

After Recording Return To:

Charles R. Utterback
Utterback, LLC
9786 Camp Oliver Rd
Adger, AL 35006

This document prepared by:

Clinton H. Ritchie, Jr.
Clinton H. Ritchie, Jr., Attorney at Law, LLC
1356 Hueytown Rd
Hueytown, AL 35023

STATE OF ALABAMA)
SHELBY COUNTY)

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT ("Security Instrument"), is effective as of this 6th day of October, 2025 by and between **Utterback Overhead, LLC, an Alabama Limited Liability Company** a limited liability company organized and existing under the laws of the State of Alabama ("**Lender**"), whose address is 9786 Camp Oliver Rd, Adger, AL 35006, and **RDD Installations, LLC, an Alabama Limited Liability Company** a limited liability company organized and existing under the laws of the State of Alabama, ("**Borrower**"), whose address is 4443 Old Cahaba Pkwy, Helena, AL 35080, and **Roger Davis, Jr.**, a married man residing in and domiciled in the State of Alabama, ("**Borrower**"), whose address is 4443 Old Cahaba Pkwy, Helena, AL 35080.

DEFINITIONS

(A) "Security Instrument" means this document, which is dated **October 6, 2025**.

(B) "Note" means the promissory note signed by Borrower and dated **October 6, 2025**. The Note states that Borrower owes Lender the sum of **TWO HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (U.S. \$290,000.00)**. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **December 31, 2030**.

(C) "Property" means a) the real property that is described in Exhibit A, attached hereto and incorporated herein by reference and b) the personal property that is described in Exhibit B, attached hereto and incorporated herein by reference.

(D) "Loan" means the debt evidenced by the Note, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument.

(E) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law), if any, as well as all applicable final, non-appealable judicial opinions, if any.

(F) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in herein below).

(G) "Periodic Payment" means the regularly scheduled amount due for (i) principal under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

GRANTING CLAUSE

In consideration of the Loan Lender is making to Borrower, Borrower does hereby mortgage, sell, bargain, grant, pledge, warrant, convey and assign all of its present and future estate, right, title and interest in and to the property now or hereafter acquired as described on Exhibit "A" attached hereto and incorporated herein (the "**Property**") and all of the following:

- a) All present and future structures, buildings, improvements, appurtenances and fixtures of any kind on the Property, all apparatus, equipment and appliances used in connection with the operation or occupancy of the Property, whether or not attached or affixed to the Property ("**Improvements**").
- b) All appurtenances of the Property and all rights of Borrower in and to any streets, roads or public places, easements or rights of way, relating to the Property.
- c) All of the rents, royalties, profits and income of the Property, and all rights of Borrower under all present and future leases affecting the Property, including but not limited to any security deposits.
- d) All proceeds and claims arising on account of any damage to or taking of the Property or any Improvements thereon or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Property or any Improvements.
- e) All collateral listed and/or described in Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Lender, **WITH POWER OF SALE**, and to the successors, heirs, executors, agents and assigns of Lender, forever; provided, however, these presents are upon the express condition that, if Borrower shall well and truly pay the Lender the secured indebtedness at the time and in the manner provided in the Note (hereinafter defined), this Security Instrument and the Loan Documents, shall well and truly perform the other obligations as set forth therein and shall well and truly abide by and comply with each and every covenant set forth herein, these presents and the estate hereby granted shall cease, terminate and be void; provided however, that Borrower's obligation to indemnify and hold harmless Lender pursuant to the provisions hereof with respect to matters relating to any period of time during which this security instrument was in effect shall survive any such payment or release.

Borrowers covenant that Borrower Roger Davis, Jr. is lawfully seized of the Real Property hereby conveyed and described in Exhibit A attached hereto and incorporated herein by reference, and has the right to mortgage, grant, convey and assign said Real Property, that the Real Property is unencumbered, except for that real estate mortgage recorded at Instrument number 201612205000442480 on 12/05/2016 in the Probate Office of Shelby County, Alabama, and that Borrowers will warrant and defend generally the title to the Real Property, subject to any easements and restrictions of record.

Borrowers covenant that Borrower RDD Installations, LLC is lawfully seized of the property hereby conveyed and described in Exhibit B attached hereto and incorporated herein by reference, and has the right to mortgage, grant, convey and assign said property, that the property is unencumbered, and that Borrowers will warrant and defend generally the title to said property against all claims and demands.

SECURED OBLIGATIONS

This Security Instrument secures the following obligations ("**Obligations**"):

A. **LOAN.** Payment and performance of Borrower's indebtedness and obligations under the Note, including all extensions, renewals and modifications of the Note, and any additional note or notes, plus any prepayment charges, and late charges due under the Note, and all sums due under this Security Instrument, as well as the payment of the principal and interest (if any) on all other future loans or advances made by Lender to Borrower (or any successor in interest to Borrower as the owner of all or any part of the Property) when the note evidencing such loan or advance specifically states that it is

secured by this Security Instrument ("**Future Advances**"), including all extensions, renewals and modifications of any Future Advances.

B. OTHER OBLIGATIONS. The payment and performance of Borrower's obligations under this Security Instrument. The payment of all sums advanced or paid out by Lender under or pursuant to any provision of this Security Instrument or to protect the security of this Security Instrument.

C. MATURITY. The Note secured hereby matures on **DECEMBER 31, 2030.**

ARTICLE 1 COVENANTS OF BORROWER

To protect the security of this Security Instrument, Borrower agrees:

1.1. Performance. Borrower agrees to pay all indebtedness and perform all obligations that are secured by this Security Instrument in accordance with their terms.

