

THIS INSTRUMENT PREPARED BY:

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

STATE OF ALABAMA
COUNTY OF SHELBY

This Mortgage, Assignment of Leases and Rents, Security Agreement, Financing Statement, and Fixture Filing (as amended, amended and restated, supplemented, renewed, or otherwise modified from time to time, this "**Mortgage**") is made as of this 12th day of February, 2026, by **Dotry Enterprises, LLC**, an Alabama limited liability company having an address at 3759 Spearman Dr, Birmingham, AL 35216 ("**Borrower**") in favor of **Renasant Bank**, a Mississippi banking corporation, having an address at 209 Troy St, Tupelo, Mississippi 38804 (together with its successors and assigns, "**Lender**")

RECITALS

WHEREAS, Borrower has entered into a Purchase and Sale Agreement to acquire fee simple title to two parcels of real property located at Oak Mountain Commerce Place in Shelby County, Alabama that are more specifically described in Exhibit A.

WHEREAS, to fund the acquisition of the above-referenced property, Borrower and Lender have simultaneously with the execution hereof entered into a certain Loan Agreement (as amended, restated, supplemented, renewed, or otherwise modified from time to time, "**Loan Agreement**") pursuant to which Lender has agreed to make a loan to Borrower in an original principal amount of Two Million Two Hundred Thirty Six Thousand Five Hundred Dollars (\$2,236,500.00) (the "**Loan**").

WHEREAS, the Loan is evidenced by that certain promissory note in the amount of the Loan, dated as of the date hereof and delivered to the Lender herewith (the "**Note**") and secured by this Mortgage. The Loan Agreement, the Note, this Mortgage, and all other documents and instruments delivered in connection with the Loan are referred to collectively as the "**Loan Documents**."

WHEREAS, Lender may from time to time, but is under no obligation to, make additional advancements or disbursements of funds to Borrower. Any additional advancements or disbursements to Borrower, the Loan, and all other Obligations as defined by the Loan Agreement are referred to collectively as the Borrower's "**Indebtedness**."

WHEREAS, it is a condition to the obligation of Lender to make the Loan to Borrower that Borrower executes and delivers this Mortgage and all other Loan Documents to secure Borrower's Obligations arising under the Loan Agreement and the other Loan Documents.

WHEREAS, as of the Closing Date, Borrower is the owner of certain real property located in Shelby County, Alabama that is more fully described in Exhibit A.

WHEREAS, Borrower and Lender desire to secure the principal amount of the Loan and the Note with interest, and all renewals, extensions, modifications, amendments, advancements, or refinancing of same and any and all other Indebtedness now existing or which may hereafter arise.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the due and punctual payment and performance of all the Obligations as and when the same become due and payable, Borrower hereby represents, warrants, covenants, and agrees as follows:

ARTICLE I DEFINED TERMS

Capitalized terms used in this Mortgage and not specifically defined in this Mortgage shall have the meaning provided in the Loan Agreement or in the Loan Documents.

ARTICLE II GRANT AND SECURED OBLIGATIONS

Section 2.01 Grant to Lender. In order to secure the due and punctual payment and performance of all Obligations under the Loan and any other Indebtedness as and when the same become due, whether at a stated due date, maturity date, by acceleration, or otherwise, Borrower hereby irrevocably grants, mortgages, pledges, bargains, sells, assigns, transfers, and conveys, unto Lender, with power of sale, as security for the Obligations, all of Borrower's present and future estate, right, title, and interest in, to, and under the following described property now owned or held or hereafter acquired from time to time (collectively, the "**Mortgaged Property**"):

(a) Land. All those certain tracts or parcels of land lying and being in Shelby County, Alabama and being more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all utilities, rights, interests, and estates of every kind and nature therein, including, without limitation, and to the fullest extent owned by Borrower, development rights, air rights, water, water rights, and rights to minerals and other natural resources that can be extracted therefrom (collectively, "**Land**").

(b) Improvements. All buildings, structures, and improvements of every kind and nature whatsoever now or hereafter situated on the Land (collectively, "**Improvements**").

(c) Easements and Appurtenances. All easements, rights-of-way or use, strips and gores of land, streets, alleyways, passages, utility reservations, capacity rights, water courses, privileges, liberties, tenements, hereditaments, and appurtenances of any kind or nature belonging, relating, or appertaining to the Land or the Improvements, or any part thereof, including, without limitation, any reversionary or remainder estates together with the income and profits therefrom ("**Easements and Appurtenances**").

(d) Fixtures. All goods of every kind and nature that become attached to, affixed to, or installed on the Land or Improvements in a manner in which such good becomes so related to the real property that an interest in them arises under Article 9 of the Alabama UCC, Ala. Code § 7-9A-101 *et seq.*, together with all replacements and substitutions thereof ("**Fixtures**").

(e) Personal Property. All equipment, building systems, machinery, materials, supplies, and items of personal property of every kind and nature (other than Fixtures) now or hereafter located on or used in connection with the operation of the Land or Improvements, together with all replacements and substitutions thereof (collectively, "**Personal Property**").

