

PREPARED BY AND
RETURN TO:

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

THIS INSTRUMENT IS INTENDED TO BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A
FIXTURE FILING PURSUANT TO CODE OF ALABAMA § 7-9A-502(c) (1975).

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

**THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT AND UCC FIXTURE FILING** (this “Mortgage”), is made and entered into this
25th day of July, 2025 by **HSC COLUMBIANA, LLC**, an Alabama limited liability company,
as Mortgagor (the “Mortgagor”) and whose address is 805 Trione Avenue, Daphne, Alabama
36526, in favor of **PINNACLE BANK**, a Tennessee state bank, as mortgagee (the “Mortgagee”),
whose address is 569 Brookwood Village, Suite 705, Birmingham, Alabama 35209, Attn: Pat
Sullivan.

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the stated sum of **FIVE MILLION
SEVENTY SIX THOUSAND TWO HUNDRED TWELVE AND 00/100THS DOLLARS**
(\$5,076,212.00), as evidenced by Mortgagor’s Promissory Note (as hereinafter renewed, extended,
modified, amended or replaced, the “Note”) of even date herewith, in the stated principal amount
of such sum, payable to the order of Mortgagee; and

WHEREAS, this Mortgage is the Mortgage (as such term is defined in the Loan
Agreement) (hereinafter defined), and the Property (as such term is defined below) is the Property
defined in the Loan Agreement; and

WHEREAS, the Property is subject to that certain TS Lease (as such term is defined in the Loan Agreement) between Mortgagor, as landlord, and Tractor Supply Company, a Delaware corporation ("**Tenant**"), as tenant (the "**Lease Agreement**");

NOW, THEREFORE, the Mortgagor, in consideration of said debt and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants, transfers, bargains, assigns, sells, conveys and warrants unto Mortgagee, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION, the following described real and personal property (hereinafter collectively referred to as the "**Property**");

A. **LAND, IMPROVEMENTS AND FIXTURES**: That certain parcel or lot of land located in Shelby County, Alabama, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with all hereditaments and appurtenances belonging thereto or inuring to the benefit thereof, including, but not limited to, all easements and rights of way appurtenant thereto, all right, title and interest of Mortgagor in any land lying within the right-of-way of any abutting street or alley and all strips or gores of land adjacent to said property, and together with all buildings and other Improvements now or hereafter located or to be constructed thereon and all fixtures now or hereafter owned by the Mortgagor, or in which the Mortgagor has an interest, and placed in or upon such land or buildings or Improvements thereon (the "**Real Property**").

B. **PERSONAL PROPERTY**: All of the Mortgagor's right, title and interest in and to all fixtures, machinery and equipment, all building plans, construction or architectural contracts or plans, all building and construction materials and equipment, all equipment, machinery and goods, all general intangibles, whether money, insurance, proceeds, accounts, contracts, subcontracts, trademarks, all refundable, returnable or reimbursable fees, deposits or other funds or credits associated with the said property, and other personal property of every kind, description and nature whatsoever, now or hereafter located in or upon or affixed to the land described above or the Improvements located thereon, or any part thereof, or now or hereafter used or to be used in connection with any present or future operation thereof or construction thereon, and now owned or hereafter acquired by the Mortgagor, together with any renewals, replacements, accessions or additions of or to any of the above or substitutions therefor; it being understood and agreed that all such fixtures, machinery, apparatus, equipment and other personal property of Mortgagor on the Real Property are a part of and are declared to be a portion of the security for the indebtedness hereby secured, whether physically attached to such Improvements or not.

C. **LEASES AND RENTS**: All of the Landlord's right, title and interest, owned by the Mortgagor, in and to all leases (which term, as used herein, shall include all occupancy agreements, licenses, concession agreements and all other agreements or tenancies, however denominated, affecting the occupancy of the Property, or any portion thereof) now or hereafter affecting or pertaining to the Property and the business operations conducted thereon, including without limitation, the Lease Agreement, together with all of the rents, issues, benefits and profits of the Property.

D. **PROCEEDS, AWARDS AND OTHER MONEYS**: A security interest in all proceeds paid for any damage or loss to the Property or any part thereof, all awards, including interest, in connection with any condemnation or other taking of the Property, or any part thereof,

or for conveyance in lieu thereof, and all other moneys which may from time to time become subject to the lien hereof, whether by conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims or otherwise (collectively, the "**Proceeds**").

E. REPLACEMENTS AND SUBSTITUTIONS: All of the Mortgagor's right, title and interest in and to all replacements, substitutions and additions of or to any or all of the foregoing.

TO HAVE AND TO HOLD unto Mortgagee for the use, benefit and behoof of the Mortgagee, forever.

SUBJECT, HOWEVER, to those certain liens, encumbrances and other matters set forth on Exhibit B attached hereto and made a part hereof (collectively, the "**Permitted Encumbrances**").

As to such personal property and fixtures, Mortgagor grants to Mortgagee a security interest herein, and Mortgagee shall have all of the rights of a secured party under the Alabama Uniform Commercial Code at Ala. Code § 7A-9-101, *et seq.* Mortgagor agrees that with respect to each and any term describing the Property herein that is defined in either (i) Article 9 of the Alabama Uniform Commercial Code; or (ii) in Article 9 of the Uniform Commercial Code as in force at any relevant time in any applicable jurisdiction in which this document is effective or may be filed, the meaning to be ascribed thereto shall be that under the more encompassing definition. Notwithstanding any provision in this Mortgage or in any other agreement with Mortgagee, Mortgagee shall not have a nonpossessory security interest in, and its collateral or the Property shall not include, any household goods (as defined in Federal Reserve Board Regulation AA, Subpart B), unless the household goods are expressly identified in a security agreement and are acquired as a result of a purchase money obligation. Such household goods shall only secure said purchase money obligation and interest thereon and fees relating thereto (including any modifications, renewals or extensions thereof).

THIS CONVEYANCE IS GIVEN to secure prompt payment and performance of the following:

A. The Note. The indebtedness of the Mortgagor to the Mortgagee evidenced by the Note, together with interest on said indebtedness at the rate or rates specified therein, and any other promissory note made and delivered by the Mortgagor to the Mortgagee in substitution, extension or replacement therefor, whether of the same amount or otherwise, together with any renewal, extension, amendment, modification, substitution, or replacement of any thereof. This Mortgage secures (a) all amounts advanced by Mortgagee under the Note subject to that certain Loan Agreement dated of even date herewith entered into by Mortgagor (as Borrower) and Mortgagee (as Lender) (the "**Loan Agreement**"), (b) this Mortgage shall secure all advances of principal under the Note, and (c) this Mortgage shall remain in full force and effect, without loss of priority, until the indebtedness and obligations secured hereby are paid in full; and

B. Future Advances. Any future advances and future obligations made or incurred under the Loan Documents (as such term is defined herein), it being contemplated by Mortgagor and Mortgagee that Mortgagor may hereafter become indebted to Mortgagee in other, further and future sum or sums pursuant to the Loan Agreement; and

C. Other Obligations. Payment, performance and observance by the Mortgagor of each and every covenant, condition and obligation contained in the Note, this Mortgage and/or any other document or instrument now or hereafter evidencing or securing the indebtedness evidenced by the Note, or executed or delivered in connection therewith (all of such documents and instruments being hereinafter collectively referred to as the "**Loan Documents**").

The above items A through C, inclusive, are herein referred to collectively as the "**Indebtedness**".

The Mortgagor warrants that the Mortgagor has good title to the Property, and is lawfully seized and possessed of the Property and every part thereof, and has the right to convey and encumber the same; the Property is unencumbered except for the Permitted Encumbrances and the Lease Agreement; and the Mortgagor will forever warrant and defend the title to the Property unto the Mortgagee and the Mortgagee against the claims of all persons whomsoever except as to the Permitted Encumbrances.

The Mortgagor hereby further covenants and agrees with the Mortgagee to pay, perform or observe, as the case may be, all of the following additional covenants and agreements:

ARTICLE 1 **Performance of Obligations**

1.1 The Mortgagor shall pay when due all indebtedness hereby secured, and shall pay (or cause to be paid), as and when the same respectively become due and payable, all premiums for insurance maintained on the Property and all expenses of repair to the Property.

1.2 The Mortgagor shall promptly and fully keep, perform and comply with all the terms, provisions, covenants and conditions imposed upon the Mortgagor hereunder, under the Note and/or under any of the other Loan Documents.

ARTICLE 2 **Assignment of Leases and Rents**

The Mortgagor, as additional security, hereby assigns, sets over and transfers to the Mortgagee all leases, licenses, concession agreements, occupancy agreements and all other tenancy agreements, including, without limitation, the TS Lease, and all of the rents, issues and profits of the Property. Mortgagor may as Mortgagee's licensee collect rent and other income and receipts as long as Mortgagor is not in default hereunder in accordance with the terms of the Loan Agreement. Mortgagor will apply all rent and other income and receipts to payment of the Indebtedness and performance of this Mortgage, but if the rent and other income and receipts exceed the amount due under the Note and this Mortgage, Mortgagor may retain the excess. If Mortgagor is in default as provided in this Mortgage, Mortgagee may terminate Mortgagor's license to collect and then as Mortgagor's agent may rent the Property if it is vacant and collect all rent and other income and receipts. Mortgagee neither has nor assumes any obligation as lessor or landlord with respect to any occupant of the Property. Mortgagee may exercise Mortgagee's rights and remedies under this section without taking possession of the Property. Mortgagee shall apply all rent and other income and receipts collected under this section first to expenses incurred in exercising Mortgagee's rights and remedies and then to the Indebtedness in the order determined by

Mortgagee and in accordance with the terms of the Loan Agreement. Mortgagee is not required to act under this section, and acting under this section does not waive any of Mortgagee's other rights and remedies.