1.1.1. Borrower shall pay when due the principal of the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; or (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions herein below. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender

shall either apply funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principle balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

1.1.2. Except as otherwise described in this subsection 1.1.2, all payments accepted and applied by Lender shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note. If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

1.1.3. Insurance.

1.1.3.1. Borrower, at Borrower's sole expense, shall keep the Property and improvements now existing or hereafter erected on the Property insured against loss by fire (with an extended coverage endorsement insuring the fixtures, merchandise and other property owned or installed in the Property by the Borrower), vandalism, malicious mischief, hazards included within the term "extended coverage," normal extended coverage risks and any other hazards. This insurance shall be maintained in the amount of the Loan (including deductible levels) for the term of the loan. Such insurance will be payable to Lender as the interest of Lender may appear pursuant to the form of mortgage clause as may be required by Lender and will not be cancelable by either the insurer or the insured without at least thirty days' prior written notice to Lender. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. All insurance requirements herein shall be placed with responsible insurance companies authorized to do business in the State of Alabama and shall be in a form and for coverage amounts commensurate with industry standards for the gas station and convenience store industry in the Jefferson County, Alabama area.

1.1.3.2. Borrower will keep the Property continuously insured as herein required. Borrower will pay each premium coming due on any such policy of insurance. Upon the expiration or termination of any such policy of insurance, Borrower will furnish to Lender at least ten days prior to such expiration or termination the original of a renewal or replacement policy of insurance meeting the requirements of this Mortgage. Upon foreclosure of this Mortgage, all right, title and interest of Borrower in and to any policy of insurance upon the Property which is in the custody of Lender, including the right to unearned premiums, shall vest in the purchaser of the Property at foreclosure, and Borrower hereby appoints Lender as the attorney in fact of Borrower to assign all right, title and interest of Borrower in and to any such policy of insurance to such purchaser. This appointment is coupled with an interest and shall be irrevocable.

1.1.3.3. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible, if Lender's security is not lessened. If Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

1.2. Taxes and Assessments. Borrower agrees to pay when due all taxes, fees, impositions, and assessments which are or may become a lien on all or any portion of or interest in the Property or which are assessed against the Property or its rents, royalties, profits and income. Borrower also agrees to pay when due all lawful claims and demands of mechanics, materialmen, laborers and others for any work performed or materials delivered with respect to the Property. In the event of the passage after the date of this Security Instrument of any law of the state where the Property is located, deducting from the value of land, for the purpose of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of deeds of trust or debts secured by deeds of trust for state or local purposes or the manner of the collection of such taxes so as to affect this Security Instrument, the entire principal balance under said Note without demand or notice, forthwith shall become due and payable; provided, however, that such option shall be ineffective if Borrower is permitted by law to pay the whole of such tax, in addition to all other payments required hereunder, and, if prior to such specified date, Borrower does pay such tax and agrees to pay any such tax when hereafter levied or assessed against the Property, and such agreement shall constitute a modification of this Security Instrument.

1.3. Perfection of Security. Borrower agrees to execute and deliver to Lender, from time to time on demand and at Borrower's cost and expense, any documents required to perfect and continue the perfection of Lender's interest in the Property.

1.4. Rents and Income. All of the existing and future rents, issues, royalties, income, revenue, profits and other benefits of the Property (collectively "**Rents**") that arise from its use or occupancy are hereby absolutely and presently assigned to Lender. However, until an Event of Default, Borrower will have a license to collect and receive the Rents. At any time following an Event of Default, Lender may terminate Borrower's license in its discretion at any time without notice to Borrower and may thereafter collect the Rents itself or by an agent or receiver. Neither the foregoing assignment nor the exercise by Lender of any of its rights or remedies under this Security Instrument shall be deemed to make Lender a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment, or operation of all or any portion thereof, unless and until Lender, in person or by agent, assumes actual possession thereof. Possession by a court-appointed receiver will not be considered possession by Lender. All Rents collected by Lender or a receiver will be applied first to pay all expenses of collection, and then to the payment of all costs of operation and management of the Property, and then to the payment of the indebtedness and obligations secured by this Security Instrument. Neither Lender nor a receiver shall have an obligation to pay the costs of operation and management of the Property unless the Rents actually collected by Lender or the receiver are sufficient to pay such costs.

1.5. Acceleration. Without the prior written consent of Lender (which consent may be withheld in Lender's sole and absolute discretion), Borrower shall not sell, further encumber, assign, contract to sell, grant an option to sell, lease, or otherwise transfer or convey the Property or any portion thereof or interest therein or suffer its title therein to be divested whether voluntarily, by operation of law or otherwise, and Borrower shall not dissolve, cease doing business or terminate its existence. If such an event occurs without Lender's prior written consent, Lender may, in its sole option and upon written notice to Borrower, accelerate the maturity date of the sums secured hereby and declare all such sums immediately due and payable without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Borrower).

1.6. Defend Security. Borrower shall, at its own expense, appear in and defend any action or proceeding that might affect Lender's security or the rights or powers of Lender or that purports to affect any of the Property. If Borrower fails to perform any of its covenants or agreements contained in this Security Instrument or any of the other Loan Documents, or if any action or proceedings of any kind (including but not limited

to any bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding) is commenced which might affect Lender's interest in the Property or Lender's right to enforce its security, then Lender may, at its option, make any appearances, disburse any sums and take any actions as may be necessary or desirable to protect or enforce the security of this Security Instrument or to remedy the failure of Borrower to perform its covenants, including without limitation payment on behalf of Borrower of any taxes, assessments, liens, insurance premiums, and repair or maintenance costs (without, however, waiving any default of Borrower). Borrower agrees to pay all reasonable out-of-pocket expenses of Lender thus incurred (including but not limited to fees and disbursements of counsel). Any sums disbursed or advanced by Lender shall be additional indebtedness of Borrower secured by this Security Instrument and shall be payable by Borrower upon demand. This Section shall not be construed to require Lender to incur any expenses, make any appearances, or take any other actions.

1.7. Damage and Destruction. If the Property, or any portion thereof, is destroyed (in whole or in part), or is damaged by fire or other casualty, Borrower shall be obligated to continue to pay the Loans. Borrower shall give Lender prompt written notice of any such destruction or damage in excess of \$10,000.00.