(f) Leases and Rents. All of Borrower's right, title, and interest in all leases, ground leases, subleases, licenses, and other agreement granting another the right to use or occupy any part of the Mortgaged Property, together with all restatements, renewals, extensions, amendments, or supplements thereof (individually, a "**Lease**" and, collectively, "**Leases**"), whether now or hereafter existing, and all Rents thereon. The term "**Rents**" shall mean, collectively:

(i) All rents, ground rents, additional rents, income, revenues, profits, cash proceeds, and other monetary benefits now due or hereafter becoming due from the tenancy, use, occupancy, or bailment of any portion of the Mortgaged Property;

(ii) All guaranties, letters of credit, promissory notes, security deposits, and other credit support given by any tenant, occupant, or guarantor in connection with any Lease;

(iii) All claims and rights to the payment of damages arising from the rejection of any Lease under the Bankruptcy Code; and

(iv) All rights to casualty and condemnation proceeds assigned to Borrower under any Lease.

(g) Right to Receive and Apply Rents. The right to receive and apply Rents to the payment of the Debt and to do all such other things which Borrower is or may become entitled to do with Rents pursuant to the Leases or as permitted by law or equity.

(h) Condemnation Awards. All awards or payments (including any interest thereon) with respect to the Mortgaged Property, whether from the exercise of the right of eminent domain including, without limitation, any transfer made in lieu of or in anticipation of that right or paid as compensation for any injury or diminution in value to the Mortgaged Property.

(i) Insurance Proceeds. All proceeds and unearned premiums in respect of any insurance policies covering the Mortgaged Property, including, without limitation, the exclusive right to receive and apply the proceeds of any claims, awards, or judgments, or any settlements made in lieu thereof.

(j) Intangibles. All chattel paper, claims, trade names, trademarks, service marks, logos, copyrights, goodwill, books and records, and all other general intangibles related to or used in connection with the ownership or operation of the Mortgaged Property.

(k) Accounts. All accounts, reserves, escrows, cash, checks, sight drafts, certificates, and securities maintained by Borrower with respect to the Mortgaged Property, including, without limitation, escrows, reserves, deposit accounts, and lockbox accounts established pursuant to the Loan Agreement, together with all interest, proceeds, distributions, and dividends thereon.

(l) Right to Conduct Legal Actions. The right, in the name and on behalf of Borrower, to commence any action or proceeding to protect the Mortgaged Property or the interest of Lender therein, or to appear in and defend any action or proceeding brought with respect to the Mortgaged Property.

(m) Proceeds of Property Sale. All proceeds and profits arising from the sale or conversion (voluntary or involuntary) of any of the foregoing into cash (whether made in one payment or in a stream of payments) and any liquidation claims applicable thereto.

TO HAVE AND TO HOLD the Mortgaged Property and the rights, remedies, and privileges hereby granted and conveyed unto Lender forever.

Section 2.02 Secured Obligations. This Mortgage is made and intended to secure the due and punctual payment and performance of all Obligations set forth in the Note, the Loan Agreement, and any other Loan Document as and when the same shall become due, whether at the stated due date, at maturity, by acceleration, or otherwise (collectively the "**Secured Obligations**").

Section 2.03 Any and all Debts. In addition to the security described in Section 2.01 and Section 2.02, this Mortgage is made and intended to secure the due and punctual payment and performance of any and all debts or obligations of Borrower or any of Borrower's affiliates to Lender that presently exist or that may exist hereafter.

ARTICLE III ASSIGNMENT OF LEASES AND RENTS

Section 3.01 Assignment of Leases and Rents.

(a) Assignment of Leases and Rents. In furtherance of the grant, pledge, and conveyance of all Leases and Rents pursuant to Section 2.01(f) hereof, Borrower hereby absolutely, presently, irrevocably, and unconditionally grants, bargains, sells, conveys, assigns, and transfers to Lender all of Borrower's present and future right, title, interest, and estate in, to, and under all Leases and Rents, whether now owned or hereafter acquired, and the absolute, present, irrevocable, and unconditional right to receive, collect, and possess all Rents to the fullest extent permitted by applicable law.

(b) Nature of Assignment. The assignment made in Section 3.01(a) constitutes an absolute, present, irrevocable, and unconditional assignment of Leases and Rents and is not merely given as a collateral assignment, lien, or mortgage on such Leases and Rents.

(c) Lender Exculpation. Notwithstanding the present, absolute nature of the assignments made under this Article III, such assignments shall not be construed to:

- (i) Bind Lender to the performance of any of the covenants, conditions, or provisions contained in any Lease or otherwise impose any obligation upon Lender; or
- (ii) Create or impose, any responsibility, obligation, or liability upon Lender of any kind or nature, including without limitation, for:

(A) The control, care, maintenance, management, or repair of the Mortgaged Property;

(B) Any dangerous or defective condition of the Mortgaged Property, including, without limitation, the presence of any environmental contamination or conditions;

(C) Any waste committed on the Mortgaged Property by any Person; or

(D) Any negligence in the management, upkeep, repair, or control of the Mortgaged Property.

Section 3.02 Revocable License.