ARTICLE 3

Insurance

3.1 The Mortgagor shall keep and maintain insurance in accordance with the insurance requirements as set forth in the Loan Agreement. In the event of loss, and upon, and during the pendency of, a default hereunder, the Mortgagee shall have the exclusive right to adjust, collect and compromise all insurance claims, and the Mortgagor shall not adjust, collect or compromise any claims under said policies without the Mortgagee's prior written consent. Each insurer is hereby authorized and directed to make payment under said policies, including return of unearned premiums, directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the Mortgagor appoints the Mortgagee as the Mortgagor's attorney-in-fact, which appointment is irrevocable and coupled with an interest, to endorse any draft therefor. All insurance proceeds may, at the Mortgagee's sole option, be applied to all or any part of the Indebtedness and in any order (notwithstanding that such Indebtedness may not then otherwise be due and payable) or to the repair and restoration of any of the Property under such reasonable terms and conditions as the Mortgagee may impose; provided that so long as no Event of Default has occurred and is continuing under the Loan Agreement, Mortgagee shall apply all insurance proceeds to the repairs and restoration of the Property if Mortgagor determines it is commercially reasonable to repair and restore the Property.

ARTICLE 4

Payment of Taxes and Liens

The Mortgagor shall promptly pay (or cause to be paid), when due, all taxes, assessments, and all other charges of whatever nature which may at any time be assessed against, levied upon or constitute a lien on, the whole or any portion of the Property and any tax assessed against the Mortgagee with respect to this Mortgage or the indebtedness hereby secured, whether under statutes now in force or that may hereafter be enacted; and the Mortgagor shall promptly pay, when due, all other taxes (including corporate taxes, personal property taxes and payments in lieu of taxes), assessments or charges that might become a lien prior to this Mortgage or that might have priority in distribution of the proceeds of a judicial sale. The Mortgagor shall pay (or cause to be paid), when the same shall become due and payable, all lawful claims and demands of mechanics, materialmen, laborers and all others which, if unpaid, might result in or permit the creation of a lien on the Property or any part thereof.

ARTICLE 5

Mortgagee's Right to Pay Insurance Charges, Taxes and Liens

If the Mortgagor fails to insure the Property, or to pay and furnish receipts for all taxes, assessments and other charges, or to pay for all labor and materials, all as provided herein, the Mortgagee may, at the Mortgagee's option and upon ten (10) days written notice to the Mortgagor (or upon such lesser notice, or without notice, if the Mortgagee deems that the same is required to protect the Mortgagee's interest in the Property); procure such insurance; pay such taxes, assessments

and charges and any penalty and interest thereon; redeem the Property or any part thereof from any tax sale or procure such receipts; and/or pay for such labor and materials; and the Mortgagor shall immediately pay to the Mortgagee all sums which the Mortgagee shall have so paid, together with interest thereon at the rate or rates as provided in the Note from the date the same was paid, and for payment thereof, this Mortgage shall stand as security in like manner and effect as for the payment of the indebtedness evidenced by the Note. The failure of the Mortgagee to procure such insurance, to pay such taxes, assessments and charges, to redeem the Property or any part thereof from any tax sale, and/or to pay for labor and materials, shall in no way render the Mortgagee liable to the Mortgagor.

ARTICLE 6

Insurance and Tax Deposits

In the event that there has been an Event of Default (as hereinafter defined), by the Mortgagor, the Mortgagee may, at the Mortgagee's option, upon ten (10) days' notice to the Mortgagor, require the Mortgagor to pay to the Mortgagee, on the first day of each calendar month, a sum (hereinafter referred to as the "Deposited Funds") equal to (i) one-twelfth (1/12) of the aforesaid annual taxes, assessments, water and sewer charges and all other charges upon the Property and/or upon the Mortgagee with respect to the Property (for the purposes of this Article, collectively referred to as the "taxes") and (ii) one-twelfth (1/12) of the annual premiums for the insurance required hereunder to be maintained on the Property, the respective amounts of such taxes and premiums to be reasonably estimated from time to time by the Mortgagee. The Mortgagee shall apply the Deposited Funds to the payment of such taxes and premiums and shall render an annual accounting to the Mortgagor of all disbursements of the Deposited Funds. No interest shall be paid on the Deposited Funds, and the Deposited Funds may be commingled with the Mortgagee's general funds. Upon payment in full of all sums secured by this Mortgage, any excess Deposited Funds shall be refunded to the Mortgagor.

ARTICLE 7

Maintenance and Repair

7.1 The Mortgagor shall at all times keep and maintain (or cause to be kept and maintained) the Property, including all Improvements and personal property now or hereafter installed or located thereon or used in connection therewith, in sound condition and in a first-class state of decoration and repair, reasonable wear and tear excepted.

7.2 The Mortgagor shall not: permit any waste, impairment, damage or deterioration of the Property; permit the violation of any law, ordinance or governmental regulation affecting the same or the use thereof; permit any conditions to exist which would wholly or partially invalidate any insurance on the Property; or permit anything to be done to the Property that might diminish the value thereof.

ARTICLE 8

Alterations

The Mortgagor shall not without the prior written consent of the Mortgagee, except as may be required or permitted under any lease applicable to the Property or the Loan Agreement, including, without limitation, the TS Lease:

- 8.1 Remove or demolish any of the Improvements located on the Property;
- 8.2 Make changes or alterations to the Improvements located on the Property which would change their general character or size;
- 8.3 Alter the design or structural character of the Improvements located on the Property;
- 8.4 Make any other material alteration or addition thereto;
- 8.5 Do or permit anything to be done to the Improvements located on the Property that might diminish the value thereof; or
- 8.6 Grant the right to use the Property for any drilling or exploration for or excavation, removal or production of any minerals from the surface or subsurface of the Property.

ARTICLE 9

Compliance With Leases, Etc.

The Mortgagor shall promptly and fully keep, perform and comply with all the terms, provisions, covenants, conditions and agreements imposed upon or assumed by the Mortgagor as landlord, licensor or Mortgagor under any lease, including, without limitation, the TS Lease, license, concession, occupancy and other tenancy agreement now or hereafter in effect (including any amendments or supplements thereto) covering any part of the Property or any other property owned or controlled by the Mortgagor that is affected by the terms, provisions, covenants, conditions and agreements imposed upon or assumed by the Mortgagor in such lease, license, concession, occupancy or other tenancy agreement and the Mortgagor shall not do, or permit to be done, or omit or refrain from doing, any act or thing the doing or omission of which will give any tenant, licensee, concessionaire or occupant a right to terminate any such lease, license, concession, occupancy or other tenancy agreement or to abate the rental or other payments due thereunder.

ARTICLE 10

Operation

The Mortgagor shall operate (or cause to be operated) the Improvements located on the Property in an efficient manner and in compliance with all applicable laws, ordinances, rules, regulations and directions of governmental authorities having jurisdiction over the Property, and also in compliance with the requirements of all policies of insurance on the Property. Mortgagor shall also procure, pay for, maintain and comply (or cause same to be done) with all permits, licenses and other authorizations needed for the operation of the Improvements located on the Property.

ARTICLE 11
Books and Records

The Mortgagor shall keep proper and separate books of account, in accordance with generally accepted accounting principles, and make, or cause to be made, full and true entries of all dealings and transactions of every kind relating to the Property, which books and records shall be open to inspection by the Mortgagee, the Mortgagee's agents and accountants and representatives, at all reasonable times.

ARTICLE 12
Financial Reports

12.1 Mortgagor covenants and agrees that, as long as the indebtedness secured hereby or any part thereof is outstanding, Mortgagor shall promptly provide to Mortgagee such financial statements and information as required in accordance with the Loan Agreement.

12.2 All financial statements or records submitted to Mortgagee via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. Mortgagee may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

ARTICLE 13
Condemnation

13.1 Promptly upon the receipt by the Mortgagor of notice of the initiation of any proceeding or negotiations for the taking of the Property, or any part thereof, in condemnation or by the exercise of the power of eminent domain, the Mortgagor shall give notice thereof to the Mortgagee. The Mortgagee may appear in any such proceeding and participate in any such negotiations and may be represented therein by counsel of the Mortgagee's choice, all at the Mortgagor's cost and expense, and whether or not the Mortgagee shall become a party to any such proceeding or negotiations, the Mortgagor shall promptly give to the Mortgagee copies of all notices, pleadings, judgments, determinations and other papers received by the Mortgagor therein. The Mortgagor shall not enter into any agreement consenting to or acquiescing in the taking of the Property, or any part thereof, by any governmental agency or instrumentality, or other person or legal entity authorized to acquire the same in condemnation or by eminent domain unless the Mortgagee shall have first consented thereto in writing.

13.2 Any award whether paid as a result of a negotiated settlement or judgment, shall be paid to the Mortgagee (the Mortgagor hereby assigning such award to the Mortgagee), and the Mortgagee is hereby irrevocably constituted and appointed the true and lawful attorney in fact, coupled with an interest and with full power of substitution, delegation, and revocation, of the Mortgagor for such purpose and as such is duly authorized and empowered to collect and

receive the total amount of such award, including interest, and to give proper receipts and acquittances therefor.

13.3 All awards payable to the Mortgagee as a result of such taking shall, at the option of the Mortgagee, be applied to the payment and discharge of the indebtedness secured hereby in such order as the Mortgagee shall so elect or to the repair, restoration and alteration of the Property as the Mortgagee shall from time to time determine.

13.4 In the event that the Mortgagee elects to apply such award to the repair, restoration and alteration of the Property, the Mortgagor shall promptly, at the Mortgagor's own expense, repair, restore and alter the Property to the extent required as a result of such taking, or any damage occasioned thereby, so that the Property shall thereafter constitute a complete architectural unit.

ARTICLE 14

Senior or Junior Indebtedness

The Mortgagor shall not suffer or grant any mortgage or other security interest in or to any part of the Property, and the creation of any such mortgage or security interest shall constitute an Event of Default.

ARTICLE 15

Government Regulations

The Mortgagor shall promptly comply with all present and future laws, ordinances, rules, regulations, directives and other requirements of all governmental authorities whatsoever having jurisdiction over the Property or the use or occupation thereof.

ARTICLE 16

Transfer of Interest in the Property, the Mortgagor, Etc.

16.1 Except as permitted by the Loan Agreement and except for the Permitted Encumbrances and the Lease Agreement, the Mortgagor shall not suffer or permit any sale, conveyance, mortgage, pledge, hypothecation, encumbrance, lease, assignment or other transfer of the Property or any portion thereof or any interest therein without in each instance obtaining the prior written consent of the Mortgagee.

