

**THIS INSTRUMENT PREPARED BY:**

Marion Community Bank  
Beth Guthas  
Loan Processor  
24747 US Hwy 31, Jemison, AL 35085

**AFTER RECORDING RETURN TO:**

Marion Community Bank  
Loan Operation  
601 Washington Street, MARION, AL 36756

(Space Above This Line For Recording Data)

**COMMERCIAL REAL ESTATE MORTGAGE**

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on February 27, 2026 between the mortgagor(s) BURNETTE FARMS MARKET LLC, an Alabama Limited Liability Company, whose address is 8551 Helena Rd, PELHAM, Alabama 35124 ("Mortgagor"), and Marion Community Bank whose address is 24747 US Hwy 31, Jemison, Alabama 35085 ("Lender"), which is organized and existing under the laws of the State of Alabama. Mortgagor in consideration of loans extended by Lender and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants, and conveys to Lender, its successors and assigns, forever, with power of sale, all of Mortgagor's right, title, and interest in and to the following described property located in the County of SHELBY, State of Alabama:

Address: 8551 Helena Rd, PELHAM, Alabama 35124

**Legal Description:**

Together with all easements, appurtenances, abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures all amounts, subject to any limitations as to the maximum amount which may be secured as contained herein, as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Mortgagor to Lender, howsoever created or arising, whether primary, secondary or contingent together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness"). Without limiting the foregoing, Indebtedness expressly includes the following:

**Promissory Note.** The principal amount of \$668,190.40 evidenced by the promissory note dated February 27, 2026 made by Mortgagor, payable to the order of Lender, and all interest, charges, and other amounts which may be or may become owed as provided under the terms of said promissory note, and any and all amendments, modifications, renewals, extensions, reamortizations, or substitutions thereof.

**Protective Advances.** All amounts advanced by or on behalf of Lender, its successors or assigns, to preserve or protect the Property or fulfill any of the obligations of Mortgagor, under this Security Instrument or any of the Related Documents, including without limitation, any protective advances made with respect to the Property for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Property and other costs which Lender is authorized by this Security Instrument or any of the Related Documents to pay on behalf of Mortgagor.

**Cross Collateralization.** It is the expressed intent of Mortgagor to use this Security Instrument to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred.

**Future Advances.** To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

**WARRANTIES.** Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

**Performance of Obligations.** Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

**Defense and Title to Property.** At the time of execution and delivery of this instrument, Mortgagor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

**Condition of Property.** Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

**Removal of any Part of the Property.** Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

**Alterations to the Property.** Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

**Insurance.** Mortgagor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. If requested by Lender, all insurance policies shall include a lender's loss payable endorsement. The insurance company shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days' notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do

so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Mortgagor.

**Payment of Taxes and Other Applicable Charges.** Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

**Environmental Laws and Hazardous or Toxic Materials.** Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Mortgagor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Mortgagor or Mortgagor's failure to comply fully and timely with environmental laws.

**Financial Information.** Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Mortgagor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.

**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Mortgagor is not in default, Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

**CONDEMNATION.** Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of

proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**MORTGAGOR'S ASSURANCES.** At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

**EVENTS OF DEFAULT.** The following events shall constitute default under this Security Instrument (each an "Event of Default"):

**Nonpayment.** Any failure to make payments as required under this Security Instrument, the Indebtedness, or any other Related Documents.

**Noncompliance with Agreements; Cross Default.** Failure to perform or keep any covenants, obligations, promises, or any other terms or conditions as required under this Security Instrument, Related Documents, or any other agreement that Mortgagor has with Lender.

**False Statements.** The making of any oral or written statement, assertion, representation, or warranty to Lender made in connection with or related to this Security Instrument or any of the Related Documents that is false or misleading in any material respect, either when made or becomes false or misleading thereafter.

**Material Adverse Change.** A material adverse change occurs in the financial condition, business, assets, or operations of Mortgagor that Lender reasonably believes impairs or negatively affects the ability or likelihood of payment or performance required under the Security Instrument or Related Documents. A material adverse change includes, without limitation, a change in 25% or more of the ownership of Mortgagor without the prior written consent of Lender or the sale, transfer, or encumbrance of all or substantially all of Mortgagor's business or assets.

**Termination of Existence.** The dissolution, termination of existence, insolvency, bankruptcy, receivership proceedings, or discontinuation as a going concern of Mortgagor or Mortgagor's business.