(a) Grant of Revocable License. Notwithstanding the present grant, assignment, and transfer of Leases and Rents from Borrower to Lender made in Section 3.01, Lender hereby grants to Borrower a revocable license to collect and receive Rents as they become due, and to retain use, and apply Rents to the payment of the Obligations and to the costs and expenses of operating and maintaining the Mortgaged Property, and to exercise all rights as landlord under any Lease, in each case subject to the terms of this Mortgage and the other Loan Documents.

(b) Revocation. From and after the occurrence of any Event of Default, the revocable license granted to Borrower pursuant to Section 3.02(a) shall immediately cease without the necessity of notice to Borrower and become void and of no further force or effect. Lender's right under this Section to revoke the license granted hereby is in addition to all other rights and remedies available to Lender hereunder or any of the Loan Documents or those that are available at law or equity. From and after revocation:

(i) Lender shall immediately and automatically be entitled to (i) receive, collect, and possess all Rents, whether or not Lender enters upon or takes control of the Mortgaged Property, (ii) have a receiver appointed, or (iii) take any other action permitted by the Loan Documents, at law, or in equity;

(ii) Borrower shall immediately, upon written demand by Lender, notify all tenants under Leases, in writing, that all Rents due from and after the date of such notice shall be paid to Lender at the address set forth in such notice;

(iii) All Rents then or thereafter received by Borrower shall be immediately delivered to Lender without the necessity of written demand, and until delivered, shall be held in trust for the benefit of Lender; and

(iv) All Rents received by Lender pursuant to this Section 3.02(b) may, at Lender's sole option, be applied to the Debt or in payment of any other Obligation set forth in the Loan Documents, in such order or priority as Lender shall determine in its sole discretion.

(c) Lender's Rights in Tenant Bankruptcies. At Lender's sole option, exercisable from time to time, Borrower shall recognize and designate Lender as the creditor of any tenant making

an assignment for the benefit of creditors in any bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting any Lease, with the option, in Lender's sole discretion, after an Event of Default to apply any money received in such proceeding in accordance with the Loan Documents. In each such case, Lender may make or direct Borrower to make such filings or claims as Lender deems necessary to pursue its rights as creditor in such proceedings.

Section 3.03 Lender's Rights After License Revocation. From and after any revocation of the license granted pursuant to Section 3.02(a), Lender shall have the right, but not the obligation, at its option and in addition to its other rights and remedies available to Lender under law, equity, or contract, acting personally or through an agent, and without the necessity of taking possession of the Mortgaged Property or bringing any enforcement action or proceeding, including, without limitation, foreclosure, or the appointment of a receiver, to take any or all of the following actions to the fullest extent permitted by law:

(a) Direct Payments of Rent. Notify tenants or other Persons that all Leases have been assigned to Lender and that all Rents are to be paid at the direction of Lender.

(b) Modify Lease Obligations. Settle, compromise, release, extend the time of payment for, and make allowances, adjustments, and discounts of any Rents or other obligations in, to, and under Leases.

(c) Rent the Mortgaged Property and Modify Leases. Lease all or any part of the Mortgaged Property and/or modify, amend, renew, or terminate any Leases.

(d) Perform Lease Obligations. Perform any and all obligations under Leases and exercise any and all rights therein contained to the fullest extent of Borrower's rights and obligations thereunder.

(e) Reimbursement of Expenses. If Lender elects to exercise any of the above rights after revocation of the license, Lender shall be entitled to recover all of its expenses incurred in connection with the exercise thereof, including but not limited to all attorney's fees, professional fees, and all other costs associated with managing the Mortgaged Property.

ARTICLE IV SECURITY AGREEMENT AND FIXTURE FILING

Section 4.01 Security Agreement.

(a) Attachment and Security. This Mortgage shall also constitute a security agreement within the meaning of the Uniform Commercial Code (UCC) with respect to all of Borrower's present and future estate, right, title, and interest in and to all Fixtures and Personal Property. Borrower hereby grants to Lender a security interest in and to the Fixtures and Personal Property and hereby transfers and assigns to Lender all of Borrower's present and future estate, right, title, and interest in and to the Fixtures and Personal Property to secure the due and punctual payment and performance of all Obligations as and when the same become due and payable, whether at the stated maturity, by acceleration, or otherwise.

(b) Election of Remedies. With respect to the Fixtures and Personal Property, upon the occurrence of an Event of Default, Lender shall also have the right to:

(i) Proceed against the Fixtures and Personal Property in accordance with Lender's rights and remedies at law with respect to the Land, in which event the provisions of the UCC shall not govern the default and Lender's remedies; or

(ii) Proceed against the Fixtures and Personal Property separately from the Land in accordance with the UCC. If Lender elects to proceed under the UCC, then ten (10) days' notice of sale shall be deemed reasonable notice.

(c) Other Lender Rights. Lender shall be entitled to the reasonable expenses of retaking, holding, preparing for sale, and selling any Fixture or Personal Property including, without limitation, attorneys' fees and expenses. At Lender's request, Borrower shall assemble the Personal Property and make it available to Lender at a place designated by Lender. Borrower hereby authorizes Lender to file financing and continuation statements under the UCC in such filing offices as may be necessary, advisable, or required to create, establish, perfect, preserve, and protect the security interests created hereunder.