16.2 If at any time the Mortgagor is not a natural person and except as may otherwise be expressly permitted herein or in the Loan Agreement, the Mortgagor shall not suffer or permit any sale, conveyance, mortgage, pledge, hypothecation, encumbrance, lease, assignment or other transfer of any interest in the Mortgagor (whether direct or indirect, by operation of law, transfer of stock, beneficial or partnership interest or otherwise) without in each instance obtaining the prior written consent of the Mortgagee.

ARTICLE 17

Impairment of Mortgage

The Mortgagor shall not do or suffer any act or thing to be done, or omit to do any act or thing, if such act or thing, or such forbearance or omission, would impair the security of the payment of the indebtedness secured hereby or the lien of this Mortgage.

ARTICLE 18

Inspection and Additional Rights of Mortgagee

18.1 The Mortgagor shall permit the Mortgagee, and the Mortgagee's officers, agents and servants, to enter upon the Property at all reasonable times to view and inspect the same, subject to the rights of tenants under approved leases.

18.2 Mortgagor agrees that Mortgagee, at its option and without any obligation to do so, (a) may employ attorneys, experts, arbitrators, investigators, contractors, repairmen, appraisers, and surveyors, (b) may incur costs, expenses and fees therefor, and/or (c) may appear in any suit, administrative or regulatory hearing or proceeding, and/or litigate any matter, whether as party plaintiff, defendant, intervenor, appellant, appellee or otherwise, including but not limited to eminent domain proceedings, bankruptcy proceedings, partition suits, or any other legal proceedings affecting the Property, this instrument, and/or any instruments relating thereto, or the interest, rights or obligations of Mortgagor and/or Mortgagee associated therewith, in order to maintain, enforce or ensure compliance with any and all provisions of this instrument and/or any instruments relating hereto and/or in order to protect, preserve or maintain the Property and/or the rights or interests of Mortgagee therewith, and/or in order to collect or attempt to collect, the debt(s) and/or obligations associated herewith or relating hereto.

18.3 Mortgagee shall have the right to make or arrange to be made entries upon the Property and inspections of the construction in progress. Should Mortgagee determine that Mortgagor is failing to perform such construction in a timely and workmanlike manner, Mortgagee shall have the right, but not the obligation, to take charge of and proceed with the construction at the expense of Mortgagor after first affording Mortgagor a reasonable opportunity to continue the construction in a manner agreeable to Mortgagee.

ARTICLE 19

Collection Costs

19.1 The Mortgagor agrees, by execution hereof, to pay all reasonable costs, charges and expenses, including, without limitation, reasonable attorneys' fees and expenses, heretofore or hereafter incurred by the Mortgagee in connection with this Mortgage, the Note and the other Loan Documents and any amendments or supplements hereto or thereto, and any other documents executed herewith or pursuant hereto or any interpretation, enforcement or other question arising under any such document or in connection with the enforcement of the Mortgagee's rights hereunder or under the Note or the other Loan Documents in the event of a default hereunder or thereunder.

19.2 Without limiting the generality of the foregoing, the Mortgagor further agrees that in the event that the indebtedness secured by this Mortgage, or any part thereof, is collected by suit or action, or this Mortgage be foreclosed, or in the event said Indebtedness or Mortgage is put into the hands of an attorney for collection, suit, action or foreclosure, or in the

event of the foreclosure of any Mortgage prior to or subsequent to this Mortgage, in which proceeding the Mortgagee becomes or is made a party, or in the event of the bankruptcy of the Mortgagor, or a receivership or an assignment by the Mortgagor for the benefit of creditors, the Mortgagor agrees to pay all costs and expenses of collection, reasonable attorneys' fees and expenses including attorneys' fees and expenses for all appellate proceedings involved therein, and all other costs and expenses incurred by Mortgagee in connection with any such proceedings and enforcement of Mortgagee's rights or protection of Mortgagee's interests; the payment of which costs, charges, fees and expenses shall be due and payable at once, shall be secured hereby, and may be recovered in any suit or action hereupon or hereunder.

19.3 The Mortgagor shall pay any stamp or indebtedness taxes or any fees imposed by any governmental authority with respect to the execution, recordation, assignment or discharge of this Mortgage, the Note or the other Loan Documents, or any other instrument executed and delivered or assigned to the Mortgagee in connection with this Mortgage or the indebtedness secured hereby.

ARTICLE 20

Events of Default

20.1 Default. To the extent that any Event of Default or remedies provision in this Mortgage is inconsistent with the Loan Agreement, the Loan Agreement shall control; provided, however, that Alabama law and the provisions of this Mortgage shall control with respect to any Alabama-specific Events of Default or remedies provisions in this Mortgage, such as the foreclosure provisions. The remedies set forth in this Mortgage are subject to the applicable provisions of the Loan Agreement, including any applicable notice provisions and grace period. The occurrence of any one or more of the following events shall, in addition to constitute an event of default ("Event of Default") under this Mortgage:

(a) Any representation or warranty made in this Mortgage or in any of the other Loan Documents shall prove to be false or misleading in any material respect as of the time made;

(b) Any report, certificate, financial statement or other instrument furnished in connection with the Loan, this Mortgage or any of the other Loan Documents, shall prove to be false or misleading in any material respect as of the time furnished;

(c) Default shall be made in the payment when due of any of the Indebtedness, after giving effect to any applicable notice and cure periods under the Loan Documents;

(d) Default shall be made in the due observance or performance of any covenant, condition or agreement on the part of the Mortgagor to be observed or performed pursuant to the terms of this Mortgage;

(e) Any default or Event of Default, as therein defined, shall occur under any of the other Loan Documents (after giving effect to any applicable notice and cure periods provided therein);

(f) There shall have occurred any uninsured material loss, theft, damage, or destruction to any of the Property in excess of \$50,000.00, or any judgment shall have been entered against the Mortgagor or any lien shall have been filed against, or any levy, seizure or attachment made of or on the Property; or

(g) the institution of foreclosure proceedings against the Property upon any other lien or claim, whether alleged to be superior or junior to the security title and lien created by this Mortgage.

ARTICLE 21

Amendments, Waivers, Etc.

21.1 No change, amendment, modification, cancellation or discharge of this Mortgage, or any part hereof, shall be valid unless in writing and signed by the parties to be charged therewith or their respective successors and assigns.

21.2 No waiver, forbearance, extension of time or other indulgence shown by the Mortgagee to the Mortgagor or to any person now or hereafter interested herein or in the Property, the Note or any of the other Loan Documents with respect to any, or any combination of, conditions, covenants or agreements on the part of the Mortgagor to be performed or observed as set forth or referred to herein or in the Note or any of the other Loan Documents, shall affect the right of the Mortgagee thereafter to require performance or observance of the same or any other condition, covenant or agreement.

ARTICLE 22

Mortgagee Appointed Attorney

The Mortgagee shall be and is hereby authorized and empowered, for and in the name or names and on behalf of the Mortgagor and/or the Mortgagee, and shall be and is hereby irrevocably made, constituted and appointed the Mortgagor's true and lawful attorney in fact, coupled with an interest and with full power of substitution, delegation and revocation, to do the following:

22.1 In the event of foreclosure of this Mortgage or any transfer of title to the Property to a third-party purchaser pursuant to the powers hereinafter granted the Mortgagee, to surrender up the policies of insurance covering the Property and to collect any amounts due thereunder or, at the Mortgagee's option, to transfer the Mortgagee's right, title and interest in and to said policies and the proceeds thereof to any purchaser of the Property without obligation to account therefor to any person claiming title to the Property; provided, however, that any amounts received by the Mortgagee under said policies by way of refunds, dividends or otherwise, as aforesaid, shall be applied to the payment of the indebtedness secured hereby, and any surplus shall be paid over as a surplus on foreclosure;

22.2 In the event of the sale of the Property pursuant to the power of sale hereinafter granted, to sell, by and through the Mortgagee or otherwise, subject to this Mortgage, all parcels which comprise the Property, notwithstanding the fact that the proceeds of such sale may exceed the amount then secured hereby;

22.3 To cause the assignment to the Mortgagee of any lease, license, concession, occupancy or other tenancy agreement with respect to the Property which has not been so assigned by the Mortgagor after request therefor from the Mortgagee;

22.4 In any action or other proceeding with respect to the Property in which the Mortgagee shall become a party or which may affect any rights of the Mortgagee hereunder with respect to the Property or the lien of this Mortgage thereon, to appear, prosecute, defend, intervene and retain counsel in such action or proceeding and to take such other and further action in connection therewith as the Mortgagee or the Mortgagee's successors or assigns shall deem advisable; and the costs thereof (including attorneys' fees and all applicable statutory costs, allowances and disbursements), with interest from the time of payment at the rate or rates as approved in the Note, shall be due from and payable by the Mortgagor to the Mortgagee on demand, shall be a lien on the Property, prior to any right or title to, interest in or claim upon the Property attaching or accruing subsequent to the lien of this Mortgage, shall be added to the indebtedness of the Mortgagor to the Mortgagee and shall be secured by this Mortgage; and

22.5 Upon the occurrence of any Event of Default hereunder, to seek the immediate appointment by any court of competent jurisdiction of a receiver for the Property and the business of the Mortgagor in connection therewith and of the rents and profits arising therefrom which receiver shall be entitled to immediate possession of the entire Property, whether or not occupied by the Mortgagor. The Mortgagee shall be entitled to the appointment of such a receiver as a matter of right without consideration of the value of the Property or other security for the amounts due the Mortgagee or the solvency of any person or corporation liable for the payment of such amounts. If the Mortgagor is then in possession of the Property or any portion thereof, the Mortgagor shall immediately, upon the appointment of such receiver, vacate the Property or such portion thereof, as the case may be, or pay a reasonable rental for the use thereof, during such receivership, to be agreed upon between said receiver and the Mortgagor or to be fixed by the court in which said receiver shall have been appointed; and the relationship between said receiver and the Mortgagor shall be that of landlord and tenant.