**Adverse Proceedings.** A judgment, garnishment, lien, or similar encumbrance, proceeding, or item is filed, issued, placed upon, or levied against Mortgagor or any of Mortgagor's assets. The commencement of any foreclosure, forfeiture, seizure, eminent domain, or condemnation proceedings or attempts by any creditor, governmental agency, or party to take any of Mortgagor's assets in which Lender has a lien.

**Insecurity or Impairment of Rights.** Lender reasonably and in good faith deems itself or the likelihood of performance under this Security Instrument to be insecure or reasonably determines that this Security Instrument, any Related Documents, or any rights or remedies thereunder are terminated, impaired, invalid, unenforceable, or otherwise ineffective for any reason at any time.

**Collateral Impairment.** Lender has a good faith belief that Lender's rights or ability to exercise its rights in the Property or its value are or will soon be impaired, or that the Property itself is or will soon be impaired. This includes failure to keep the Property insured as provided herein; failure to allow Lender to inspect the Property upon demand or at reasonable time; failure to make prompt payment of taxes on the Property; loss, theft, substantial damage, or destruction of the Property; and, when Property includes inventory, accounts, chattel paper, or instruments, failure of account debtors to pay their obligations in due course.

**REMEDIES.** Upon the occurrence of an Event of Default, Lender may exercise any of the following rights and remedies, in addition to any other rights or remedies available at law or in equity.

**Maintain Property.** Lender shall be entitled to make payments and incur expenses as necessary or advisable to preserve the Property, including but not limited to liens required to be paid by Mortgagor. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of

interest otherwise accruing on the Indebtedness until paid. Lender shall have the same rights of Mortgagor, if any, under any contract or agreement paid or any debt or lien discharged.

**Waiver of Notice.** IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

**Acceleration.** Lender may immediately, or at its option, without notice to Mortgagor declare the entire Indebtedness due and payable, along with any other amounts owed to Lender.

**Power of Sale.** It is the express intention that Lender, to the fullest extent permitted by law, be granted a "power of sale" with respect to the Property. If Lender chooses to invoke the power of sale, Lender will provide notice of sale pursuant to applicable law. Other remedies herein shall not be construed to limit or otherwise affect Lender's right to elect foreclosure by nonjudicial procedures.

**Foreclosure.** Lender may and is hereby authorized and empowered to foreclose this Security Instrument in accordance with applicable law. Lender may sell, lease, or otherwise dispose of the Property, by public or private proceedings, for cash or credit, without assumption of credit risk. Lender may sell all or any part of the Property, and one or more exercises of Lender's rights and powers granted herein shall not extinguish or exhaust the rights and powers unless and until all obligations are satisfied in full. If Mortgagor has lawfully waived notice, Lender will not provide any further notification of the sale. Lender or its designee may purchase the Property at any sale. Lender will execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided.

**Application of Proceeds.** The proceeds collected shall be applied, less costs and expenses incurred, to any Indebtedness secured hereby in such order and manner as Lender may determine, except as prohibited by law. After all Indebtedness and costs have been paid, any surplus will be rendered to the party or parties entitled to it.

**Tenancy at Sufferance.** If Mortgagor remains in possession of all or any portion of the Property after it is sold as provided herein or Lender otherwise becomes entitled to possession, Mortgagor shall become a tenant at sufferance and shall either be responsible to pay a reasonable rental rate for continued use of the Property or immediately vacate the Property upon demand by Lender.

**Recovery of Costs and Expenses.** Lender shall be entitled to recover all fees, costs, expenses, and amounts paid or incurred by Lender in protection of its interest in the Property or in enforcing or pursuing its rights and remedies provided hereunder or under any other Related Documents. The fees, costs, expenses, and amounts recoverable by Lender pursuant to this Security Instrument shall be added to and become a part of the Indebtedness payable to Lender immediately upon demand and shall accrue interest at the maximum interest rate available under any documents evidencing the Indebtedness from the date such fee, cost, expense, or amount was incurred.

**Appointment of Receiver.** Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointment confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor, unless notice is expressly required by applicable law. The receiver may serve without bond, if permitted by law, and employment by the Lender does not prohibit a receiver from serving.

**Specific Performance.** The parties agree that the remedies available may be inadequate compensation for any loss. Therefore, to the extent allowed by applicable law, in Lender's sole discretion, Lender may seek specific performance of any promise, obligation, or covenant contained in this Security Instrument. Any defense in any action for specific performance that the remedy at law would be adequate is waived.