Section 4.02 Fixture Filing. To the extent permitted under applicable law, the filing or recording of this Mortgage is intended to and shall constitute a fixture filing with respect to that portion of the Mortgaged Property which is or is to become Fixtures. The Lender hereunder shall be the "Secured Party," and the Borrower hereunder shall be the "Debtor." The name, type of organization, jurisdiction of organization, and mailing addresses of the Secured Party and of the Debtor are set out in the preamble to this Mortgage. The land to which the Fixtures are related is owned by the Borrower and defined herein as the Land.

ARTICLE V COVENANTS

Section 5.01 Borrower's Covenants.

(a) Payment of the Debt and Performance of Obligations. Borrower shall pay the Debt at the time and in the manner prescribed by the Loan Agreement and shall fully and punctually perform all Obligations when and as required by the Loan Documents.

(b) Compliance with Loan Covenants and Agreements. Borrower shall comply with all covenants and agreements in the Loan Agreement and other Loan Documents, which are hereby incorporated by reference as if set out herein in full, including, without limitation all covenants and agreements regarding the ownership, operation, and management of the Mortgaged Property and the perfection and protections of all Liens.

(c) Affirmation of the Debt. Borrower acknowledges and agrees that Borrower is justly indebted to Lender and acknowledges and confirms its respective obligations to Lender for repayment of all Indebtedness. Borrower further acknowledges and represents that it has no defense, offset, counterclaim, or any other claim or demand of any kind whatsoever that can be asserted to reduce or eliminate Borrower's liability to repay any or all of the Indebtedness.

Section 5.02 Borrower's Covenants.

(a) Restrictive Covenants. Borrower agrees:

(i) Not to cause or permit any transfer of the legal or beneficial ownership of the Mortgaged Property or of Borrower in violation of the Loan Agreement or other Loan Documents;

(ii) To pay all taxes and property charges assessed or imposed against the Mortgaged Property when and as required by the Loan Agreement, this Mortgage, or by any other Loan Document;

(iii) To obtain and maintain in full force and effect at all times, all insurance coverages required by the Loan Agreement and other Loan Documents;

(iv) Not to enter into any Leases for all or any portion of the Mortgaged Property except in strict accordance with the Loan Agreement and other Loan Documents; and

(v) Not to settle, pay, or administer any proceeds recovered from any claim or award in Casualty or Condemnation except in strict accordance with the Loan Agreement and other Loan Documents.

(b) Warranty of Title. Borrower represents to Lender it has good, marketable, and insurable fee simple title to the Mortgaged Property, free and clear of all Liens, Property Charges, Leases, and Easements and Appurtenances except for the Permitted Encumbrances as set forth in the Title Commitment. Borrower shall forever warrant, defend, and preserve such title to the Mortgaged Property and the validity and priority of the lien and title of this Mortgage against the claims of all persons whomsoever.

(c) Insurance. Except as otherwise provided in other Loan Documents, Borrower shall at all times provide, maintain and keep in force or cause to be provided, maintained and kept in force, at no expense to Lender, policies of insurance in form and amounts and issued by companies, associations or organizations reasonably satisfactory to Lender covering such casualties, risks, perils, liabilities and other hazards as set forth in the Loan Agreement or as Lender reasonably requires to protect the Mortgaged Property. If Borrower fails to procure and maintain the required insurance, Lender may elect to force place insurance on the Mortgaged Property at its discretion, and the expense associated with such force placed coverage shall be reimbursed to Lender by the Borrower. Each insurance company that insures any or all of the Mortgaged Property is hereby authorized to make payments of any insurance proceeds directly to the Lender, at Lender's demand and discretion.

(d) Taxes. Except as otherwise provided in other Loan Documents, Borrower shall pay, or cause to be paid prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including, without limitation, nongovernmental levies or assessments such as maintenance charges, levies or charges resulting from covenants, conditions and restrictions affecting the Mortgaged Property, which are assessed or imposed upon the Mortgaged Property, or become due and payable, and which create, may create, or appear to create a lien upon the Mortgaged Property or any part thereof, or upon any person, property, equipment or other facility used in the operation or maintenance thereof.

ARTICLE VI
DEFAULT, REMEDIES, FORECLOSURE AND WAIVERS

Section 6.01 Events of Default. A violation or breach of any term, covenant, or condition of this Mortgage, a violation or breach of any term, covenant, or condition of any Loan Document, the occurrence of an Event of Default as that term is defined under the Loan Agreement shall constitute an "**Event of Default**" under this Mortgage.

Section 6.02 Lender's Rights and Remedies. Upon the occurrence of an Event of Default, Lender may, at its option, acting directly or through agents, nominees, or attorneys, exercise any or all of the following rights, remedies, and recourses:

(a) Acceleration. Declare the entire Loan to be 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), whereupon the same shall become immediately due and payable.

(b) Entry on Property. Enter the Mortgaged Property and take exclusive possession thereof and of all books, records, and accounts relating thereto or located thereon. If Borrower remains in possession of the Mortgaged Property after an Event of Default and without Lender's prior written consent, Lender may invoke any legal remedies to dispossess Borrower.