ARTICLE 23

Mortgagee's Rights Upon Default

Upon the occurrence of any Event of Default hereunder, the Mortgagee shall have the right, forthwith, at the Mortgagee's election, by and through the Mortgagee or otherwise, to exercise any and all rights and remedies granted to the Mortgagee under this Mortgage, the Note or any of the other Loan Documents or otherwise available to the Mortgagee at law or in equity, all of which rights and remedies shall be cumulative and not exclusive, but in all instances subject to the applicable provisions of the Loan Agreement, and which shall include, without limitation, the following:

23.1 The Mortgagee shall have the right forthwith, at the Mortgagee's election, by and through the Mortgagee or otherwise, to declare the entire indebtedness of the Mortgagor under the Note immediately due and payable.

23.2 The Mortgagee shall have the right, forthwith, at the Mortgagee's election, by and through the Mortgagee or otherwise, and without further notice or demand and without the commencement of any action to foreclose this Mortgage, to enter immediately upon and take

possession of the Property without further consent or assignment by the Mortgagor, with the right to lease the Property, or any part thereof, and to collect and receive all of the rents, issues and profits, and all other amounts past due, due or to become due to the Mortgagor by reason of the Mortgagor's ownership of the Property, and to apply the same, after the payment of all necessary charges and expenses in connection with the operation of the Property (including any managing agent's commission, at the option of the Mortgagee), on account of interest and principal amortization under the Note, taxes, payments in lieu of taxes, water and sewer charges, assessments and insurance premiums with respect to the Property, and any advance made by the Mortgagee for Improvements, alterations or repairs to the Property or on account of any other indebtedness hereby secured. The Mortgagor hereby irrevocably appoints the Mortgagee as the Mortgagor's attorney-in-fact to institute summary proceedings against any tenant, licensee, concessionaire or other occupant of any portion of the Property who shall fail to comply with the provisions of any covenant, agreement or condition applicable to the possession or occupancy of the Property by such tenant, licensee, concessionaire or other occupant. If the Mortgagor or any other person claiming by, through or under the Mortgagor is occupying all or any part of the Property, it is hereby agreed that the Mortgagor and each such other person shall, at the option of the Mortgagee, either immediately surrender possession of the Property to the Mortgagee and vacate the part of the Property so occupied or pay a reasonable rental for the use thereof, monthly in advance, to the Mortgagee.

23.3 The Mortgagee shall have the right forthwith, at the Mortgagee's election, by and through the Mortgagee or otherwise, to sell or offer for sale the Property in such portions, order and parcels as the Mortgagee may determine, with or without having first taken possession of same, at public auction for cash or cash equivalent, including, without limitation, for certified checks, bank drafts, wire transfer funds, cashier checks and any other method of payment which, in the sole discretion of the Mortgagee, is "cash equivalent", to the highest and best bidder during legal hours of sale, at the main entrance of the county courthouse of the county in which the land is situated, after having advertised and given notice of said sale, giving the time, place and terms thereof, together with a description of the land according to the laws of the State of Alabama governing sales of land under mortgages in force at the time the publication of said notice has begun. If the land is situated in two or more counties or in two judicial districts of the same county, then the Mortgagee shall have power, in case the Mortgagee is directed to foreclose under this Mortgage, to select in which county the sale of all the Property shall be made, and the selection shall be binding upon the Mortgagor and the Mortgagee and all persons claiming through or under them, whether by contract or by law. The Mortgagee shall may sell the Property in parcels or as a whole as the Mortgagee may deem best. The Mortgagee shall have full power to conduct any sale through an agent appointed by the Mortgagee for the purpose, but said appointment of agent need not be recorded. At any such sale: (i) the Mortgagee shall not be required to have physically present, or to have constructive possession of, the Property (the Mortgagor hereby covenanting and agreeing to deliver to the Mortgagee any portion of the Property not actually or constructively possessed by the Mortgagee immediately upon demand by the Mortgagee) and the title to and right of possession of any such Property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale; (ii) the Mortgagee may, from time to time, adjourn said sale to a later date without readvertising, by giving notice of the time and place of such continued sale at the time when and where the Mortgagee shall make such adjournment; (iii) each and every recital contained in any instrument of conveyance made by the Mortgagee shall conclusively establish the truth and accuracy of the matters recited therein,

including, without limitation, nonpayment of the indebtedness secured by this Mortgage, advertisement and conduct of such sale in the manner provided herein and otherwise by law and by appointment of any successor Mortgagee hereunder; (iv) any and all prerequisites to the validity of such sale shall be conclusively presumed to have been performed; (v) the receipt of the Mortgagee or of such other party making the sale shall be a sufficient discharge to the purchaser for its or his purchase money and no such purchaser, or its or his assigns, successors or personal representatives, shall thereafter be obligated to see to the application of such purchase money or be in any way answerable for any loss, misapplication or nonapplication thereof; (vi) the Mortgagor shall be completely and irrevocably divested of all of the Mortgagor's right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against the Mortgagor, and against any and all other persons claiming or to claim the Property sold or any part thereof; (vii) the Mortgagee may be a purchaser at any such sale and may bid by credit to the secured indebtedness instead of paying by cash or cash equivalents; and (viii) and the Mortgagee, in the Mortgagee's own name or as the attorney of the Mortgagor (the Mortgagee being for that purpose by this Mortgage duly and irrevocably authorized and appointed as the Mortgagor's agent and attorney in fact, coupled with an interest and with full power of substitution, delegation and revocation) to make, execute, acknowledge and deliver to the purchaser or purchasers thereof a good and sufficient deed or deeds of the Property in fee simple and to receive the proceeds of such sale or sales.

Should the Property be sold in one or more parcels as permitted herein, the right of sale arising out of any Event of Default shall not be exhausted by any one or more such sales, but other and successive sales may be made until all of the Property has been sold or until the indebtedness secured by this Mortgage has fully satisfied.

The Mortgagor hereby irrevocably and unconditionally waives and releases: (i) all benefits that might accrue to the Mortgagor by virtue of any present or future law exempting the Property from attachment, levy or sale or execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment; (ii) all notices of any Event of Default or of the Mortgagee's exercise of any right, remedy or recourse provided for hereunder or under any of the other Loan Documents; and (iii) any right to a marshalling of assets or a sale in inverse order of alienation.

23.4 In case the Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under any of the other Loan Documents and shall thereafter elect to discontinue or abandon same for any reason, the Mortgagee shall have the unqualified right so to do and, in such event, the Mortgagor and the Mortgagee shall be restored to their former positions with respect to the indebtedness secured hereby, this Mortgage, the Loan Documents, the Property and otherwise, and the rights, remedies, recourses and powers of the Mortgagee shall continue as if same had never been invoked.

ARTICLE 24

Mortgagee's Rights to Release and Negotiate

24.1 Without affecting the liability of the Mortgagor, or any other person (except any person expressly released in writing), for payment of the indebtedness hereby secured or for the performance of any obligations set forth or referred to in this Mortgage, the Note or any of the

other Loan Documents, and without affecting any lien or other security not expressly released in writing, the Mortgagee at any time, and from time to time, either before or after maturity of the Note, and without notice or consent, may:

- (a) Release any person liable for payment of any of said indebtedness or for the performance of any of said obligations;
- (b) Make any agreement extending the time, or otherwise altering the terms of payment of said indebtedness, or modifying or waiving any of said obligations, or subordinating, modifying or otherwise dealing with the lien securing payment of the Note;
- (c) Exercise or refrain from exercising or waive any right the Mortgagee may have;
- (d) Accept additional security of any kind; or
- (e) Release or otherwise deal with any property, real or personal, securing said indebtedness, including all or any part of the Property.

24.2 All payments on the indebtedness hereby secured, and all proceeds from foreclosure sales, shall be applied as determined by the Mortgagee from time to time in accordance with the applicable terms of the Loan Agreement.

ARTICLE 25

Protection of Security

At any time and from time to time until payment of the indebtedness secured hereby and upon request of the Mortgagee, the Mortgagor will promptly execute, have notarized and deliver to the Mortgagee such additional instruments as the Mortgagee may reasonably require to evidence further the lien of this Mortgage and to protect further the security position of the Mortgagee with respect to the Property, including, without limitation, amendments of or supplements to this Mortgage, additional security agreements, financing statements, continuation statements and the like.

ARTICLE 26

Security Agreement

26.1 It is the intent of the Mortgagor and the Mortgagee that, in addition to being a Mortgage of real property, this instrument shall constitute a security agreement within the meaning of the Uniform Commercial Code (as from time to time in effect in the State of Alabama, the "Code") with respect to all fixtures and personal property described herein and all replacements thereof, substitutions therefor, additions thereto and proceeds thereof (said property being sometimes hereinafter referred to as the "Collateral"), and that a security interest shall attach thereto for the benefit of the Mortgagee to secure the indebtedness evidenced by the Note and all other obligations secured by this Mortgage, and all other sums and charges which may become due hereunder or thereunder.

26.2 The Mortgagor warrants and covenants as follows:

(a) No financing statement covering any of the Collateral or any proceeds thereof that has not been terminated contemporaneously herewith is on file in any public office, other than financing statements with respect to the security interest granted hereby; and except for the security interest granted hereby the Mortgagor is, or upon acquiring rights in any of the Collateral will be, the owner of the Collateral free from any other lien, security interest or encumbrance; and the Mortgagor shall defend the security interest of the Mortgagee in the Collateral against claims and demands of all persons at any time claiming the same or any interest therein; and

(b) The Mortgagor hereby authorizes the Mortgagee to from time to time file such financing and continuation statements and amendments thereto pursuant to the Code in form satisfactory to the Mortgagee and shall pay the costs of filing or recording the same in all public offices wherever filing or recording is deemed by the Mortgagee to be necessary or desirable, and Mortgagor hereby further authorizes the Mortgagee to sign such financing and continuation statements and amendments on behalf of the Mortgagor if Mortgagor's signature is required by applicable law (the Mortgagee being for such purposes by this instrument duly and irrevocably appointed as the Mortgagor's agent and attorney-in-fact, coupled with an interest and with full power of substitution, delegation and revocation).