**Cumulative Remedies.** All of Lender's rights and remedies, however evidenced and from whichever source they derive, are cumulative in nature. Lender is entitled to exercise any remedy in any order it determines appropriate. Lender may exercise remedies singularly or concurrently.

**GENERAL WAIVERS.** Mortgagor, to the extent permitted by law, hereby waives (a) notice of acceptance of this Security Instrument, and all notice of the creation, extension of, or accrual of any of the Indebtedness; (b) diligence, presentment, protest, demand for payment, notice of dishonor, notice of intent to accelerate, and notice of acceleration in connection with the Indebtedness or any other obligations now existing or hereafter owing which are secured by this Security Instrument; (c) any requirement that Lender proceed against or pursue any other collateral securing or any other party responsible for some or all of the Indebtedness; (d) any requirement that Lender pursue or exhaust any other remedy available to Lender; (e) any right to request that Lender marshal any part or piece of the Property and/or any other collateral; (f) any defenses or claims relating to Lender's failure to protect, preserve, or resort to any collateral; and (g) any and all defenses that could be asserted by Mortgagor, including, but not limited to, any defenses arising out of failure of consideration, breach of warranty, fraud, payment, statute of frauds, bankruptcy, lack of capacity, statute of limitations, Lender liability, unenforceability of any loan document, accord and satisfaction, usury, or the extension, renewal, and modification of the Indebtedness.

Mortgagor, to the extent permitted by law, further waives and agrees not to assert any and all rights, benefits, and defenses that might otherwise be available under the provisions of the governing law that might operate, contrary to any agreements between Mortgagor, and Lender, to limit Mortgagor's liability to Lender, including all defenses of suretyship.

**TO THE EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN ANY NOTICE REQUIRED HEREIN, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.**

**WAIVER OF APPRAISEMENT RIGHTS.** Mortgagor waives all appraisement rights relating to the Property to the extent permitted by law.

**ASSIGNABILITY.** Lender may assign or otherwise transfer any or all of its rights or obligations under this Security Instrument without notice to Mortgagor. Any assignee will have the same rights as Lender. Mortgagor may not assign this Security Instrument or any of its rights or obligations hereunder without the prior express written consent of Lender.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, personal representatives, administrators, successors, and assigns of the Mortgagor.

**NOTICES.** Unless otherwise required by applicable law or provided under this Security Instrument, any notice or demand given by Lender to any party is considered effective when: (i) it is deposited in the United States Mail with the appropriate postage or with a nationally recognized overnight courier service; (ii) it is sent via electronic mail; (iii) it is sent via facsimile; (iv) it is received if personally delivered; or (v) it is received if delivered through any other commercially reasonable means. Such notice or demand shall be sent to the party at the address contained herein or at an alternative address, e-mail address, or facsimile number as may be provided to Lender in writing. Any notice given to Lender must be addressed to Lender at the address contained herein or at an alternative address as may be provided by Lender in writing.

**NO WAIVER.** No failure or delay of Lender to exercise any right, remedy, power, or privilege hereunder shall affect that right, remedy, power, or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power, or privilege. No failure or delay to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument. If Lender waives or delays enforcing a right, Lender may still enforce the same right later.

**JOINT AND SEVERAL LIABILITY.** All obligations and liabilities of Mortgagor under this Security Instrument are joint and several.

**SEVERABILITY.** If any term is invalid or unenforceable, the term shall be excluded and ineffective to the extent of such invalidity or unenforceability. All other terms shall remain in full force and effect.

**HEADINGS.** The headings are for reference only and do not define, modify, expand, or limit any of the terms or provisions herein.

**SINGULAR AND PLURAL TERMS.** All words in the singular shall include the plural and the plural shall include the singular.

**TIME IS OF THE ESSENCE.** Time is of the essence in the performance of all obligations of Mortgagor.

**ATTORNEY'S FEES, COSTS, AND EXPENSES.** Except to the extent prohibited by law, Mortgagor agrees to pay all of Lender's fees, costs, and expenses arising out of or related to the enforcement of this Security Instrument or the relationship between the parties. Included in the fees that Lender may recover from Mortgagor are the reasonable attorney's fees that Lender incurs, including all fees incurred in the course of representing Lender before, during, or after any lawsuit, arbitration, or other proceeding and those incurred in appeals, whether the issues arise out of contract, tort, bankruptcy, or any other area of law. Included in the costs and expenses which Lender may recover are all court, alternative dispute resolution or other collection costs, and all expenses incidental to perfecting Lender's security interests and liens, preserving the Property (including payment of taxes and insurance), records searches, and expenses related to audits, inspection, and copying. All amounts Lender is entitled to recover shall accrue interest at the highest rate provided in any of the Related Documents from the date any such fee, cost, or expense is incurred.