1.8. Condemnation. If title to all, or substantially all, of the Property shall be taken or condemned by competent authority for any public use or purpose, the gross amount awarded, less all attorneys' fees and other expenses and costs in the condemnation proceeding (the "Net Condemnation Award") shall be applied to the prepayment of the Loan in the same manner as partial prepayments are to be applied under the provisions of the Note. Any balance of the Net Condemnation Award shall be paid to Borrower. In the event the Net Condemnation Award shall be insufficient to pay in full the amount necessary to pay all outstanding principal, Lender's fees and other costs applicable to the Loans, Borrower shall pay the amount of any such deficiency. If less than substantially all of the Property shall be taken or condemned by competent authority for any public use or purpose, neither the term nor any of the obligations of Borrower under this Security Instrument shall be affected or reduced in any way. Borrower shall be obligated to continue to make all payments required hereunder pending any such condemnation proceeding, and thereafter unless the Loans are paid in full.

1.9. Compensation; Exculpation; Indemnification. Borrower hereby agrees to indemnify Lender against, and holds them harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other expenses which either may suffer or incur (a) by reason of this Security Instrument; or (b) by reason of the execution of this trust or in performance of any act required or permitted hereunder or by law; or

(c) as a result of any failure of Borrower to perform Borrower's obligations; or (d) by reason of any alleged obligation or undertaking on Lender's part to perform or discharge any of the representations, warranties, conditions, covenants or other obligations contained in any other document related to the Property. Notwithstanding the foregoing, Borrower shall not be liable under this subsection to the extent that Borrower establishes that such liability is attributable solely and directly to the gross negligence or willful misconduct of Lender. Borrower shall pay all indebtedness arising under this Section 1.9 immediately upon demand by Lender). Borrower's duty to indemnify Lender shall survive the release and cancellation of the Obligations and the release and reconveyance or any partial release or reconveyance of this Security Instrument.

1.10. Security Agreement and Fixture Filing. This Security Instrument is intended to be and shall constitute a Security Agreement as defined in the Uniform Commercial Code, the Borrower(s) being the Debtor and the Lender(s) being the Secured Party. Borrower(s) hereby grants Lender(s) a security interest in any items of personal property described in Exhibit "B" attached hereto which are not herein effectively made a part of the real property, for the purpose of securing all indebtedness and other obligations of Borrower(s) now or hereafter secured by this Security Instrument. Borrower(s) agrees to execute and deliver financing and continuation statements covering said property from time to time in such form as Lender(s) may require to perfect and continue the perfection of Lender(s)' security interest with respect to said property, and to reimburse Lender(s) for any costs incurred in filing such financing statements and any continuation statements. Borrower(s) shall not create or allow the creation of any other security interest in said property. Upon the occurrence of any default by Borrower(s) hereunder, Lender(s) shall have the rights and remedies of a secured party under the Uniform Commercial Code, as well as all other rights and remedies available at law or in equity or as provided herein, all at Lender(s)' option. Borrower(s) and Lender(s) agree that the filing of a financing statement in the records normally having to do with personal property shall never be construed as in any way derogating from or impairing this declaration and the hereby stated intention of the parties hereto that everything used in connection with the operation or occupancy of said property or the production of income therefrom is and, at all times and for all purposes and in all proceedings, both legal and equitable, shall be regarded as real property encumbered by this Security Instrument, irrespective of whether (a) any such item is physically attached to the buildings and improvements, (b) serial numbers are used for the better identification of certain equipment, or (c) any such item is referred to or reflected in any such financing statement so filed at any time. Such mention in the financing statement is declared to be for the protection of the Lender(s) in the event any court or judge shall at any time hold that notice of Lender(s)' priority of interest must be filed in the Uniform

Commercial Code records to be effective against a particular class of persons, including, but not limited to, the federal government and any subdivisions or entity of the federal government.

ARTICLE 2 EVENTS OF DEFAULT

2.1. List of Events of Default. An “**Event of Default**” shall have occurred under this Security Instrument upon the occurrence of any of the following:

- a) Borrower fails timely to make any payment required by the Note, any future advances, any of the other Loan Documents or fails to perform its obligations under any section or subsection of this Security Agreement.
- b) Borrower breaches any warranty or fails to perform any other covenant contained in this Security Instrument and does not cure that failure within the period of time, if any, that Lender may elect in its sole discretion to grant in writing to Borrower to cure that failure;
- c) If any representation or warranty of Borrower or of its members, agents or employees, or of any Guarantor, or in any certificate, report, financial statement or other instrument or document furnished to Lender shall have been false or misleading in any material respect when made;
- d) If Borrower or any Guarantor, if any, shall make an assignment for the benefit of creditors or if Borrower or any Guarantor shall admit in writing its inability to pay, or Borrower’s or any Guarantor’s failure to pay its debts as they become due;
- e) If (i) Borrower or member of Borrower, or any Guarantor, if any, shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or Borrower or any subsidiary or general partner or member of Borrower, or any Guarantor shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against Borrower or member of Borrower, or any Guarantor any

case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of sixty (60) calendar days; or (iii) there shall be commenced against Borrower or any member of Borrower or any Guarantor any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of any order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) calendar days from the entry thereof; or (iv) Borrower or member of Borrower, or any Guarantor shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii) or (iii) above; or (v) Borrower or member of Borrower, or any Guarantor shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due;

- f) Subject to Borrower's right to contest certain liens as provided in this Security Instrument, if the Property becomes subject to any mechanic's, materialman's or other lien other than a lien for local real estate taxes and assessments not then due and payable and the lien shall remain undischarged of record (by payment, bonding or otherwise) for a period of thirty (30) calendar days;
- g) If any federal tax lien is filed against Borrower, any Guarantor, if any, or the Property and same is not discharged of record within thirty (30) calendar days after same is filed;
- h) Damage to the Property in any manner which is not covered by insurance, which lack of coverage arises solely as a result of Borrower's failure to maintain the insurance required under this Security Instrument;
- i) Seizure or forfeiture of the Property, or any portion thereof, or Borrower's interest therein, resulting from criminal wrongdoing or other unlawful action of Borrower, its affiliates, or any tenant in the Property under any federal, state or local law or regulation, including, but not limited to, any Environmental Law or regulation;
- j) If any default occurs under the Indemnity given by Borrower and Indemnitor, if any, to Lender and such default continues after the expiration of applicable notice and grace periods, if any;

- k) If any default occurs under any guaranty or indemnity executed in connection herewith and such default continues after the expiration of applicable grace periods, if any;
- l) If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
- m) Any other Event of Default occurs under the Note, any of the other Loan Documents, or a default occurs under any other agreement of Borrower relating to the Loan.