26.3 Upon the occurrence of an Event of Default under this Mortgage, the Mortgagee, pursuant to the Code, shall have the right, at the Mortgagee's option, by and through the Mortgagee or otherwise:

(a) To proceed as to both the real and personal property covered by this Mortgage in accordance with the Mortgagee's rights and remedies in respect of said real property, in which event (i) the provisions of the Code otherwise applicable to sale of the Collateral shall not apply, and (ii) the sale of the Collateral in conjunction with and as one parcel with said real estate (or any portion thereof) shall be deemed to be a commercially reasonable manner of sale; or

(b) To proceed as to the Collateral separately from the land and the Improvements located thereon, in which event the requirement of reasonable notice shall be met by mailing notice of the sale, postage prepaid, to the Mortgagor or any other person entitled thereto at least ten (10) days before the time of the sale or other disposition of any of the Collateral.

26.4 The Collateral shall be kept at the land referred to on Exhibit A attached hereto, and until installed will be suitably and safely stored thereon.

26.5 The Mortgagor shall not remove or permit to be removed from the land referred to on Exhibit A attached hereto any of the Collateral without the prior written consent of the Mortgagee.

ARTICLE 27
Certain Environmental Matters

27.1 Mortgagor represents and warrants to Mortgagee that Mortgagor, to Mortgagor's knowledge with respect to the Property: (a) has not stored or disposed of, and shall not store or dispose of, any Hazardous Substances on the Property except in compliance with Environmental Laws, (b) has not failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (c) is not, nor has Mortgagor become, subject to any Environmental Liability, (d) has not received any notice of any claim with respect to any Environmental Liability, or (e) knows of no basis for any Environmental Liability.

27.2 Mortgagor covenants and agrees to: (a) at all times maintain (or cause to be maintained) the Property in compliance with all applicable Environmental Laws and free of any Hazardous Substances except in compliance with all applicable Environmental Laws; (b) comply with all laws, rules, regulations and requirements of any Governmental Authority applicable to its business and properties, including without limitation, all Environmental Laws, ERISA, and the Occupational Safety and Health Act of 1970, as amended ("OSHA"); (c) pay, perform or otherwise satisfy any fine, charge, penalty, fee, damage, order, judgment, decree or imposition related thereto which, if unpaid, would constitute a lien on the Property, unless (i) the validity thereof shall be contested diligently and in good faith by appropriate proceedings and with counsel reasonably satisfactory to Mortgagee and (ii) so long as Mortgagor shall at all times have deposited with Mortgagee, or posted a bond satisfactory to Mortgagee in, a sum equal to the amount necessary (in the reasonable discretion of Mortgagee) to comply with such order or directive (including, but not limited to, the amount of any fine, penalty, interest or cost that may become due thereon by reason of or during such contest); provided, however, that Mortgagee shall be subrogated to the rights of the payee of such amount upon payment in full with respect to such fine, charge, or any portion thereof; (d) take all appropriate response actions, including any removal or remedial actions, in the event of a release, emission, discharge, or disposal of any Hazardous Substances in, on, under or from the Property necessary in order for the Property to be or remain in compliance with all Environmental Laws; (e) upon request of Mortgagee, to permit Mortgagee, including its officers, agents, employees, contractors and representatives, to enter and inspect the Property for purposes of conducting an environmental assessment; and (f) upon the request of Mortgagee, and at Mortgagor's expense, to cause to be prepared for the Property such site assessment reports, including, without limitation, engineering studies, historical reviews and testing, as may be reasonably requested from time to time by Mortgagee.

27.3 Mortgagor agrees to furnish to Mortgagee prompt written notice of the following with respect to the Property: (a) any change in the nature or extent of Hazardous Substances maintained on or with respect to the Property; or (b) the occurrence of any event or any other development by which Mortgagor (i) fails to comply with any Environmental Law, (ii) fails to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (iii) becomes subject to any Environmental Liability, (iv) receives notice of any claim with respect to any Environmental Liability, or (v) becomes aware of any basis for any Environmental Liability.

27.4 In addition to any other indemnifications herein or pursuant to any other agreement with Mortgagee, the Mortgagor shall indemnify Mortgagee, its parent, subsidiaries and its affiliates, as well as their respective shareholders, directors, officers, employees, agents, successors and assigns or (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities, penalties, fines, costs and expenses of any kind or nature (including the fees, charges and disbursements of any counsel for any Indemnitee and all fees and time charges and disbursements for attorneys who may be employees of any Indemnitee) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by Mortgagor or any maker, endorser, surety or guarantor of any of the Indebtedness (herein, "Obligor") arising out of, in connection with, or as a result of (i) any actual or alleged presence or release of Hazardous Substances on or from, or migrating to or from, the Property, or any actual or alleged Environmental Liability related in any way to Mortgagor, the Property or any other collateral securing the Indebtedness, (ii) any breach of any representation, warranty or covenant contained herein, or (iii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, all whether based on contract, tort or any other theory, whether brought by a third party or by Mortgagor or any Obligor, and regardless of whether any Indemnitee is a party thereto, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

27.5 The terms "Environmental Laws", "Environmental Liability" and "Hazardous Substances" as used herein shall have the following meanings:

(a) "Environmental Laws" shall mean any and all federal, state and local laws, statutes, ordinances, rules, regulations, permits, licenses, approvals, rules of common law and orders of courts or any governmental authority, relating to the protection of human health or occupational safety or the environment, now or hereafter in effect and in each case as amended from time to time, including, without limitation, requirements pertaining to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation, handling, reporting, licensing, permitting, investigation or remediation of Hazardous Substances, including, without limitation, the following federal laws: the Resource Conservation Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, the Superfund Amendments and Reauthorization Act, the Toxic Substances Control Act, the Hazardous Materials Transportation Act, the Clean Air Act, and the Clean Water Act, and similar laws of the State of Alabama;

(b) "Environmental Liability" shall mean any liability, contingent or otherwise (including any liability for damages, costs of environmental investigation and remediation, costs of administrative oversight, fines, natural resource damages, penalties or indemnities) directly or indirectly resulting from or based upon (i) any actual or alleged violation of any Environmental Law, (ii) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Substances, (iii) any actual or alleged exposure to any Hazardous Substances, (iv) the release or threatened release of any Hazardous Substances or (v) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing; and

(c) "Hazardous Substances" shall mean any substances or materials (i) that are or become defined as hazardous wastes, hazardous substances, pollutants, contaminants or toxic substances under any applicable Environmental Law, (ii) that are defined by any applicable Environmental Law as toxic, explosive, corrosive, ignitable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous (iii) the presence of which require investigation, removal, remediation or any other response of any kind under any applicable Environmental Law or causes or threatens to cause a nuisance upon any property of a Mortgagor or to any adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about any such property, (iv) that consist of underground or aboveground storage tanks, whether empty, filled or partially filled with any substance, or (v) that contain, without limitation, asbestos, polychlorinated biphenyls, urea formaldehyde foam insulation, petroleum hydrocarbons, petroleum derived substances or wastes, crude oil, nuclear fuel, natural gas, synthetic gas, radon gas, radioactive materials, or isotopes.

27.6 The provisions of this Article are in addition to and supplement any other representations, warranties, covenants, indemnifications and other provisions contained in this Mortgage or any other Loan Documents.

ARTICLE 28

Notices

All notices, requests, demands, consents or other communications given hereunder or in connection herewith shall be given in accordance with the notice requirements as set forth in the Loan Agreement.

ARTICLE 29

Performance by the Mortgagee

In the event that the Mortgagor fails to perform any covenant, duty or agreement of the Mortgagor contained in this Mortgage, the Note or any of the other Loan Documents in accordance with the terms thereof, the Mortgagee may, at its option, perform, or attempt to perform, such covenant, duty or agreement on behalf of the Mortgagor. In such event, the Mortgagor shall, at the request of the Mortgagee, promptly pay any reasonable amount expended by the Mortgagee in such performance or attempted performance to the Mortgagee, together with interest thereon from the date of such payment at the rate or rates provided in the Note and until so paid by the Mortgagor, all sums so expended by the Mortgagee, and the interest thereon, shall be added to and secured by the lien of this Mortgage.

ARTICLE 30

[RESERVED]

ARTICLE 31

INDEMNITY

31.1 IN ADDITION TO ALL OTHER INDEMNIFICATIONS HEREIN, MORTGAGOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS MORTGAGEE

AND MORTGAGEE, THEIR PARENTS, SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGE, LOSS, COST, OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES), ACTION, CAUSE OF ACTION, PROCEEDING, CLAIM OR DISPUTE INCURRED OR SUFFERED BY MORTGAGEE OR MORTGAGEE, WHETHER VOLUNTARILY OR INVOLUNTARILY INCURRED OR SUFFERED, IN RESPECT OF THE FOLLOWING:

(a) ANY LITIGATION CONCERNING THIS MORTGAGE, THE OTHER LOAN DOCUMENTS OR THE PROPERTY, OR ANY INTEREST OF MORTGAGOR OR MORTGAGEE THEREIN, OR THE RIGHT OF OCCUPANCY THEREOF BY MORTGAGOR OR MORTGAGEE, WHETHER OR NOT ANY SUCH LITIGATION IS PROSECUTED TO A FINAL, NON-APPEALABLE JUDGMENT;

(b) ANY DISPUTE, INCLUDING DISPUTES AS TO THE DISBURSEMENT OF PROCEEDS OF THE NOTE NOT YET DISBURSED, AMONG OR BETWEEN ANY OF THE CONSTITUENT PARTIES OR OTHER PARTNERS OR VENTURERS OF MORTGAGOR IF MORTGAGOR IS A GENERAL OR LIMITED PARTNERSHIP, OR AMONG OR BETWEEN ANY EMPLOYEES, OFFICERS, DIRECTORS OR SHAREHOLDERS OF MORTGAGOR IF MORTGAGOR IS A CORPORATION, OR AMONG OR BETWEEN ANY MEMBERS, MORTGAGEES OR OTHER RESPONSIBLE PARTIES IF MORTGAGOR IS A LIMITED LIABILITY COMPANY, ASSOCIATION, TRUST OR OTHER ENTITY;

