

REAL ESTATE MORTGAGE

STATE OF ALABAMA)
)
COUNTY OF CULLMAN)

WHEREAS, hereinafter called mortgagor(s), **GABRIEL LAWRENCE MINERVINO AND DANIELLE STRACQUADAINA MINERVINO, CO-TRUSTEES OF THE VINCENT GABRIEL LAWRENCE MINERVINO TRUST DATED JANUARY 20, 2021** have become indebted to **ILEANA MARIA MINERVINO AND MARK MINERVINO, CO-TRUSTEES OF THE MINERVINO FAMILY TRUST DATED FEBRUARY 9, 2012 AND AMENDED ON SEPTEMBER 28, 2015**, hereinafter called the mortgagee, in the sum of **TWO HUNDRED AND FIFTY-THREE THOUSAND AND 00/100 DOLLARS, (\$253,000.00)** which is evidenced by a promissory note of even date herewith and payable to the said mortgagee **THE MINERVINO FAMILY TRUST DATED FEBRUARY 9, 2012 AND AMENDED ON SEPTEMBER 28, 2015**, with interest from the date hereof and for the purpose of securing the payment of said debt, as well as any and all other debts set out, described or referred to in paragraph number "1" hereinafter and also to secure any and all attorney's fees and the performance of the covenants and agreements herein made, does by these presents, grant, bargain, sell and convey to the said mortgagee, its successors and assigns, subject only to any valid adverse title as to minerals, oil or mining rights, easements or rights of way, or covenants running with the land, the following described parcel of real estate situated in **Cullman County, Alabama**, to wit:

Legal Description: Lots 40, 41, 42, 43 and 44 of Driftwood Subdivision according to the plat thereof recorded in the Office of the Judge of Probate of Cullman County, Alabama in Map Book 6, Page 3.

Parcel ID Number: 27-03-05-0-001-016.000, 27-03-05-0-001-135.000, 27-03-05-0-001-134.000, 27-03-05-0-001-017.000 & 27-03-05-0-001-134.006

Together with all and singular all the improvements, tenements, hereditaments, rights, members privileges and appurtenances thereunto belonging, or in any way appertaining, including all buildings, fences, and improvements thereon. To have and hold unto the mortgagee, its successors and assigns forever, the undersigned mortgagor covenants with the mortgagee that the mortgagor is lawfully seized in fee simple of the aforegranted premises; that they are free of all encumbrances, except as otherwise hereinabove set out; that the mortgagor has a good and perfect right to sell, mortgage and convey the same to the mortgagee and that the mortgagor will warrant and defend the title to said premises to mortgagee forever against the lawful claims and demands of all persons.

The mortgagor further covenants and agrees with the mortgagee or holder or transferee hereof:

1. That this mortgage shall and does stand as security for any other indebtedness, direct or contingent that the mortgagee or any holder or transferee may now hold or in the future during the life of this mortgage acquire against the mortgagor, or either of the mortgagors the same as if set out, included in and described in the mortgage at this time, as being a debt secured hereby.

2. To insure and keep insured any buildings and other improvements now on or which may hereafter be placed on said premises, against loss or damage by fire with extended coverage in companies and amounts satisfactory to the mortgagee or transferee or holder of this mortgage and policy evidencing such insurance to be deposited with and the loss thereunder to be payable to the mortgagee or transferee or holder of this mortgage as its interest may appear. The failure to keep and provide such insurance in full force and effect, or the receipt of notice from any insurance company or agent thereof that any premium on any such policy is past due and unpaid or that any insurance on any building or other property covered by this mortgage has lapsed or has been canceled or is to be canceled, shall be such a default under the terms of this mortgage as will entitle the mortgagee or any transferee or holder hereof to declare the entire debt or debts secured hereby together with all accrued interest due and payable and to foreclose this mortgage under the terms as provided for in case of a default.

Without - Prejudice

: Vincent-Gabriel-Lawrence Minervino
Settlor/Authorized Representative Page 1 of 5

Recorded In MTG BK 2011 PG 703, 04/25/2022 01:39:05 PM
Tammy Brown, Judge of Probate, Cullman

Mort Tax 379.50, Recording Fee 14.50, TOTAL 394.00

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MTG 2011 704

3. That if this mortgage or any note, which it secures provides for partial or installment payments either on the principal or interest that the mortgagor will make said payments together with all accrued interest as said payments mature thereon.

4. Settlor/Authorized Representative
That all representations and statements made in the application for this loan are true and correct, that the proceeds of this loan will be used solely for the purpose specified in said application and the mortgagor will comply with all requirements and conditions imposed by mortgagee in making this loan, and any failure to comply in full therewith or the making of any false statement or representation in the application for this loan shall be a default under the terms of this mortgage and entitle the mortgagee, or any transferee or holder hereof to foreclose this mortgage.

5. To assess said property for taxation and to pay when due all taxes, liens, judgments, or assessments assessed against said property.