ARTICLE 3 REMEDIES

3.1. List of Remedies. At any time following an Event of Default, Lender may, at its option, and without notice to or demand upon Borrower:

3.1.1. Declare any or all indebtedness secured by this Security Instrument to be due and payable immediately;

3.1.2. Enter onto the Property, and it shall be lawful for the Lender, by such officer or agents, servants and employees as it may appoint or by court appointed receiver, to take possession of the Property (with the relevant books, papers and accounts of the Borrower), and to hold, operate and manage such Property, and from time to time make all needful repairs, and such alterations additions, advances and improvements as to them shall seem wise; and to receive the rents, income, issues and

profits thereof and out of them to pay all proper costs and expenses of so taking, holding and managing such Property, including reasonable compensation to the Lender, its agents, servants and employees and counsel, and any charges of the Lender hereunder, and any taxes and assessments and other charges prior to the lien of these presents which the Lender may deem appropriate to pay. The remainder of the monies so received by it shall be utilized to pay principal on Loan as provided herein;

3.1.3. Cause Borrower to assemble any Personal Property and deliver it to Lender at a place designated by Lender;

3.1.4. At any time during the existence of and Event of Default, Lender at Lender's option may declare the Loan to be immediately due and payable without further demand and Lender shall have the POWER OF SALE and any other remedies permitted by applicable law or provided in this Security Instrument or in any other Loan Document. Borrower acknowledges that the power of sale granted in this Security Instrument may be exercised by Lender without prior judicial hearing. Borrower has the right to bring an action to assert the nonexistence of an Event of Default or any other defense of Borrower to acceleration and sale. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including reasonable attorneys' fees, costs of documentary evidence, abstracts and title reports.

If Lender invokes the POWER OF SALE, Lender shall mail copies of a notice of sale in the manner provided by applicable law to Borrower and to the other persons prescribed by applicable law. Lender shall publish the Notice of Sale once a week for three consecutive weeks in a newspaper published in **SHELBY** County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction in compliance with applicable law. Lender may sell Property in one or more part and in such order as Lender may determine. Lender may postpone sale of all or any part of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Lender shall deliver to the purchaser Lender's deed to the Property so sold, without any covenant or warranty, express or implied. The recitals in Lender's deed shall be prima facie evidence of the truth of the statements made in those recitals. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order, or as otherwise prescribed by law: (a) to all costs and expenses of the sale, including attorneys' fees and costs of title evidence; (b) to the indebtedness in such order as Lender, in Lender's discretion, directs; and (c) the excess if any, to the person or persons legally entitled thereto.

3.1.5. At the option of the Lender, this Mortgage may be foreclosed by judicial proceedings, or by non-judicial foreclosure sale in accordance with applicable laws, and to sell and dispose of the Property and all the right, title, and interest of Borrower therein, by sale at any place authorized by law as may be specified in the notice of such sale to the highest bidder. If this Mortgage is foreclosed by non-judicial foreclosure sale pursuant to the power of sale, Mortgagee shall give notice of the foreclosure by publication once a week for 3 successive weeks. Such notice shall state the time, place and terms of each such sale by publication in some newspaper published in the county or counties in which the Property to be sold, or a substantial and material part thereof, is located. At such foreclosure sale, Lender may sell the Property (or such part or parts thereof as Lender may from time to time elect to sell) as allowed by applicable law to the highest bidder for cash. The sale shall be held at any time allowed by law on the day designated for the exercise of the power of sale hereunder.

The Property may be sold as a whole or in separate parts, parcels, or tracts, portions, items, including separate parts, portions, items, parcels or tracts, located in the same county, and in such manner and order as the Lender in its sole discretion may elect. The exercise of the power of sale with respect to a separate part, parcel, portions, items, or tract of the Property in one county does not extinguish or otherwise affect the right to exercise the power of sale with respect to the other parts, parcels, or tracts of the Property in that county to satisfy the obligation secured by the Mortgage, and the right and power of sale arising out of any Event of Default shall not be exhausted by one or more sales of the Property. At the foreclosure, Lender shall be entitled to bid and to purchase the Property and shall be entitled to apply the indebtedness or obligations, or any portion thereof, in payment for the Property.

The Lender shall be authorized to retain an attorney to represent it in such proceedings. Upon such sale, Lender or the attorney conducting said sale is hereby authorized and empowered to make due conveyance to the purchaser or purchasers in the name of Borrower. The Borrower hereby irrevocably appoints Lender to be the attorney in fact of the Borrower and in the name and on behalf of the Borrower to execute and deliver any deeds, transfers, conveyances, assignments, assurances, and notices which the Borrower ought to execute and deliver and do and perform any and all such acts and things which Borrower ought to do and perform under the covenants herein contained and generally to use the name of Borrower in the exercise of all or any of the powers hereby conferred on Lender. Upon any sale, whether under the power of sale hereby given or otherwise, it shall not be necessary for Lender or any public officer acting under execution or order of court to have physically present or constructively in its possession any of the Properties. In case of a foreclosure sale of all or any part of the Property and of the application of the proceeds of sale to the payment of the

indebtedness or obligations, Lender shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid and to recover judgment for any portion thereof remaining unpaid. The remedies provided to Lender in this paragraph shall be in addition to and not in lieu of any other rights and remedies provided in this Mortgage or any other Security Instrument, by law or in equity, all of which rights and remedies may be exercised by Lender independently, simultaneously or consecutively in any order without being deemed to have waived any right or remedy previously or not yet exercised.