(c) ANY ACTION TAKEN OR NOT TAKEN BY MORTGAGEE OR MORTGAGEE WHICH IS ALLOWED OR PERMITTED UNDER THIS MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS RELATING TO MORTGAGOR, THE PROPERTY, ANY CONSTITUENT PARTIES OR OTHERWISE IN CONNECTION WITH THE LOAN DOCUMENTS, INCLUDING WITHOUT LIMITATION, THE PROTECTION OR ENFORCEMENT OF ANY LIEN, SECURITY INTEREST, ASSIGNMENT AND/OR ENFORCEMENT OF THE ASSIGNMENT OF LEASES AND RENTS, OR OTHER RIGHT, REMEDY OR RECOURSE CREATED OR AFFORDED BY THIS MORTGAGE OR THE OTHER LOAN DOCUMENTS;

(d) THE USE, GENERATION, MANUFACTURE, PRODUCTION, STORAGE, RELEASE, THREATENED RELEASE, DISCHARGE, DISPOSAL, OR PRESENCE OF A HAZARDOUS SUBSTANCE ON, UNDER OR ABOUT THE PROPERTY, WHETHER KNOWN OR UNKNOWN AT THE TIME OF THE EXECUTION HEREOF, INCLUDING WITHOUT LIMITATION (i) ALL FORESEEABLE CONSEQUENTIAL DAMAGES OF ANY SUCH USE, GENERATION, MANUFACTURE, PRODUCTION, STORAGE, RELEASE, THREATENED RELEASE, DISCHARGE, DISPOSAL, OR PRESENCE, AND (ii) THE COSTS OF ANY REQUIRED OR NECESSARY ENVIRONMENTAL INVESTIGATION OR MONITORING, ANY REPAIR, CLEANUP, OR DETOXIFICATION OF THE PROPERTY, AND THE PREPARATION AND

IMPLEMENTATION OF ANY CLOSURE, REMEDIAL, OR OTHER REQUIRED PLANS;

(e) THE EXERCISE OF THE RIGHTS OR REMEDIES HEREUNDER, AND FROM ANY AND ALL CLAIMS AND DEMANDS WHATSOEVER WHICH MAY BE ASSERTED AGAINST THE MORTGAGEE BY REASON OF ANY ALLEGED OBLIGATIONS OR UNDERTAKINGS ON ITS PART TO PERFORM OR DISCHARGE ANY OF THE TERMS, COVENANTS, OR AGREEMENTS CONTAINED IN ANY LEASE; AND

(f) ANY ACTION BROUGHT BY MORTGAGEE OR MORTGAGEE AGAINST MORTGAGOR UNDER THIS MORTGAGE OR THE OTHER LOAN DOCUMENTS, WHETHER OR NOT SUCH ACTION IS PROSECUTED TO A FINAL, NON-APPEALABLE JUDGMENT.

MORTGAGEE MAY EMPLOY AN ATTORNEY OR ATTORNEYS TO PROTECT OR ENFORCE ITS RIGHTS, REMEDIES AND RECOURSES UNDER THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS, AND TO ADVISE AND DEFEND MORTGAGEE WITH RESPECT TO ANY SUCH ACTIONS AND OTHER MATTERS. MORTGAGOR SHALL REIMBURSE MORTGAGEE FOR ITS ATTORNEYS' FEES AND EXPENSES (INCLUDING EXPENSES AND COSTS FOR EXPERTS) IMMEDIATELY UPON RECEIPT OF A WRITTEN DEMAND THEREFOR, WHETHER ON A MONTHLY OR OTHER TIME INTERVAL, AND WHETHER OR NOT AN ACTION IS ACTUALLY COMMENCED OR CONCLUDED. ALL OTHER REIMBURSEMENT AND INDEMNITY OBLIGATIONS HEREUNDER SHALL BECOME DUE AND PAYABLE WHEN ACTUALLY INCURRED BY MORTGAGEE. ANY PAYMENTS NOT MADE WITHIN FIVE (5) DAYS AFTER WRITTEN DEMAND THEREFOR SHALL BEAR INTEREST AT THE RATE OR RATES PROVIDED IN THE NOTE FROM THE DATE OF SUCH DEMAND UNTIL FULLY PAID. THE PROVISIONS OF THIS SECTION SHALL SURVIVE REPAYMENT OF THE INDEBTEDNESS AND PERFORMANCE OF THE OBLIGATIONS SECURED HEREBY, THE RELEASE OF THE LIEN OF THIS MORTGAGE, ANY FORECLOSURE (OR ACTION IN LIEU OF FORECLOSURE) AND THE EXERCISE BY MORTGAGEE OF ANY AND ALL REMEDIES SET FORTH HEREIN OR IN THE LOAN DOCUMENTS.

ARTICLE 32

General Provisions

32.1 The Mortgagor agrees that where, by the terms of this Mortgage or the Note, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole contract.

32.2 If there be more than one Mortgagor named herein, then the obligations of each Mortgagor hereunder shall be joint and several.

32.3 The captions in this Mortgage are for convenience and reference only and do not define, limit or describe the scope of the provisions hereof.

32.4 This Mortgage shall inure to the benefit of and bind (i) the successors and assigns of the Mortgagee and (ii) the successors and assigns of the Mortgagor, as if all the aforesaid were herein mentioned whenever the parties hereto are referred to. This instrument shall be so construed that whenever applicable with reference to any of the parties hereto, the use of the singular number shall include the plural number, the use of the neuter gender with respect to the Mortgagor shall include the masculine and feminine gender, and shall likewise be so construed as applicable to and including any corporation, partnership, limited liability company or any other entity that may be a party or parties hereto.

32.5 In case any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included.

32.6 This Mortgage shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the indebtedness secured hereby is rescinded or otherwise must be returned by the Mortgagee or the Mortgagee upon the insolvency, bankruptcy or reorganization of the Mortgagor, any guarantor or otherwise, all as though such payment had not been made.

32.7 This Mortgage represents the final, entire agreement between the parties with respect to the subject matter hereof. No course of dealing, course of performance, usage of trade or evidence of any prior, contemporaneous or subsequent oral agreements or discussions or other extrinsic evidence of any nature shall be used to contradict, vary, supplement or modify any term of this Mortgage. There are no oral agreements between the parties. The provisions hereof may be amended or waived only by an instrument in writing signed by the Mortgagor and Mortgagee.

32.8 This Mortgage shall be construed in accordance with and governed by the internal laws of the State of Alabama (without regard to conflict of law principles) except as required by mandatory provisions of law. Mortgagor acknowledges that Pinnacle Bank is a Tennessee state bank.

32.9 MORTGAGOR HEREBY IRREVOCABLY SUBMITS AND CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT IN ALABAMA LOCATED IN JEFFERSON COUNTY, ALABAMA, AND AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS MORTGAGE SHALL BE LITIGATED ONLY IN ONE OF THE FOREGOING DESCRIBED COURTS. MORTGAGOR, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS AND ANY PERSON CLAIMING UNDER OR THROUGH ANY OF THEM, HEREBY KNOWINGLY WAIVES ANY AND ALL RIGHTS TO HAVE THE JURISDICTION AND VENUE OF, AND ANY LITIGATION ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, OR RELATED TO OR FROM THIS MORTGAGE IN ANY OTHER COURT, AND MORTGAGOR HEREBY KNOWINGLY WAIVES ANY AND ALL RIGHTS OR TO TRANSFER, DISMISS, OR CHANGE VENUE TO, TO REMOVE AN ACTION TO, OR TO TRANSFER, DISMISS, OR CHANGE VENUE TO

ANY OTHER COURT. MORTGAGOR FURTHER ACKNOWLEDGES AND AGREES THAT NEITHER MORTGAGEE NOR ANY PERSON ACTING ON BEHALF OF MORTGAGEE HAS IN ANY WAY AGREED WITH OR REPRESENTED TO MORTGAGOR THAT THE PROVISIONS OF THIS SECTION HAVE BEEN WAIVED OR WILL NOT BE FULLY ENFORCED BY MORTGAGEE.

32.10 WAIVER OF JURY TRIAL. MORTGAGOR KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS MORTGAGOR MAY HAVE TO TRIAL BY JURY IN ANY LEGAL PROCEEDING BASED ON, ARISING OUT OF, OR IN ANY WAY RELATED TO: THIS MORTGAGE; THE INDEBTEDNESS; ANY NOTES, LOAN AGREEMENTS, OR ANY OTHER LOAN DOCUMENTS OR AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH ANY OF THE INDEBTEDNESS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. THIS JURY WAIVER ALSO APPLIES TO ANY CLAIM OR, COUNTERCLAIM, CAUSE OF ACTION OR DEMAND ARISING FROM OR RELATED TO (I) ANY COURSE OF CONDUCT, COURSE OF DEALING, OR RELATIONSHIP OF MORTGAGOR, ANY OBLIGOR, OR ANY OTHER PERSON WITH MORTGAGEE OR ANY EMPLOYEE, OFFICER, DIRECTOR OR ASSIGNEE OF MORTGAGEE IN CONNECTION WITH THE INDEBTEDNESS WITH MORTGAGEE; OR (II) ANY STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON BY OR ON BEHALF OF MORTGAGEE TO MORTGAGOR, ANY OBLIGOR, OR ANY OTHER PERSON IN CONNECTION WITH THE INDEBTEDNESS OR MORTGAGEE REGARDLESS OF WHETHER SUCH CAUSE OF ACTION ARISES BY CONTRACT, TORT OR OTHERWISE. MORTGAGOR ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE MORTGAGEE IN EXTENDING CREDIT TO THE MORTGAGOR, THAT THE MORTGAGEE WOULD NOT HAVE EXTENDED SUCH CREDIT WITHOUT THIS JURY TRIAL WAIVER, AND THAT MORTGAGOR HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER. MORTGAGOR FURTHER CERTIFIES THAT NO PERSON HAS REPRESENTED TO IT, EXPRESSLY OR OTHERWISE, THAT MORTGAGEE OR ANY OTHER PERSON WOULD NOT, IN THE EVENT OF A LEGAL PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER.