(c) Operation of Property. In addition to the remedies set forth related to the rent and leases of the Mortgaged Property in Articles 3 and 4, Lender is expressly entitled to hold, lease, develop, manage, operate, or otherwise use the Mortgaged Property upon such terms and conditions as Lender may deem reasonable under the circumstances (making such repairs, alternations, additions and improvements and taking other actions, from time to time, as Lender deems necessary or desirable), and apply all Rents and other amounts collected by Lender in connection therewith in accordance with the provisions of Section 6.06.

(d) Foreclosure; Power of Sale. Commence proceedings to collect such sums, foreclose this Mortgage and sell the Mortgaged Property. If default shall be made in the payment of any amount due under this Mortgage or any other Loan Document, then Borrower will pay to Lender the whole amount due and payable under the Loan Agreement and the other Loan Documents and all other Indebtedness or Obligations; and if Borrower shall fail to pay such sums, Lender shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid, together with costs and expenses including the reasonable compensation, expenses and disbursements of Lender's agents and attorneys incurred in connection with such suit and any appeal of such suit. Lender shall be entitled to sue and recover judgment, as set forth above, either before, after, or during the pendency of any proceedings for the enforcement of this Mortgage, and the right of Lender to recover such judgment shall not be affected by any taking, possession or foreclosure sale under this Mortgage, or by the exercise of any other right, power, or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of this Mortgage or the Mortgaged Property. At the option of the Lender, this Mortgage and the Mortgaged Property may be foreclosed by judicial proceedings, or by non-judicial foreclosure sale in accordance with applicable laws, and to sell and dispose of the Mortgaged Property and all the right, title, and interest of Borrower therein, by sale at the time and place authorized by law. If this Mortgage is foreclosed by non-judicial foreclosure sale pursuant to this power of sale, Lender shall give notice of the foreclosure consistent with the terms of Alabama Code § 35-10-13 or as such statute as may be amended from time to time. At such foreclosure sale, Lender may sell the Mortgaged Property

(or such part or parts thereof as Lender may from time to time elect to sell) in front of the courthouse door of the Shelby County Courthouse, at public outcry, to the highest bidder for cash. The Mortgaged Property may be sold as a whole or in separate parts, parcels, or tracts, including separate parts, 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, or tract of the Mortgaged Property 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 Mortgaged Property 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 Mortgaged Property. At the foreclosure, Lender shall be entitled to bid and to purchase the Mortgaged Property and shall be entitled to apply the Indebtedness or Obligations, or any portion thereof, in payment for the Mortgaged 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 its attorney in fact 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. The proceeds of the sale shall be applied in accordance with Section 6.06 herein. In case of a foreclosure sale of all or any part of the Mortgaged Property in which after the application of the proceeds of sale to the payment of the Indebtedness or Obligations there exists amounts of Debt that have not been satisfied, 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, with interest. 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 Loan Document, 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.

(e) Receiver. Upon the occurrence of an Event of Default, Lender shall be entitled to the appointment of a receiver to enter upon and take and maintain full control of the Mortgaged Property in order to perform all acts necessary and appropriate for the operation and maintenance of the Mortgaged Property including the execution, cancellation or modification of Leases, the making of repairs to the Mortgaged Property, and the execution or termination of contracts providing for the construction, management, or maintenance of the Mortgaged Property, all on such terms as are deemed best to protect the security of this Mortgage. The receiver shall be entitled to receive a reasonable fee for managing the Mortgaged Property. All Rents collected pursuant to this paragraph shall be applied in accordance with Section 6.06 herein. Lender and the receiver shall have access to the books and records used in the operation and maintenance of the Mortgaged Property and shall be liable to account only for those Rents actually received. Lender shall not be liable to Borrower or anyone claiming under or through Borrower, or anyone having an interest in the Mortgaged Property by reason of anything done under this Section 6.02(e). If the Rents of the Mortgaged Property are not sufficient to meet the costs of taking control and of managing the Mortgaged Property and collecting the Rents, Lender, at its sole option and discretion, may advance funds to meet the costs. Any funds expended by Lender for such purposes shall become a part of the Indebtedness and Obligations of Borrower to Lender. Unless Lender and Borrower

agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Loan Agreement after the occurrence of an Event of Default. The entering upon and taking and maintaining of control of the Mortgaged Property by Lender or the receiver and the application of Rents as provided in this Mortgage shall not cure or waive any Event of Default or invalidate any other right or remedy of Lender under this Mortgage. Notwithstanding the appointment of any receiver or other custodian, Lender shall be entitled as secured party hereunder to the possession and control of any cash deposits or instrument at the time held by, or payable or deliverable under the terms of this Mortgage to, Lender.

(f) Remedies Cumulative. Lender may exercise all rights and remedies set forth in the Loan Agreement and other Loan Documents, which are hereby incorporated by reference as if set out herein in full, in addition to any other rights and remedies that Lender may have at law or in equity, and may immediately take such action, without notice or demand, as it deems advisable to protect and enforce the lien, title, and security interest herein created.