6. If Mortgagor fails to pay, or cause the payment of, taxes, assessments, water and sewer charges or other lienable claims (except in case of contest as aforesaid) or insurance premiums, or fails to make necessary repairs or permit waste, or otherwise fails to comply with its obligations hereunder or under the Guaranty or any other document executed in connection with this Mortgage, then Mortgagee, at its election and upon one (1) day notice to Mortgagor, shall have the right to make any payment or expenditure which Mortgagor should have made, or which Mortgagee deems advisable in the exercise of its reasonable business judgment to protect the security of this Mortgage or the Mortgaged Property, without prejudice to any of the Mortgagee's rights or remedies available hereunder or otherwise, at law or in equity. All such sums, as well as costs, advanced by Mortgagee pursuant to this Mortgage shall be due from Mortgagor to Mortgagee within ten (10) days after written demand, shall be secured hereby, and shall bear interest at the Default Rate from the date of payment by Mortgagee until the date of repayment.

7. To properly care for said property, and not to commit waste, cut, remove, or damage any timber or improvements or allow waste to be committed or timber cut or improvements to be removed or damaged. In event this covenant is breached, mortgagor agrees to pay all costs and expenses, including reasonable attorney's fees incurred by mortgagee in investigating such violation and in protecting and preserving this security by any suit or otherwise, or in collecting or recovering therefor from the mortgagor and/or any other person.

8. That if mortgagor defaults in any of the provisions of paragraphs numbered 2, 5, or 6 hereof then the mortgagee or any transferee or holder of the mortgage may pay such taxes, liens, judgments, or assessments obtain and pay for such insurance or advance such attorney's fees, or expenses, but the mortgagee, transferee or holder shall in no way be bound to pay the same and mortgagor agrees to immediately pay all amounts so advanced and that all amounts so advanced by mortgagee or any transferee or holder shall be secured hereby and shall bear interest from the date of payment at the same rate of interest of the loan as set out in the Promissory Note, of even date herewith.

9. That mortgagee may at any time without notice release any of the property described herein, grant extensions or deferments of time of payment of the indebtedness secured hereby or any part thereof or release from liability any one or more parties who are or may be liable for the payment of said indebtedness without affecting the priority of this lien on any property not so released or the personal liability of the mortgagor or any other party liable or who may become liable for the indebtedness secured by this instrument.

10. That the failure of the mortgagee to exercise any option or to make any decision or election under any term or covenant herein expressed shall not be deemed a waiver of the right to exercise such option or to make such decision or election at any time.

11. That each and every covenant and agreement herein contained shall bind the mortgagor, and if there be more than one mortgagor, that the same shall bind each and all mortgagors, both separately and severally, and that each and every covenant and agreement herein contained shall inure to the benefit of and bind the successors and assigns of the mortgagee and mortgagor.

12. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

Now, if the mortgagor shall pay the note or notes and all other indebtedness secured hereby when the same falls due and keep and perform all of the agreements and conditions of this instrument, then it shall become null and void, otherwise to be and remain in full force and effect. If the mortgagor fails to pay when due any note or notes or debt or other liability secured hereby or should fail to perform any of the agreements herein contained or default in any requirement, condition or provision contained herein the whole indebtedness secured hereby may, at the option of the mortgagee, be declared due upon such default; in which event the mortgagee or its agent or attorney is hereby authorized to sell the property conveyed hereby at public auction to the highest bidder for cash; said sale to be held at the Courthouse of said County after giving notice thereof by publication once a week for three successive weeks of the time, place and terms of sale in a newspaper published in said County. In event of the sale the mortgagee, its agent or attorney is hereby authorized to purchase the said property or any part thereof, as if a stranger to the mortgage and the auctioneer, or person making the sale is hereby expressly empowered to execute a deed in the mortgagor's name or the mortgagee's name to any purchaser at such sale. The proceeds of this sale shall be applied, first to the payment of all expenses incident to the sale, including a reasonable attorney's fee, second, to the indebtedness secured hereby; and third, the balance, if any, to be paid to mortgagor or any party or parties entitled thereto.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 10 days from the date the notice is delivered or mailed 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.

13. Any one or more of the following shall constitute an event of default (each, an "Event of Default") hereunder:

- (a) If there occurs any Event of Default under and as specified in the Guaranty or any other Loan Documents (as defined in the Loan Agreement);
- (b) If Mortgagor fails to pay any sum due under this Mortgage on the date such sum is due and such failure continues for five (5) calendar days;
- (c) If Mortgagor fails to perform or comply with any of the other agreements, conditions covenants, provisions or stipulations contained in this Mortgage and such failure continues for thirty (30) days after written notice thereof from Lender; provided, however, that if the failure is of such a nature so as to be subject to cure but not within said thirty (30) day period, Mortgagor shall have such additional reasonable period of time not exceeding forty-five (45) days to effect such cure so long as Mortgagor has commenced efforts to cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

14. Upon the occurrence of any Event of Default hereunder, the entire unpaid balance of principal, accrued interest and all other sums secured by this Mortgage shall become immediately due and payable, at the option of Mortgagee, without further notice or demand. When the entire indebtedness shall become due and payable because of the occurrence of any Event of Default, or otherwise, then forthwith:

- (i) **Foreclosure:** Mortgagee may institute an action of mortgage foreclosure, or take such other action at law or in equity for the enforcement of this Mortgage and realization on the Mortgaged Property or any other security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the principal debt, with interest at the rate(s) stipulated in the Note, together with all other sums due from Mortgagor in accordance with the provisions of the Guaranty and this Mortgage, including all sums which may have been loaned by Mortgagee to Mortgagor after the date of this Mortgage, and all sums which may have been advanced by Mortgagee for taxes, water or sewer rents, other lienable charges or claims, insurance or repairs or maintenance, all out-of-pocket third party costs

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of suit and attorneys' fees and expenses reasonably and actually incurred. Mortgagor authorizes Mortgagee at its option to foreclose this Mortgage, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be asserted by Mortgagor as a defense to any proceedings instituted by Mortgagee to recover the indebtedness secured hereby or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

(ii) **Possession:** Mortgagee may enter into possession of the Mortgaged Property, and, to the extent permitted by applicable law, with or without legal action, and by force if necessary or, in the alternative, Mortgagee shall be entitled to appointment of receiver without regard to (A) the solvency of Mortgagor or any other person liable for the debt secured hereby, or (B) whether there has been or may be any impairment of the value of the Mortgaged Property or any other collateral for the debt (Mortgagor acknowledges that the right to appointment of a receiver is a specific inducement to Mortgagee to enter into the transaction referred to in this Mortgage), and may rent the Mortgaged Property, or any part thereof, for such term or terms and on such other terms and conditions as Mortgagee or such receiver may see fit, collect all rentals (which term shall also include sums payable for use and occupation) and, after deducting all out-of-pocket third party costs of collection and reasonable administration expense, apply the net rentals to the payment of taxes, water and sewer rents, other lienable charges and claims, insurance premiums and all other carrying charges, and to the maintenance, repair or restoration of the Mortgaged Property, or in reduction of the principal or interest, or both, hereby secured, in such order and amounts as Mortgagee or said receiver may elect; and for that purpose Mortgagor hereby assigns to Mortgagee all rentals due and to become due under any existing or future Lease or Leases, as well as all rights and remedies provided in such Lease or Leases or at law or in equity for the collection of the rentals. Any Lease or Leases entered into by Mortgagee or said receiver pursuant to this Paragraph shall survive foreclosure of this Mortgage, except to the extent any applicable Lease may provide otherwise.

(iii) Mortgagee shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this Mortgage, as they become due, without regard to whether or not the principal indebtedness or any other sums secured by the Guaranty and this Mortgage shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action to foreclose this Mortgage or any other action for any Event of Default by Mortgagor existing at the time the earlier action was commenced.

The specific remedies set forth above are intended to be in addition to, and not in limitation of, such remedies as may be available to Mortgagee by statute, or under the applicable rules of civil procedure, or at common law. Mortgagee may exercise some or all of its remedies concurrently, including separate and concurrent actions on the Guaranty, this Mortgage, the other Loan Documents and any guaranty, to the extent it is permitted by law to do so. If Mortgagee shall fail to exercise any remedy it may have by reason of an Event of Default, such failure shall not constitute a waiver of such Event of Default.

WITNESS my (our) hand(s) and seal(s) 22nd day of April, 2022.

THE VINCENT GABRIEL LAWRENCE MINERVINO TRUST DATED JANUARY 20, 2021

By: Gabriel Lawrence Minervino
Gabriel Lawrence Minervino, Co-Trustee

By: Danielle Stracquadaine Minervino
Danielle Stracquadaine Minervino, Co-Trustee

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Settlor/Authorized Representative

Revoked

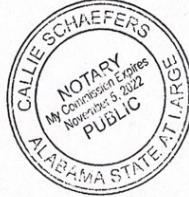
STATE OF ALABAMA)
COUNTY OF CULLMAN)

I, the undersigned authority, in and for said County and State, do hereby certify that GABRIEL LAWRENCE MINERVINO AND DANIELLE STRACQUADAINA MINERVINO whose names as CO-TRUSTEES OF THE VINCENT GABRIEL LAWRENCE MINERVINO TRUST DATED JANUARY 20, 2021, are signed to the foregoing mortgage and who is known to me, acknowledged before me on this day that, being informed of the contents of the said mortgage they, as such and with full authority executed the same voluntarily for and as the act of the Trust on the day the same bears date.

IN WITNESS WHEREOF, I hereunto set my hand 22 day of April, 2022.

Callie Schaefer
Notary Public
Commission: 11-5-22

THIS INSTRUMENT PREPARED BY:
Jami Blanton
Alabama Closing & Title, LLC
6767 Old Madison Pike NW, Suite 140
Huntsville, AL 35806
2022-1750



Revoked, Returned, Cancelled.

Without prejudice

: Vincent-Gabriel-Lawrence Minervino

Settlor/authorized Representative.