ARTICLE 34 State Specific Provisions

34.1 Principles of Construction. The provisions of this Article are intended to supplement, and not limit, the other provisions of this Mortgage; provided, however, in the event of any inconsistencies between the terms and conditions of this Article and the other terms and conditions of this Mortgage, the terms and conditions of this Articles shall control and be binding.

34.2 Reserved.

34.3 Power of Sale. At the option of and upon request by Mortgagee, the Mortgagee, or the agent or successor of Mortgagee, may sell the Property or any part of the Property at one or more public sales during legal hours at any front door of the courthouse of the county in which the Land or any part of the Land is situated, at public outcry, to the highest bidder for cash or cash equivalent (including, without limitation, for certified checks, cashier checks, bank drafts, wire transfer funds and any other method of payment which, in the sole discretion of Mortgagee, is "cash equivalent"), in order to pay the obligations secured hereby and all expenses of sale and of all proceedings in connection therewith, including reasonable attorney's fees, after advertising the time, place and terms of sale at least once a week for three (3) consecutive weeks preceding the date of such sale in some newspaper published in the county in which the Land is located, or if no newspaper is printed in such county, then in a newspaper of general circulation therein, and by posting one notice of such sale at the courthouse where such sale is to be held. At any such public sale, Mortgagee may execute and deliver to the purchaser a conveyance of the Property or any part of the Property in fee simple and without warranty of title. Mortgagee shall have the right to enforce any of its remedies set forth herein without notice to Mortgagor, 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 Property may be sold as an entirety or in separate parcels and in such manner or order as Mortgagee in its sole discretion may direct, and one or more exercises of the powers herein granted shall not extinguish or exhaust such powers, until the entire Property is sold or the obligations secured hereby are paid in full. If the obligations secured hereby 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 the Mortgagee, or his agent or successors, 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 or last adjourned. Any sale or sales may be made by an agent acting for the Mortgagee and his appointment need not be in writing. Upon any foreclosure sale or sale of all or any portion of the Property under the power herein granted, Mortgagee may bid for and purchase the Property and shall be entitled to apply all or any part of the indebtedness as a credit to the purchase price. In the event the Collateral being sold by Mortgagee is subject to the provisions of the Uniform Commercial Code, the Mortgagee shall have the same authority, rights and obligation with respect to such property as to the Real Property, or the Mortgagee at its option may proceed directly with respect to the Collateral subject to the provisions of the Uniform Commercial Code. In the event the Mortgagee directs the Mortgagee to sell that portion of the Collateral which is subject to the Uniform Commercial Code, the Mortgagee may elect to sell such Property separately subject to the provisions of the Uniform Commercial Code, or the Mortgagee may sell all Property and Collateral pursuant to the provisions of this Mortgage relating to sales of the Real Property. Ten (10) Business Days prior written notice will be deemed commercially reasonable notice for sales held by Mortgagee pursuant to the Uniform Commercial Code. The Mortgagee may sell real and personal property separately or coordinate the sales in any manner deemed advisable by the Mortgagee. If the Mortgagee is proceeding to sell Collateral subject to the Uniform Commercial Code, any sale held by Mortgagee may be held in conjunction with or separate from sales held by Mortgagee. Mortgagee shall apply the proceeds of sale as directed by Mortgagee in accordance with applicable law. Mortgagor agrees to pay reasonable attorneys' fees and Mortgagee's fee for

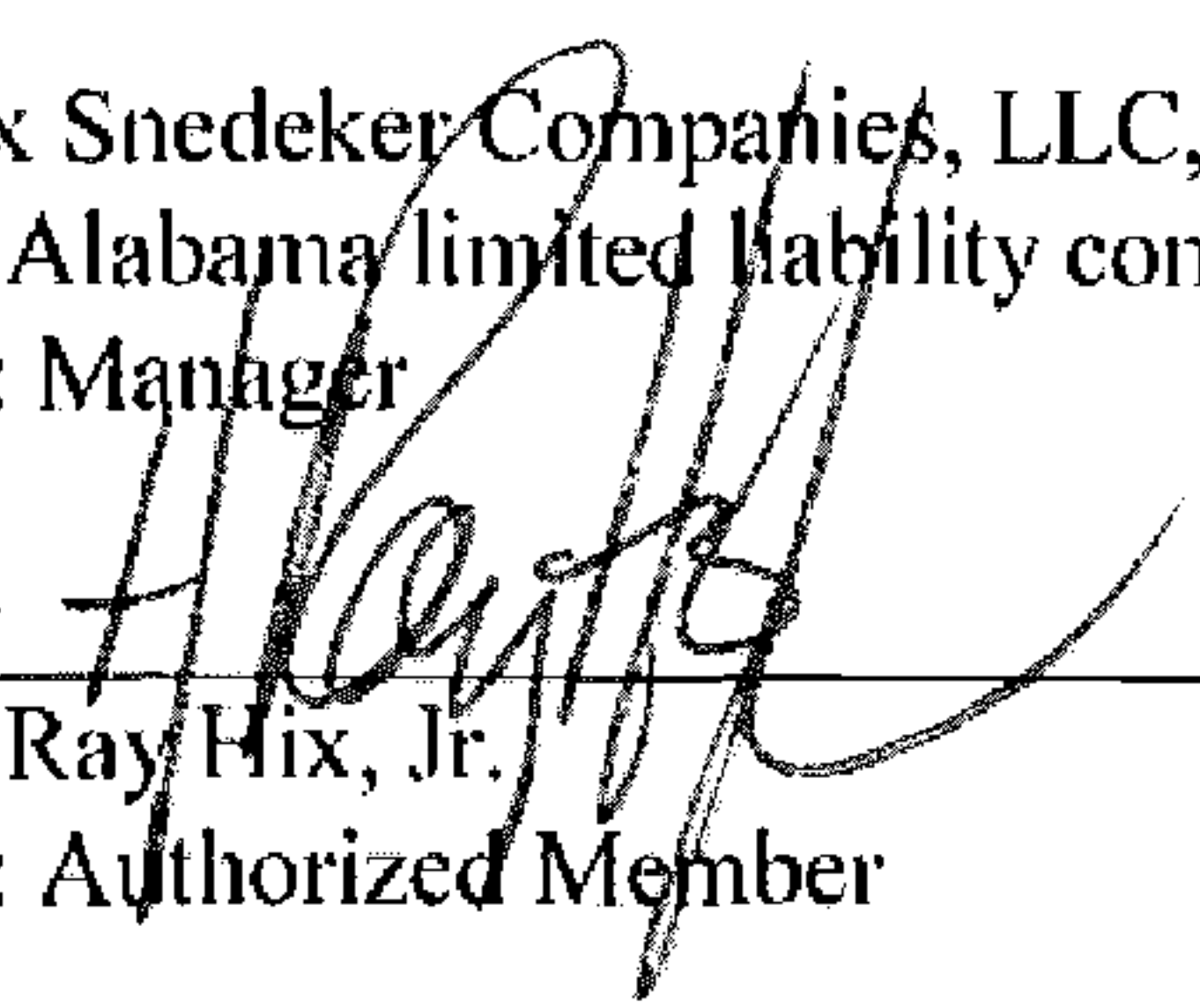
the foreclosure of this Mortgage and all costs and expenses. In the event of any such foreclosure sale or sale under the powers herein granted, Mortgagor (if Mortgagor shall remain in possession) shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over. In the event of any sale of the Property as authorized herein, 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 of the indebtedness 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. The Mortgagor hereby irrevocably and unconditionally waives and releases: (i) all benefits that might accrue to the Mortgagor by virtue of any present or future law exempting the Property from attachment, levy or sale or execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment; (ii) all notices of any Event of Default or of the Mortgagee's exercise of any right, remedy or recourse provided for hereunder or under any of the other loan documents associated herewith; and (iii) any right to a marshalling of assets or a sale in inverse order of alienation.

(Signature Page Follows)

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly executed on the date set forth in its acknowledgment(s) below, to be effective as of the date first set forth herein.

HSC COLUMBIANA, LLC,
an Alabama limited liability company

By: Hix Snedeker Companies, LLC,
an Alabama limited liability company
Its: Manager

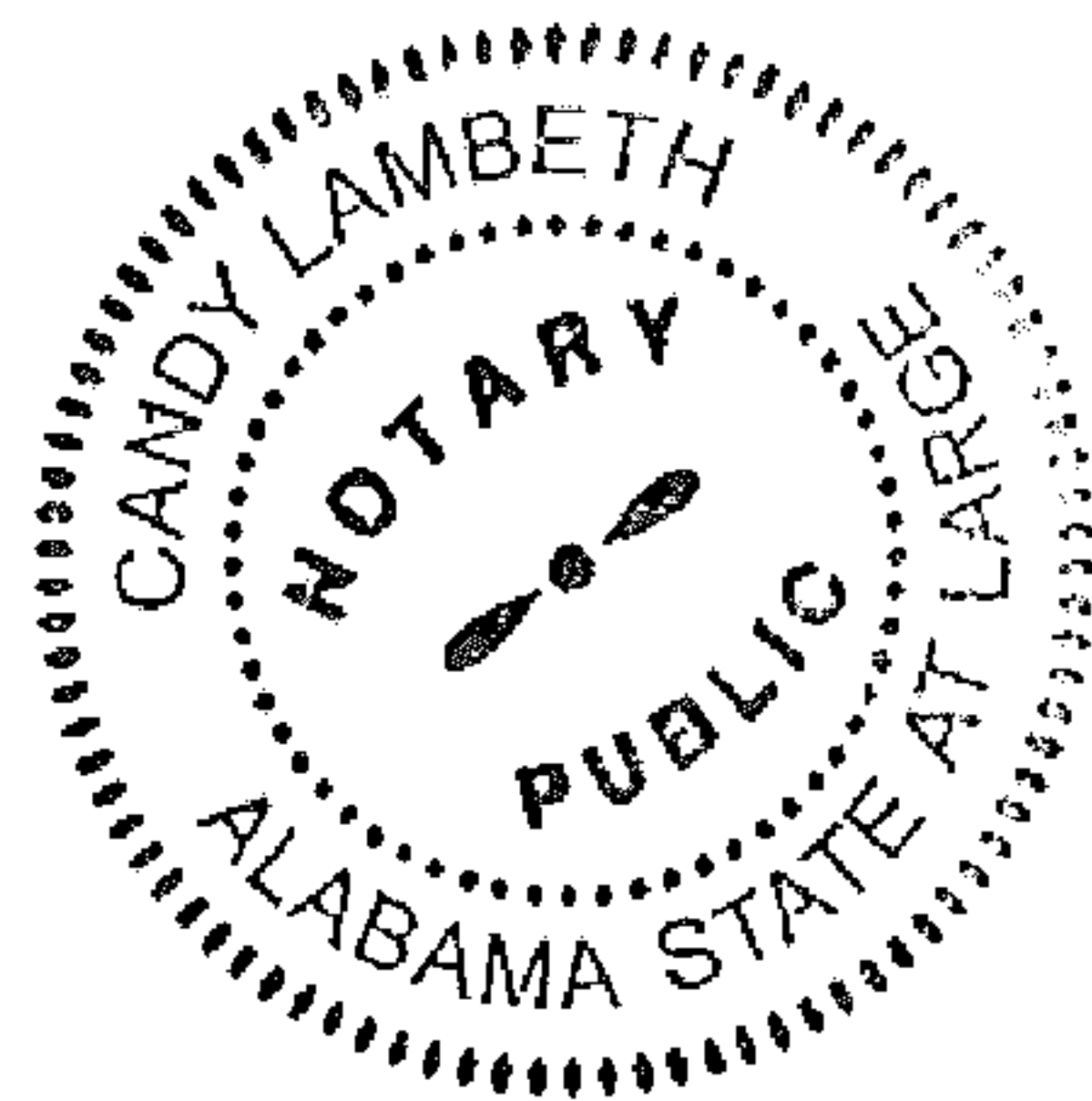
By: 
H. Ray Hix, Jr.
Its: Authorized Member