Section 6.03 No Waiver. Lender's delay or failure to accelerate the Loan or exercise any other remedy upon the occurrence or during the continuation of any Event of Default shall not be deemed a waiver of any such right or remedy. No partial exercise by Lender of any right or remedy shall preclude further exercise thereof. Notice or demand given to Borrower in any instance shall not entitle Borrower to notice or demand in other or similar circumstances, nor shall it constitute a waiver by Lender of the right to take any future action in any circumstance or require notice or demand of any such action except as expressly required by the Loan Documents or by law. Lender may release any security for the Debt, may release any party liable for the Debt, may grant extensions, renewals, or forbearances with respect to the Debt or Obligations, may accept a partial or past due payment or grant such other indulgences, or apply such other security to the payment of the Debt, in each case without prejudice to its rights under this Mortgage and without such action being deemed an accord and satisfaction or a reinstatement of the Debt. Lender shall not be deemed as a consequence of delaying or failing to act, or granting any forbearance, to have waived or be estopped from exercising any of its rights and remedies reserved hereunder.

Section 6.04 Discontinuance of Proceedings. If Lender commences enforcement of any right, power, or remedy, whether afforded under this Mortgage or elsewhere, and including without limitation foreclosure or entry upon the Mortgaged Property, and such enforcement is then discontinued or abandoned for any reason, or is determined adversely to Lender, then and in every such case, Borrower and Lender shall be restored to their former positions and rights hereunder, without waiver of any Event of Default and without novation, and all rights, powers, and remedies of Lender shall continue as if no such enforcement had been commenced.

Section 6.05 Enforcement Costs. Borrower is unconditionally liable to reimburse Lender, on demand, for all costs, fees, and expenses incurred (including attorney's fees) enforcing the rights and remedies granted to or reserved by Lender hereunder. All such costs, fees, and expenses shall be secured by this Mortgage. Statutory rights of reinstatement or redemption, if any, are expressly conditioned upon full payment by Borrower, as applicable, of all sums required under applicable redemption statutes and full payment and performance of all Obligations due under the Loan Documents.

Section 6.06 Application of Proceeds. The proceeds of the Mortgaged Property, together with any other sums held by Lender pursuant to the Loan Documents, may be applied to the Debt and Obligations in such priority and proportion as Lender shall determine in its sole discretion.

Section 6.07 Borrower's Waivers. Except as otherwise provided in the other Loan Documents, Borrower hereby waives, to the fullest extent permitted by applicable law, the rights and benefits set forth in this Section and to the extent permitted by applicable law, these waivers shall bind all successors and persons deriving rights and benefits from or through Borrower.

(a) Statute of Limitations and Laches. Borrower waives the benefit of any statute of limitations or laches defense as to the payment of the Debt or the performance of the Obligations.

(b) Right to Notices. Except as expressly provided in the Loan Documents, Borrower waives the right to receive any notice of Lender's intent to exercise any right, remedy, or power in connection with the Obligations or the Indebtedness, including, without limitation, notice of intent to accelerate the Debt, notice of presentment, demand for payment, protest, notice of dishonor, or notice of maturity.

(c) Right of Counterclaim. Borrower waives the right to assert any counterclaim, other than a mandatory or a compulsory counterclaim, in any action or proceeding brought by Lender arising out of, or in any way connected with, the Loan, the Mortgaged Property, or the Obligations.

(d) RIGHT TO JURY TRIAL. BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS SECURITY INSTRUMENT, THE OTHER LOAN DOCUMENTS, OR THE OBLIGATIONS AND TRANSACTIONS CONTEMPLATED THEREIN, WHETHER BASED ON CONTRACT, EQUITY, TORT, OR ANY OTHER LEGAL THEORY. THIS WAIVER IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD ACCRUE. LENDER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BORROWER.

ARTICLE VII MISCELLANEOUS

Section 7.01 Incorporation by Reference. All provisions contained in the Loan Agreement and the Note are incorporated into this Mortgage by this reference, as if fully set forth herein.

Section 7.02 Further Acts and Assurances. At Lender's request, Borrower shall take such further actions and execute such additional documents as Lender may reasonably request to carry out the intent of this Mortgage, establish and protect the rights and remedies created (or intended to be created) in favor of Lender hereunder, and protect the priority of the Liens and security interests created herein. In furtherance thereof and without limitation, Borrower agrees to promptly correct any defect, error, or omission which may be discovered in any Loan Document by executing, acknowledging, delivering, recording, and/or filing such further instruments, and to perform such further acts and pay such additional

fees, taxes, or expenses, in each case, as may be deemed necessary or advisable in Lender's sole and absolute discretion.

Section 7.03 No Merger. In the event that Lender's interest under this Mortgage and title to the Mortgaged Property or any estate therein shall become vested in the same person or entity, this Mortgage shall not merge in such title but shall continue as a valid lien on the Mortgaged Property for the amount secured hereby, unless expressly provided otherwise in writing executed by the Person in whom such interests, title, and estate are vested.