Without in any way limiting the generality of the foregoing, Lender shall also have the following specific rights and remedies:

- a) To exercise any and all rights of set-off which Lender may have against any account, fund, or property of any kind, tangible or intangible, belonging to Borrower which shall be in Lender's possession or under its control.
- b) To cure such Event of Default, with the result that all costs and expenses incurred or paid by Lender in effecting such cure shall be additional charges on the Indebtedness or Obligations and are payable upon demand.
- c) To foreclose on the Property and to pursue any and all remedies available to Lender at law or in equity, and in any order Lender may desire, in Lender's sole discretion.
- d) Exercise any other right or remedy available under any of the Loan Documents, or otherwise available under law or in equity, including without limitation, rights and remedies with respect to the Personal Property that are available to a Secured Party under the Uniform Commercial Code.

3.2. Appointment of a Receiver. Upon the filing of a bill in equity, or other commencement of judicial proceedings to enforce the rights of the Lender, the Lender, as a matter of right, and without regard to the sufficiency of the security shall be entitled, if Lender in its sole discretion so desires, to the appointment (immediately and without notice to the Borrower, which is hereby waived) of a receiver of the Property, and of the income, rents, issues and profits thereof, pending such proceedings, with such powers as may be required to protect the interest of the Lender as the court making such appointment shall confer.

3.3. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sum secured by this Security

Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successors in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

3.4. Waiver of Rights. Borrower waives all rights to direct the order in which any of the Property shall be sold in the event of any sale under this Security Instrument, and also any right to have any of the Property marshaled upon any sale. Borrower also hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce any loan documents.

3.5. Remedies are Cumulative. All remedies contained in this Security Instrument are cumulative, and Lender also has all other remedies provided by law, in equity, or in any other agreement between Borrower and Lender. No delay or failure by Lender to exercise any right or remedy under this Security Instrument shall be construed to be a waiver of that right or remedy or of any default by Borrower. Lender may exercise any one or more of its rights and remedies at its option without regard to the adequacy of its security.

3.6. Payment of Expenses. Borrower shall pay all of Lender's expenses incurred in any efforts to enforce any terms of this Security Instrument, whether or not any lawsuit is filed, including but not limited to legal fees and disbursements, foreclosure costs, escrow fees, filing fees, recording fees, and title charges.

3.7. No Cure or Waiver. Neither Lender's nor any receiver's entry upon and taking possession of all or any part of the Property, nor any collection of rents, issues, profits, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Obligation, nor the exercise of any other right or remedy by Lender or any receiver shall cure or waive any breach, Default or notice of default under this Security Instrument, or nullify the effect of any notice of default or sale (unless all Obligations then due have been paid and performed and Borrower has cured all other defaults), or impair the status of the security, or prejudice Lender in the exercise of any right or remedy, or be

construed as an affirmation by Lender of any tenancy, lease, or option or a subordination of the lien of this Security Instrument.

ARTICLE 4 MISCELLANEOUS

4.1. Invalidity. The invalidity or unenforceability of any one or more provisions of this Security Instrument will in no way affect any other provision.

4.2. Notices. All notices given under this Security Instrument must be in writing and will be effectively served upon personal delivery or, if mailed, no later than forty-eight (48) hours after deposit in first class or certified United States mail, postage prepaid, sent to Beneficiary at its address appearing on the front page of this Security Instrument and sent to Borrower at its address appearing on the front page of this Security Instrument, which address may be changed by written notice. However, the service of any notice of default or notice of sale under this Security Instrument as required by law will, if mailed, be effective on the date of mailing.

4.3. Rights of Lender to Release Debtors or Security. Without affecting Borrower's liability for the payment of any of the indebtedness secured by this Security Instrument, Lender may from time to time and without notice to Borrower (a) release any person liable for the payment of this indebtedness, (b) extend or modify the terms of that indebtedness, (c) accept additional real or personal property of any kind as security, or alter, substitute or release any property securing that indebtedness, or (d) consent to the making of any map or plat of the Property, or to reconvey any part of the Property, or to join in granting any easement or creating any restriction on the Property, or to join in any subordination or other agreement affecting this Security Instrument.

4.4. Inspection Rights. Lender may at any reasonable times enter upon and inspect the Property in person or by agent.

4.5. Governing Law. This Security Instrument and all rights and obligations hereunder shall be governed by and interpreted according to the laws of the state of Alabama.

4.6. Headings; Underlining. The headings of the articles and the use of underlining of and/or in sections of this Security Instrument are for convenience only and do not limit its provisions and the presence or absence of same shall not be used in interpreting or construing this Security Instrument or any provision hereof.

4.7. Waiver. Neither the acceptance of any partial or delinquent payment or performance nor the failure to exercise any rights upon a default shall be a waiver of Borrower's obligations hereunder. Lender's consent to any act or omission by Borrower will not be a consent to any other or subsequent act or omission or a waiver of the need for such consent in any future or other instance.

4.8. Successors and Assigns. Terms of this Security Instrument shall bind and benefit heirs, legal representatives, successors and assigns of Borrower and Lender unless otherwise provided for herein.

4.9. Subrogation. Lender shall be subrogated to the lien of all encumbrances, whether released of record or not, paid in whole or in part by Lender pursuant to this Security Instrument or by the proceeds of any loan secured by this Security Instrument.

4.10. Time of the Essence. Time is of the essence as to all obligations under this Security Instrument.

4.11. Requests For Notice. Borrower requests that a copy of any notice of default and notice of sale required by law be mailed to it at its address set forth above.

4.12. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is not prohibited under Applicable Law.