**GOVERNING LAW.** This Security Instrument shall be governed by and construed under the laws of the State of Alabama, except to the extent that federal law controls.

**COUNTERPARTS.** This Security Instrument may be executed by the parties using any number of copies. All executed copies taken together will be treated as a single Security Instrument.

**INTEGRATION AND AMENDMENT.** This Security Instrument, along with any of the Related Documents, encompasses the entire understanding and agreement of the parties with respect to the matters set forth in this Security Instrument. There is no other promise, understanding, agreement, usage, or course of dealing, either oral or written, that affects it. This Security Instrument supersedes all prior oral or written agreements, commitments, and understandings between the parties relating to the subject matter of this Security Instrument. Any modifications or alterations to this Security Instrument must be in writing and executed by those parties burdened by the modification or alteration.

**ORAL AGREEMENTS DISCLAIMER.** This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood.

BURNETTE FARMS MARKET LLC

[Signature] 2-27-26  
By: JAMES MICHAEL Date  
BURNETTE  
Its: Owner

[Signature] 2-27-26  
By: MARY CHARLES Date  
BURNETTE  
Its: OWNER

**BUSINESS ACKNOWLEDGMENT**

STATE OF ALABAMA

COUNTY OF Chilton

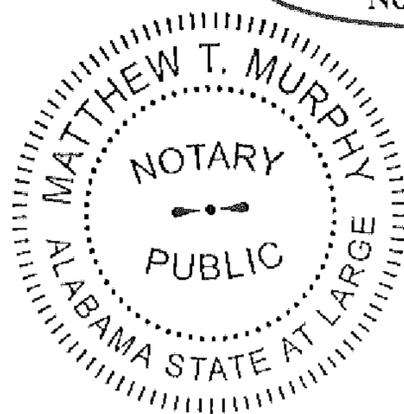
I, Matthew Murphy, Notary in and for said County and in said State, hereby certify that JAMES MICHAEL BURNETTE, Owner and MARY CHARLES BURNETTE, OWNER on behalf of BURNETTE FARMS MARKET LLC, an Alabama Limited Liability Company, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their official capacities and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company.

Given under my hand this the 27th day of February, 2026.

My commission expires: 12/10/2029

[Signature]  
\_\_\_\_\_  
Notary

(Official Seal)



**EXHIBIT "A"**  
**Property Description**

**Closing Date:** February 27, 2026  
**Borrower(s):** Burnette Farms Market LLC  
**Property Address:** 8551 Helena Road, Pelham, AL 35124

**PROPERTY DESCRIPTION:**

**Parcel 1:**

A portion of Lots 1, 2, and 12 of Hayesbury Commercial Park Phase 2, as recorded in Map Book 40, Page 16, in the Office of the Judge of Probate, Shelby County, Alabama, and being more particularly described as follows:

Begin at a found 5/8 inch rebar marking the Westernmost corner of said Lot 2, said point also lying on the Westerly Right of Way of Alabama State Highway 261 (80" R.O.W.); thence run South 34 degrees 49 minutes 44 seconds West along said Right of Way for a distance of 294.69 feet to a found capped iron stamped "Farmer", said point also lying on a tangent curve to the left, said curve having a radius of 1065.41 feet, a central angle of 09 degrees 48 minutes 10 seconds, a chord bearing of South 29 degrees 55 minutes 39 seconds West, and a chord distance of 182.06 feet; thence run along the arc of said curve and said Right of Way for a distance of 182.28 feet to a set 5/8 inch capped rebar stamped CA-560LS, said point also lying on the Eastern-most Right of Way of Old Indian Lake Trail (30" Right of Way); thence leaving said Highway 261 Right of Way run North 01 degrees 35 minutes 59 seconds West along said Right of Way for a distance of 601.12 feet to a set 5/8 inch capped rebar stamped CA-560LS, said point lying on the Southern-most Right of Way of Indian Lake Trail (R.O.W. varies), said point also lies on a non-tangent curve to the left, said curve having a radius of 325.00 feet, a central angle of 28 degrees 51 minutes 25 seconds, a chord bearing of South 40 degrees 37 minutes 49 seconds East, and a chord distance of 161.96 feet; thence leaving said Old Indian Trail Right of Way run along the arc of said curve and said Indian Lake Trail Right of Way for a distance of 163.69 feet to a found capped rebar stamped "237"; thence run South 55 degrees 16 minutes 36 seconds East along said Right of Way for a distance of 22.85 feet to a found 5/8 inch rebar; thence run South 35 degrees 36 minutes 37 seconds West along said Right of Way for a distance of 10.17 feet; thence run South 55 degrees 12 minutes 14 seconds East along said Right of Way for a distance of 180.08 feet to a found 5/8 inch rebar, said point also lying on a non-tangent curve to the right, said curve having a radius of 40.00 feet, a central angle of 90 degrees 02 minutes 48 seconds, a chord bearing of South 10 degrees 08 minutes 11 seconds East, and a chord distance of 56.59 feet; thence run along the arc of said curve and said Right of Way for a distance of 62.86 feet; thence run South 35 degrees 00 minutes 34 seconds West along said Right of Way for a distance of 9.99 feet to a found 5/8 inch rebar; thence run South 55 degrees 23 minutes 56 seconds East along said Right of Way for a distance of 10.06 feet to the POINT OF BEGINNING.