Section 7.04 Relationship of Parties. The relationship of Borrower to Lender is that of a debtor and lender. Borrower acknowledges and agrees that Lender has no fiduciary, trust, advisor, business consultant, guardian, representative, partnership, joint venture, or other similar relationship to or with Borrower. No such relationship shall be drawn or implied from this Mortgage or any other Loan Document, or from any actions of Lender, or from any prior relationship between the parties. Lender has no obligation to Borrower or to any other person with respect to the Mortgaged Property or any part thereof and nothing herein shall render Lender liable for any debts, obligations, acts, omissions, representations, or covenants of Borrower.

Section 7.05 Commercial Transaction. The interests of Lender under this Mortgage and the liabilities and obligation of Borrower hereunder arise from a commercial transaction.

Section 7.06 Headings. The headings of the various articles, sections, and subsections in this Mortgage are for reference only and shall not define, expand, or limit any of the terms or provision thereof.

Section 7.07 Consent to Jurisdiction. Borrower hereby consents and submits to the exclusive jurisdiction and venue of any state or federal court sitting in Shelby County, Alabama in any legal action or proceeding arising with respect to the lien and interests secured by this Mortgage. Borrower hereby irrevocably and unconditionally waives all objections to such jurisdiction and venue. Nothing herein shall preclude or prevent Lender from bringing actions or proceedings against Borrower in any other jurisdiction or venue. Lender may bring an action to enforce or realize upon the Obligations secured hereby in any jurisdiction or venue as may be necessary or advisable in Lender's sole discretion.

Section 7.08 Release of Lien. Upon Borrower's full payment and performance of all Obligations under the Loan Documents, Lender agrees, upon written request of Borrower, to execute and deliver at Borrower's sole cost and expense a release, reconveyance, satisfaction, or cancellation of this Mortgage and such other documentation in recordable form (including without limitation UCC-3 termination statements) as may be required by applicable law to effectuate the release and termination of Lender's liens and security interests on the Mortgaged Property (individually and collectively, a "**Release**").

Section 7.09 After-Acquired Property. This Mortgage shall encumber, cover, and apply to and include any and all "after-acquired property" of Borrower located at, adjacent to or adjoining, or in any way associated with, the use or operation of the Mortgaged Property, and such after-acquired property shall be a part of the Mortgaged Property. In furtherance of the foregoing, Borrower, by these presents, does give, grant, bargain, sell, and convey unto Lender all Borrower's right, title, and interest in and to said after-acquired property. The after-acquired property identified by Lender from time to time may also be identified in a notice of extension filed in the real property records in which this Mortgage is recorded or in any other county in which the after-acquired property is located. Borrower agrees that Lender has

the absolute and irrevocable right and power, which right and power is coupled with an interest, to file one or more notices of extension, and that all after-acquired property of Borrower identified by Lender, whether through a notice of extension or otherwise, shall secure the due and punctual payment and performance of all the Debt as and when the same becomes due and payable, with interest (including post-petition interest) thereon, and all renewals, extensions, rearrangements, modifications, replacements, amendments, and restatements or supplements thereof. This Section 7.10 is intended to be and is an "after-acquired property clause" and shall be construed in accordance with the provisions of applicable law of the state in which the Land and Improvements are located that authorizes or governs after-acquired property clauses in mortgages.

Section 7.10 Subrogation. To the extent that loan proceeds shall be used to pay, satisfy, discharge, renew, or extend any indebtedness secured by a pre-existing mortgage, deed of trust, or other security instrument encumbering the Mortgaged Property, Lender shall automatically, and without further action, be subrogated to all rights of the holder of such prior lien, whether or not such prior lien is released, and such rights shall continue in full force and effect for the benefit of Lender and shall be merged with the lien and security interests created herein for the purpose of securing the payment and performance of Borrower's Obligations.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower has caused this Mortgage to be executed on the date set forth in the acknowledgment below and to be effective as of the date first set forth above.

BORROWER:

Dotry Enterprises, LLC, an Alabama limited liability company

By: *Dorothy J Smith*
Name: *Dorothy Smith*
Title: *Member*

STATE OF ALABAMA

SHELBY COUNTY

Smith I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ~~Ferry~~ ^{*Dorothy*} ~~Smith~~, whose position as member of Dotry Enterprises, 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 said instrument, he, as such member, and with full authority, executed the same voluntarily, as an act of said limited liability company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 12th day of February, 2026.

