILITIES EVIDENCED BY THE NOTE AND THE POWER OF ATTORNEY GIVEN HEREIN TO THE MORTGAGEE TO SELL THE PREMISES BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY THE MORTGAGOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE (EXCEPT AS OTHERWISE PROVIDED HEREIN)EXCEPT SUCH NOTICES, RECORDS AND DOCUMENTS AS REQUIRED BY ALABAMA LAW; (B) EXCEPT TO THE EXTENT PROVIDED OTHERWISE HEREIN, WAIVES ANY AND ALL RIGHTS WHICH THE MORTGAGOR MAY HAVE UNDER THE CONSTITUTION OF THE UNITED STATES (INCLUDING THE FIFTH AND FOURTEENTH AMENDMENTS THEREOF) THE VARIOUS PROVISIONS OF THE CONSTITUTIONS FOR THE SEVERAL STATES,



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OR BY REASON OF ANY OTHER APPLICABLE LAW, TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY THE MORTGAGEE OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO THE MORTGAGOR; (C) ACKNOWLEDGES THE MORTGAGOR HAS READ THIS MORTGAGE, ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO THE MORTGAGOR AND THE MORTGAGOR HAS CONSULTED WITH COUNSEL OF THE MORTGAGOR'S CHOICE PRIOR TO EXECUTING THIS MORTGAGE, AND (D) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF THE MORTGAGOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY THE MORTGAGOR AS PART OF A BARGAINED FOR LOAN TRANSACTION.

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

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

Mortgagor:

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary

My commission expires:

[Notary Seal]

DOMINIC CARRANZA
Notary Public · Arizona
Maricopa County
Commission # 667949
My Comm. Expires May 3, 2028

Exhibit A LEGAL DESCRIPTION

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The following described property:

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 2, ACCORDING TO THE SURVEY OF ROCKY RIDGE FARMS, AS RECORDED IN MAP BOOK 55, PAGE 13, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: DEED INSTRUMENT NO. 20241105000344760

Assessor's Parcel No:

24-3-06-0-000-002.013