## LESS AND EXCEPT

A part of the NE 1/4 - SW 1/4, Section 36, Township 19 South, Range 3 West, Identified as Tract No. 36 on Project No. RP-7112(003) in Shelby County, Alabama and being more fully described as follows: :

Commence at a found capped rebar stamped Arrington, said point being the Southeast corner of Lot 33 as recorded in Map Book 15, Page 81 as recorded in the Office of Judge of Probate, Shelby County Alabama;

thence run North 63 degrees 00 minutes 15 seconds East for a distance of 33.79 feet, more or less, to a point on the intersection of the East present R/W line of Indian Lake Highway and the West present R/W line of SR-261;

thence continue Northeasterly along the West present R/W line or SR-261 for a distance of 175.09 feet, more or less, to a point on the acquired R/W line and being the POINT OF BEGINNING, (said point perpendicular to centerline of project at station 235+50.00 LT);

thence run North 17 degrees, 22 minutes, 26 seconds East along the acquired R/W line for a distance of 10.50 feet to a point on the acquired R/W line, (said point offset 50.00 feet LT and perpendicular to centerline of project at station 235+60.00);

thence run along the acquired R/W line and the arc of a curve, said curve being clockwise having a radius of 2270.00 feet, a delta angle of 03 degrees, 36 minutes, 48 seconds, a chord bearing of North 32 degrees, 40 minutes, 21 seconds East, a chord length of 143.13 feet, for a distance of 143.15 feet to a point on the acquired R/W line, (said point offset 50.00 feet LT and perpendicular to centerline project at station 237+00.00);

thence run North 62 degrees, 51 minutes, 46 seconds East along the acquired R/W line for a distance of 14.80 feet to a point on the acquired R/W line, (said point offset 43.00 feet LT and perpendicular to centerline of project at station 237+12.78);

thence run along the acquired R/W line and the arc of a curve, said curve being a clockwise curve having a radius of 2263.00 feet, a delta angle of 02 degrees, 11 minutes, 26 seconds, a chord bearing of North 35 degrees, 54 minutes, 16 seconds East, a chord length of 86.52 feet, for a distance of 86.52 feet to a point on the acquired R/W line, (said point offset 43.00 feet LT and perpendicular to centerline of project at PT station 237+97.66);

thence run North 36 degrees, 59 minutes 59 seconds East for along the acquired R/W line for a distance of 49.23 feet to a point on the West present R/W line of SR 261, (said point offset 43.00 feet LT and perpendicular to centerline of project);

thence run South 53 degrees, 26 minutes, 54 seconds East along said present R/W line for a distance of 7.19 feet to a point on said present R/W line;

thence run South 36 degrees 33 minutes 38 seconds West along said present R/W line for a distance of 294.73 feet to a point on said present R/W line;

thence run along said present R/W line and the arc of a curve, said curve being a counterclockwise curve having a radius of 1065.41 feet, a delta angle of 00 degrees, 22 minutes, 37 seconds, a chord bearing of South 36 degrees, 22 minutes, 20 seconds West, a chord length of 7.01 feet, for a distance of 7.01 feet to the POINT OF BEGINNING; said parcel contains 0.056 acre(s) more or less.

*MCB*  
*JMB*



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**03/02/2026 08:36:35 AM**  
**\$1054.30 JOANN**  
**20260302000057500**

*Allie S. Bayl*