THIS SECURITY INSTRUMENT IS A **SECOND** MORTGAGE. NO FURTHER MORTGAGE SHALL BE EXECUTED AGAINST THE PROPERTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE LENDER. FAILURE TO COMPLY WITH THIS PROVISION SHALL CONSTITUTE A DEFAULT AND THE LOAN(S) SHALL IMMEDIATELY BECOME DUE AND PAYABLE. CONSENT TO ONE FURTHER ENCUMBRANCE SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO REQUIRE SUCH CONSENT TO FUTURE OR SUCCESSIVE ENCUMBRANCES.

IN WITNESS WHEREOF, the undersigned have executed this Security Instrument as of the date first above written.

{SIGNATURE PAGE FOLLOWS}

BORROWER:

BORROWER:

RDD INSTALLATIONS, LLC by:

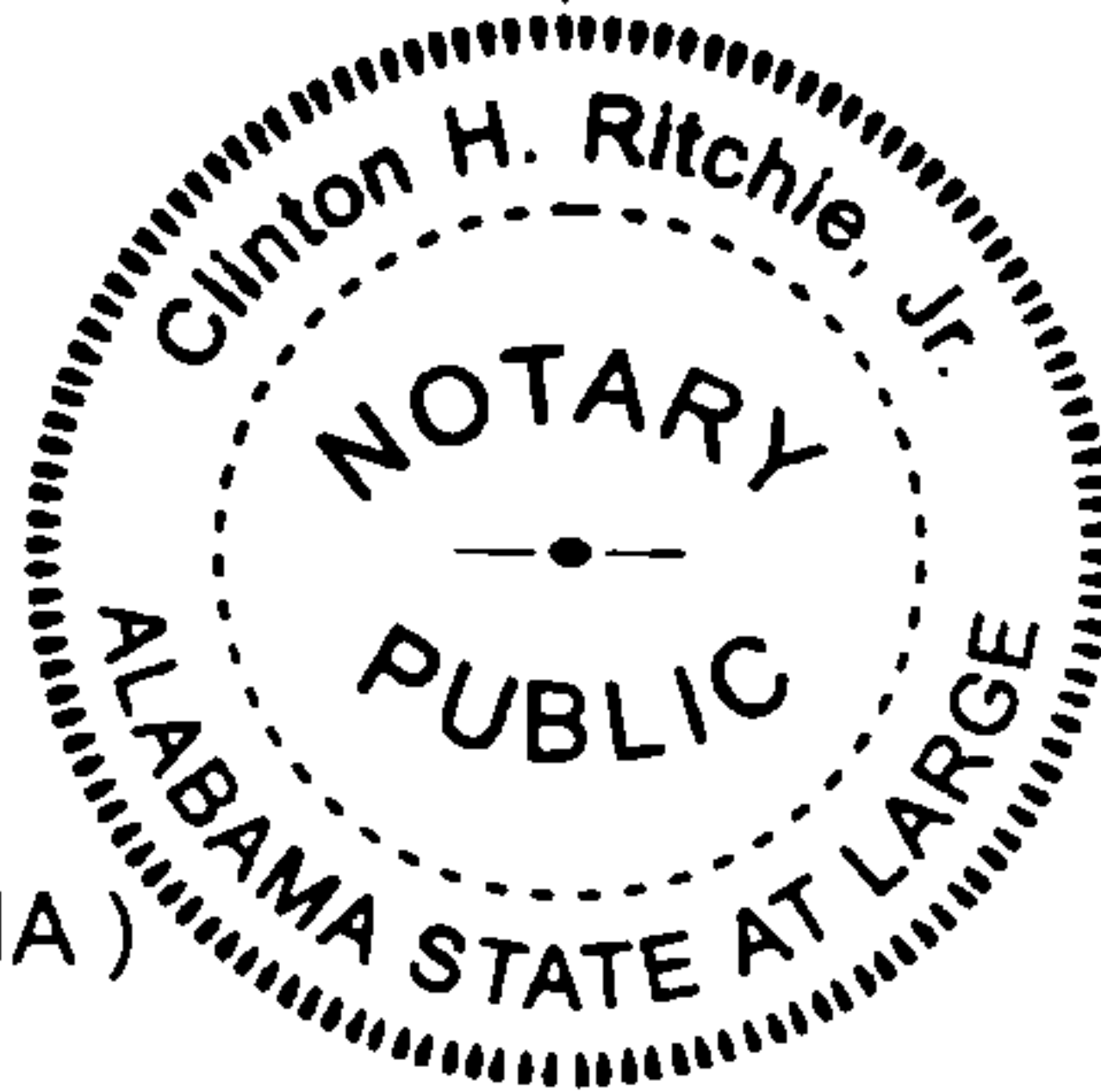

Roger Davis Jr., Sole Member

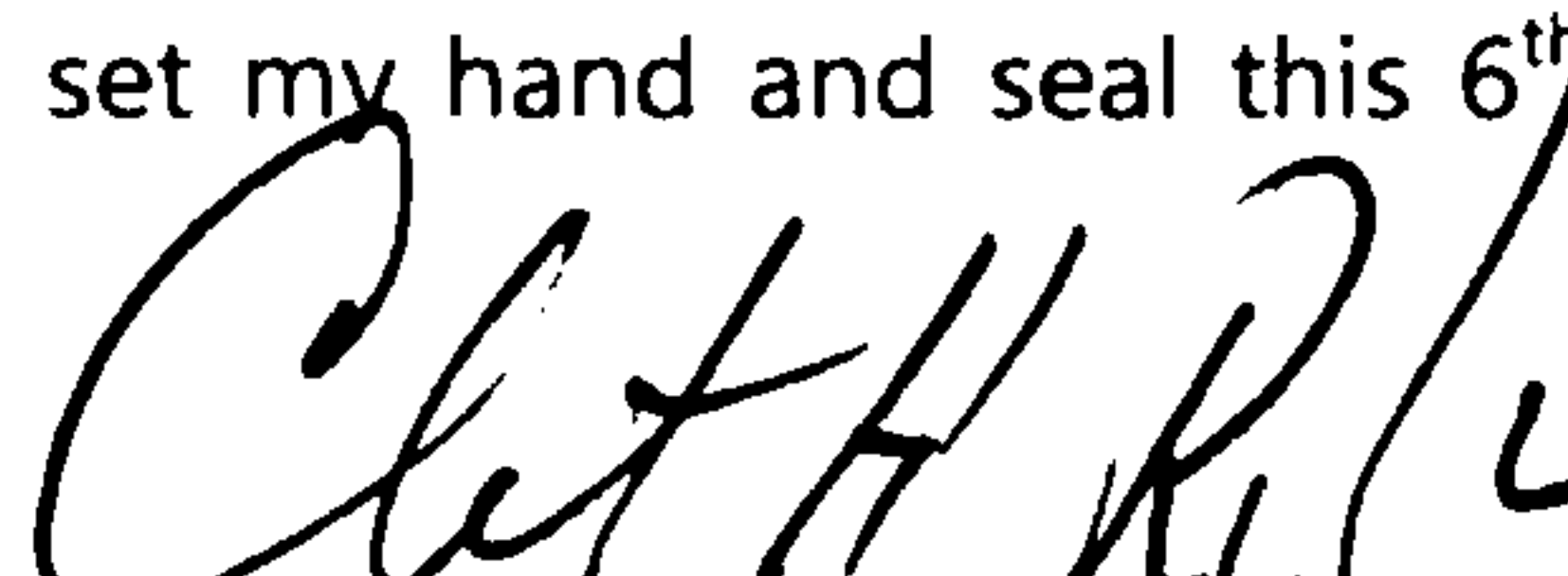

Roger Davis, Jr.

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Roger Davis Jr. personally appeared before me on this day, and having proved to me on the basis of satisfactory evidence to be the person whose name is signed to the above Security Agreement, did depose and say that he is the sole member of RDD Installations, LLC an Alabama limited liability company, the company described in and which executed the foregoing Security Agreement, and being informed of the contents of the foregoing Security Agreement, signed said Security Agreement in his official capacity and with full authority as such sole member of such company, on the day the same bears date voluntarily and as his free act.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of October, 2025.