David Gonzalez

NOTARY PUBLIC

My Commission Expires: *04/09/28*

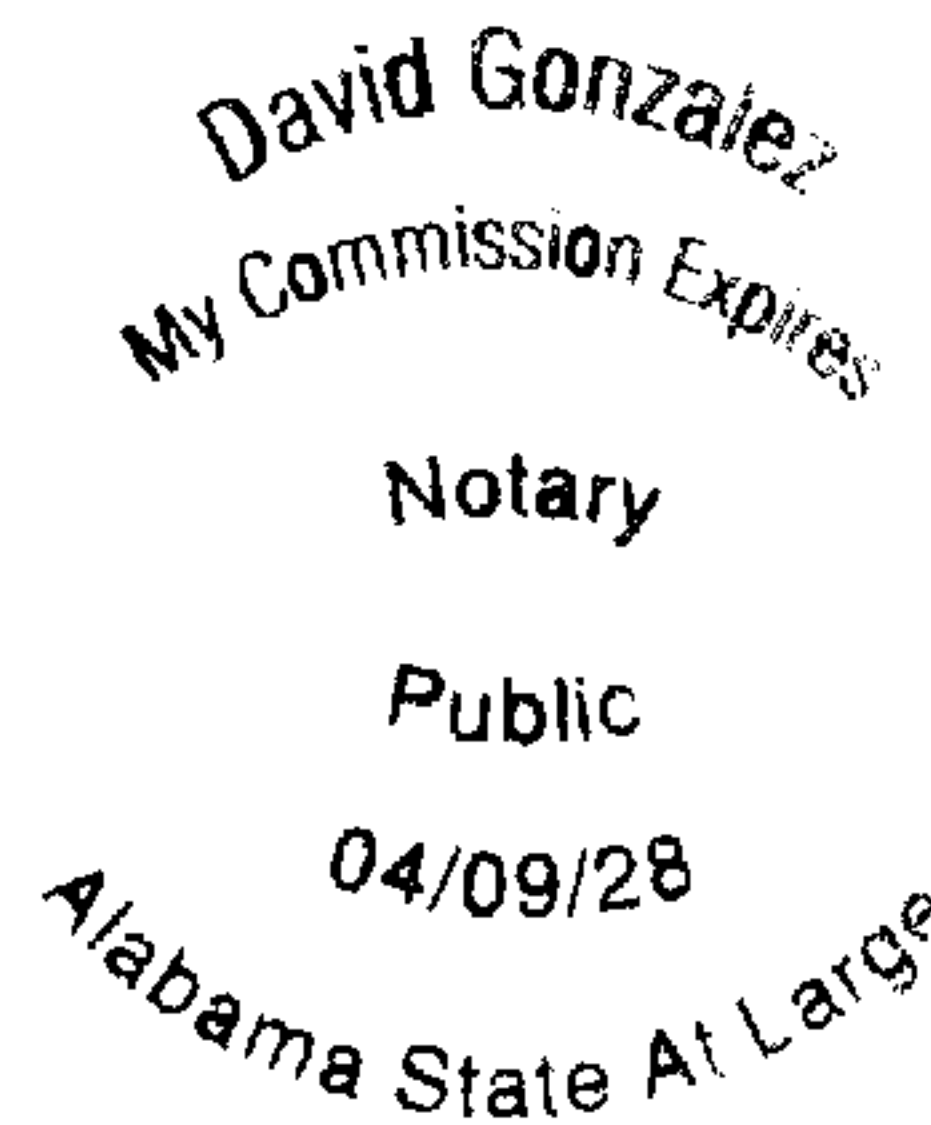


EXHIBIT A**LEGAL DESCRIPTION OF REAL PROPERTY**

The Land referred to herein below is situated in the County of Shelby, State of Alabama and is described as follows:

Property 1

Lot 6A, according to that certain Resurvey of Lot 6 Oak Mountain Commerce Place as recorded in Map Book 18, Page 58, Shelby County, Alabama, recorded in Map Book 62, Page 80, Probate Records of Shelby County, Alabama.

Property 2

Commence at a 3" capped rebar in place being the Northwest corner of Section 6, Township 19 South, Range 2 West, Shelby County, Alabama; Thence proceed South 00 degrees 31' 13" East along the West boundary of said quarter-quarter section for a distance 316.12 feet to a 1/2 rebar in place; Thence proceed South 82 degrees 08' 09" East for a distance of 224.28 feet (set 1/2 rebar CA-0114-LS), said point being located on the Easterly right-of-way of Commerce Parkway, said point being the point of beginning. From this point of beginning proceed South 82 degrees 08' 09" East for a distance of 148.96 feet; Thence proceed North 07 degrees 40' 11" East for a distance of 192.48 feet to a point on the Northerly boundary of Lot No. 7 of the Oak Mountain Commerce Place Subdivision as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 18 at Page 58, said point also being located on the Southerly right-of-way of Commerce Parkway; Thence proceed North 82 degrees 15' 10" West along the North boundary of said Lot No. 7 and along the North boundary of said street for a distance of 147.46 feet to the P. C. of a concave curve left having an arc distance of 35.57 feet and a radius of 25.0 feet; Thence proceed Southwesterly along the right-of-way of Commerce Parkway and along the curvature of said curve for a chord bearing and distance of South 49 degrees 08' 47" West, 32.64 feet to the P. T. of said curve, which is also the P. C. of a concave curve right having an arc distance of 51.79 feet and a radius of 364.93 feet; Thence proceed Southwesterly along the Easterly right-of-way of said Commerce Parkway for a chord bearing and distance of South 03 degrees 40' 15" West, 51.74 feet to the P. T. of said curve; Thence proceed South 00 degrees 25' 36" East along the Easterly right-of-way of said road for a distance of 117.24 feet to the point of beginning.

The above described land being a part of Lot No. 7 of the Oak Mountain Commerce Place Subdivision as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 18 at Page 58 and contains 0.70 acres.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/17/2026 01:27:52 PM
\$3421.75 KELSEY
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