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that H. Ray Hix, Jr., whose name as Member of Hix Snedeker Companies, LLC, an Alabama limited liability company, acting in its capacity as Manager of **HSC Columbiana, LLC**, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Member, and with full authority, executed the same voluntarily for and as the act of said limited liability company, acting in its capacity as Manager of said limited liability company.

Given under my hand this the 23 day of July, 2025.

(SEAL)




Notary Public

My commission expires: 7/9/28

EXHIBIT A
Legal Description

OVERALL PARCELS 1 & 2 COMBINED:

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26 AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, ALL IN TOWNSHIP 21 SOUTH, RANGE 1 WEST, IN COLUMBIANA, SHELBY COUNTY, ALABAMA;

AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

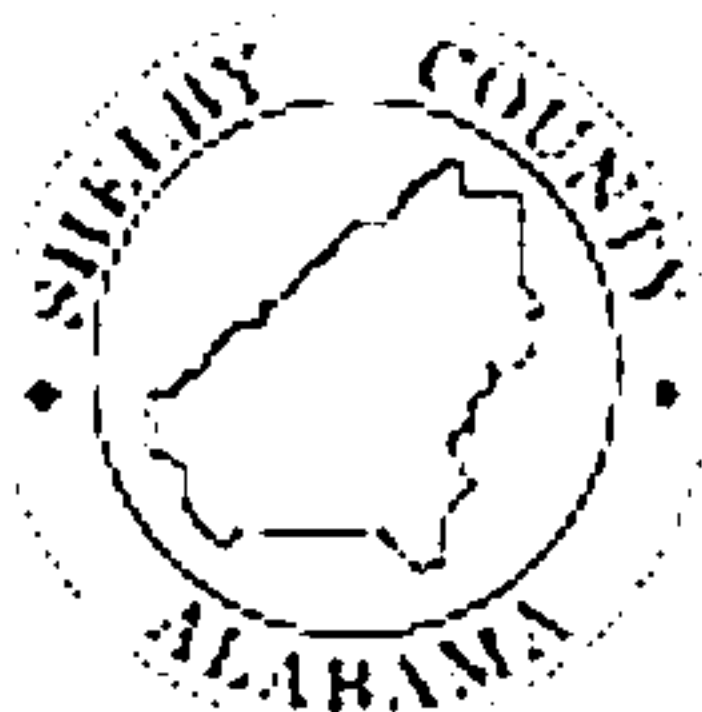
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH ALONG THE EAST LINE OF SAID SECTION 26 PROJECTED NORTHWARD A DISTANCE OF 2.82 FEET TO A 5/8" REBAR ON THE WEST RIGHT-OF-WAY LINE OF JOINER TOWN ROAD (AKA DEPOT STREET); THENCE RUN SOUTH 44°-14'-04" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 30.11 FEET TO A CAPPED REBAR (ILLEGIBLE); THENCE RUN SOUTH 51°-03'-49" WEST A DISTANCE OF 201.26 FEET TO A 5/8" REBAR; THENCE RUN NORTH 42°-49'-45" WEST A DISTANCE OF 129.87 FEET TO A CAPPED REBAR (J.A.M. 2875); THENCE RUN NORTH 51°-06'-07" EAST A DISTANCE OF 10.04 FEET; THENCE RUN NORTH 42°-40'-14" WEST A DISTANCE OF 147.31 FEET TO A CAPPED REBAR (J.A.M. 2875) ON THE SOUTHEAST RIGHT-OF-WAY LINE OF THE SOUTHERN RAILWAY RIGHT-OF-WAY; THENCE RUN SOUTH 56°-03'-31" WEST ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE A DISTANCE OF 235.48 FEET TO A CAPPED REBAR (J.A.M. 2875) AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL: THENCE RUN SOUTH 25°-58'-48" WEST A DISTANCE OF 466.98 FEET TO A CAPPED REBAR (RLS 2087); THENCE RUN SOUTH 64°-02'-38" EAST A DISTANCE OF 325.18 FEET TO A CAPPED REBAR (RLS 2087); THENCE RUN NORTH 26°-03'-58" EAST A DISTANCE OF 20.03 FEET TO A CAPPED REBAR (RLS 2087); THENCE RUN SOUTH 64°-03'-16" EAST A DISTANCE OF 328.08 FEET TO A CAPPED REBAR (WATTIER) ON THE WEST RIGHT-OF-WAY LINE OF ALABAMA HIGHWAY 25; THENCE RUN SOUTH 25°-57'-47" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 73.77 FEET TO A 3/4" IRON ROD; THENCE RUN SOUTH 85°-02'-38" WEST A DISTANCE OF 289.29 FEET TO A 1/2" REBAR; THENCE RUN SOUTH 84°-44'-54" WEST A DISTANCE OF 111.19 FEET TO A 1" OPEN TOP PIPE; THENCE RUN SOUTH 85°-05'-13" WEST A DISTANCE OF 170.17 FEET TO A 3/4" IRON ROD; THENCE RUN SOUTH 11°-47'-16" EAST A DISTANCE OF 220.02 FEET TO A 3/4" IRON ROD ON THE NORTH RIGHT-OF-WAY LINE OF ALABAMA HIGHWAY 70; THENCE RUN SOUTH 81°-31'-44" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 88.80 FEET TO A CAPPED REBAR (WATTIER) AT THE SOUTHEAST CORNER OF LOT 1, BROADWAY - COLLEGE STREET, AS RECORDED IN MAP BOOK 46, PAGE 47 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 11°-45'-32" WEST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 216.41 FEET TO A CAPPED REBAR (WATTIER) AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE RUN SOUTH 79°-12'-02" WEST A DISTANCE OF 91.39 FEET TO A 1" OPEN TOP PIPE; THENCE RUN

SOUTH 76°-09'-33" WEST A DISTANCE A DISTANCE OF 171.01 FEET TO A 5/8" REBAR; THENCE RUN SOUTH 78°-04'-37" WEST A DISTANCE OF 85.59 FEET TO A 5/8" REBAR ON THE EAST LINE OF LOT 15, COLUMBIANA HOMES INC., AS RECORDED IN BOOK 3, PAGE 82 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 01°-04'-38" EAST ALONG THE EAST LINE OF SAID COLUMBIANA HOMES INC A DISTANCE OF 271.26 FEET TO A CAPPED REBAR (WATTIER) AT THE NORTHEAST CORNER OF LOT 13 OF SAID COLUMBIANA HOMES INC; THENCE RUN SOUTH 82°-01'-48" WEST ALONG THE NORTH LINE OF SAID LOT 13 AND THE EXTENSION THEREOF A DISTANCE OF 222.19 FEET TO A NAIL & DISK (WATTIER); THENCE RUN NORTH 01°-00'-26" EAST ALONG THE EAST LINE OF SAID COLUMBIANA HOMES INC A DISTANCE OF 257.60 FEET TO A CRIMP TOP PIPE ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID SOUTHERN RAILWAY RIGHT-OF-WAY; THENCE RUN NORTH 56°-03'-31" EAST ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE A DISTANCE OF 624.25 FEET TO A CAPPED REBAR (J.A.M. 2875); THENCE RUN SOUTH 33°-52'-07" EAST ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE A DISTANCE OF 50.08 FEET TO A CAPPED REBAR (J.A.M. 2875); THENCE RUN NORTH 56°-03'-37" EAST ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE A DISTANCE OF 300.05 FEET TO A CAPPED REBAR (J.A.M. 2875); THENCE RUN SOUTH 33°-55'-48" EAST ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE A DISTANCE OF 92.08 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 13.24 ACRES, MORE OR LESS.

EXHIBIT B

Permitted Encumbrances

1. The lien for ad valorem taxes on the Property so long as such taxes are not delinquent and inchoate liens for impositions imposed or levied upon the Property that are not yet due and payable.
2. The exceptions set forth in Schedule B-2 of the mortgagee's title insurance policy issued or to be issued pursuant to that certain proforma loan policy of title insurance ' File Number A-08318 E prepared by The Title Group Incorporated.
3. All leases, now existing or hereafter entered into, including without limitation the Lease Agreement, which conform to the requirements of the Loan Documents.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/28/2025 08:07:54 AM
\$7723.45 JOANN
20250728000227110

Allen S. Bayl