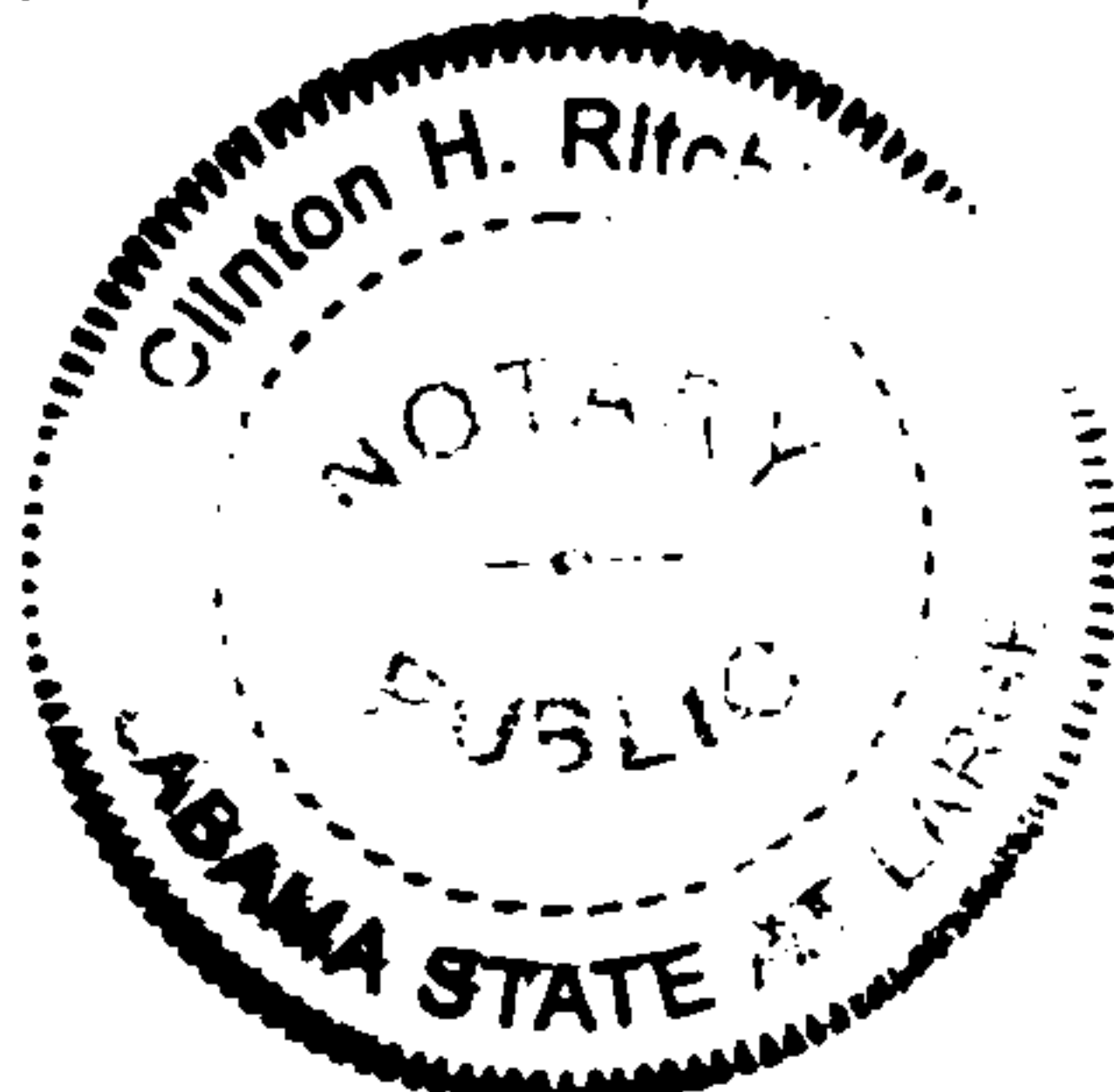

NOTARY PUBLIC

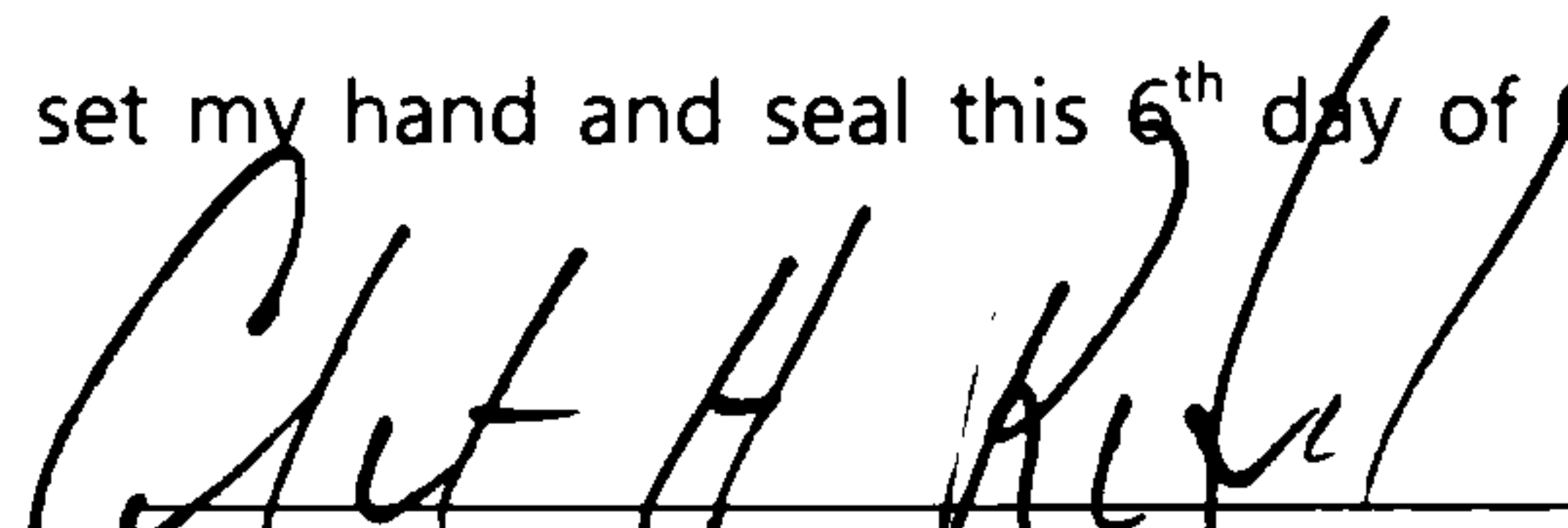
My commission expires: **CLINTON H. RITCHIE, JR.**
Notary Public, Alabama State At Large
My Commission Expires June 8, 2028

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Roger Davis Jr. personally appeared before me on this day, and having proved to me on the basis of satisfactory evidence to be the person whose name is signed to the above Security Agreement, did depose and say that he, being informed of the contents of the foregoing Security Agreement, signed said Security Agreement on the day the same bears date voluntarily and as his free act.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of October, 2025.




NOTARY PUBLIC

My commission expires: **CLINTON H. RITCHIE, JR.**
Notary Public, Alabama State At Large
My Commission Expires June 8, 2028

EXHIBIT "A"

REAL PROPERTY

LEGAL DESCRIPTION

Lot 2161, ACCORDING TO THE SURVEY OF RIVERBEND AT OLD CAHABA PHASE 2, AS RECORDED IN MAP BOOK 45, PAGE 32, IN THE PROBATE OFFICE OF SHLEBY COUNTY, ALABAMA

EXHIBIT B
DESCRIPTION OF ADDITIONAL COLLATERAL

PERSONAL PROPERTY

1) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Property as described in Exhibit "A" ("Property").

2) All machinery, equipment, supplies, materials, inventory, and goods of every nature now or hereafter located on or upon, or intended to be used in connection with, the Borrower's current or future business known as RDD Installations, LLC and/or RDD Installations, LLC d/b/a Utterback Overhead, and/or such other business as Borrower may hereinafter own and/or operate (the "Business"), including, but not by way of limitation, those for the purposes of installing, repairing, and/or maintaining commercial and residential overhead garage doors and related machinery and equipment; all vehicles (excluding Borrower's personal automobiles, if any), books and records, chattels, accounts, customer lists, contractor lists, consumer goods, and general intangibles of every kind and nature whatsoever now or hereafter owned by Borrower and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Business or any improvements on the Property thereon, including all extensions, additions, improvements, fixtures, machinery, equipment, vehicles, all trade names, trademarks, service marks, logos and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Business now or hereafter acquired by Borrower; substitutions, or proceeds from a permitted sale of any of the foregoing, and all other interests of every kind and character in all of the real, personal, intangible and mixed properties described herein which Borrower may now own or at any time hereafter acquire (collectively, "Additional Collateral") and all the right, title and interest of Borrower in any such Additional Collateral, all of which are hereby declared and shall be deemed to be accessions to the Business and a part of the Property as between the parties hereto and made all persons claiming by, through or under them.

3) All income (including, but not limited to all revenues, received by or owed to Borrower), rents, royalties, profits, and other benefits of the Property and Business from time to time accruing, all payments under leases or tenancies, proceeds of insurance, condemnation awards, production payments, royalties, overriding royalties, rents, operating interests and other such entitlements (collectively the "Revenues"); reserving only the right to Borrower to collect the Revenues as provided in the Mortgage and Security Agreement executed by Borrower in favor of Lender.

Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 10/06/2025 11:40:13 AM
 \$517.00 BRITTANI
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