

Randy Visser
2201 Vestavia Dr
Vestavia AL 35216



20240216000039280 1/6 \$52.00
Shelby Cnty Judge of Probate, AL
02/16/2024 10:28:04 AM FILED/CERT

SECOND MORTGAGE

THIS SECOND MORTGAGE (the "Mortgage"), dated as of 2/15/2024, is given by **Keevin Staples, a married Man** ("Borrower," whether one or more), whose address is **5580 Surrey Ln, Birmingham AL 35242**, to: **5 Star LLC**, an Alabama corporation ("Lender"), whose address is **2201 Vestavia Dr Vestavia AL 35216.**

RECITALS

Borrower is justly indebted to Lender in the principal amount of Ten Thousand **\$10,000 dollars** together with interest thereon as evidenced by that certain Second Promissory Note (the "Note") of even date herewith, from Borrower payable to the order of Lender, which Note is fully incorporated herein by reference and is secured hereby. The Note shall mature on or before **03/01/2025** (the "Maturity Date") which is **1 year** after the first day of the **1st** calendar month after the date of this Mortgage.

THEREFORE, in consideration of the loan made by Lender to Borrower, Borrower hereby covenants to Lender as follows:

1. Mortgage. To secure the repayment of the Note and all renewals, extensions and modifications of the Note, and to secure Borrower's performance of the covenants and agreements contained in the Note and herein, Borrower hereby mortgages, grants and conveys to Lender and Lender's successors and assigns, with power of sale, the real property located in Jefferson County, State of State Of Alabama, legally described on Exhibit A that is attached hereto and incorporated herein by reference, together with all tenements, appurtenances, easements, hereditaments, privileges, minerals and mineral



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rights, water and water rights, buildings, fixtures, and improvements now or hereafter erected or located on the above-described real property (the “**Mortgaged Premises**”).


2. Statutory Covenants. Borrower makes and includes in this Mortgage the statutory covenants and other provisions with the Lender, as mortgagee, the following statutory covenants:
 - a. To warrant title to the Mortgaged Premises, subject to the Permitted Encumbrances, if any, as set forth on Exhibit B;
 - b. To pay the indebtedness as herein provided;
 - c. To pay all taxes and assessments now due or that may hereafter become liens against the Mortgaged Premises before penalty attaches thereto;
 - d. To keep all buildings insured against fire and against other hazards specified by Lender for an amount not less than the full replacement cost for the protection of Lender, including, but not limited to, lightning, hazards under the usual “extended coverage” endorsement, and all other hazards and risks of direct physical loss occasioned by any cause whatsoever, subject only to any exceptions and exclusions agreed to in writing by Lender. Such policy of insurance shall be delivered to Lender, name Lender as loss payee under the so-called standard mortgagee clause, contain no pro rata reduction provision, provide for not less than thirty (30) days’ notice to Lender of cancellation of said policy, and shall be written by insurance carriers approved by Lender, which approval shall not be unreasonably withheld;
 - e. To keep the Mortgaged Premises in good repair and commit no waste; and
 - f. That the whole of the indebtedness secured hereby shall become due after default in the payment of any installment of principal or interest, or of any tax, or in the performance of any other covenant contained herein, at the option of Lender.
3. Subordination. This Mortgage shall be subordinate only to a First Mortgage encumbering the Mortgaged Premises and securing that certain First Promissory Note of even date herewith by Borrower in favor of First Mortgage Lender.



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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider executed by Borrower and recorded with it.

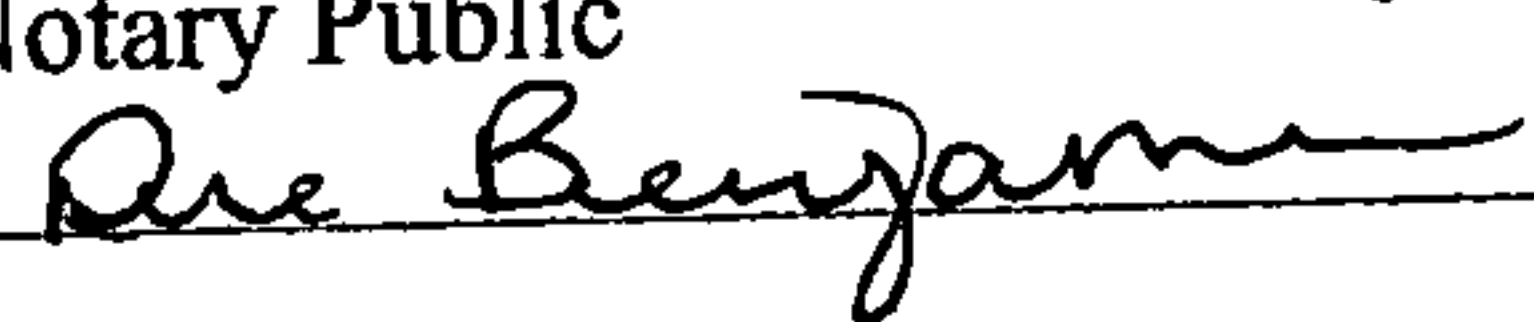
BORROWER:

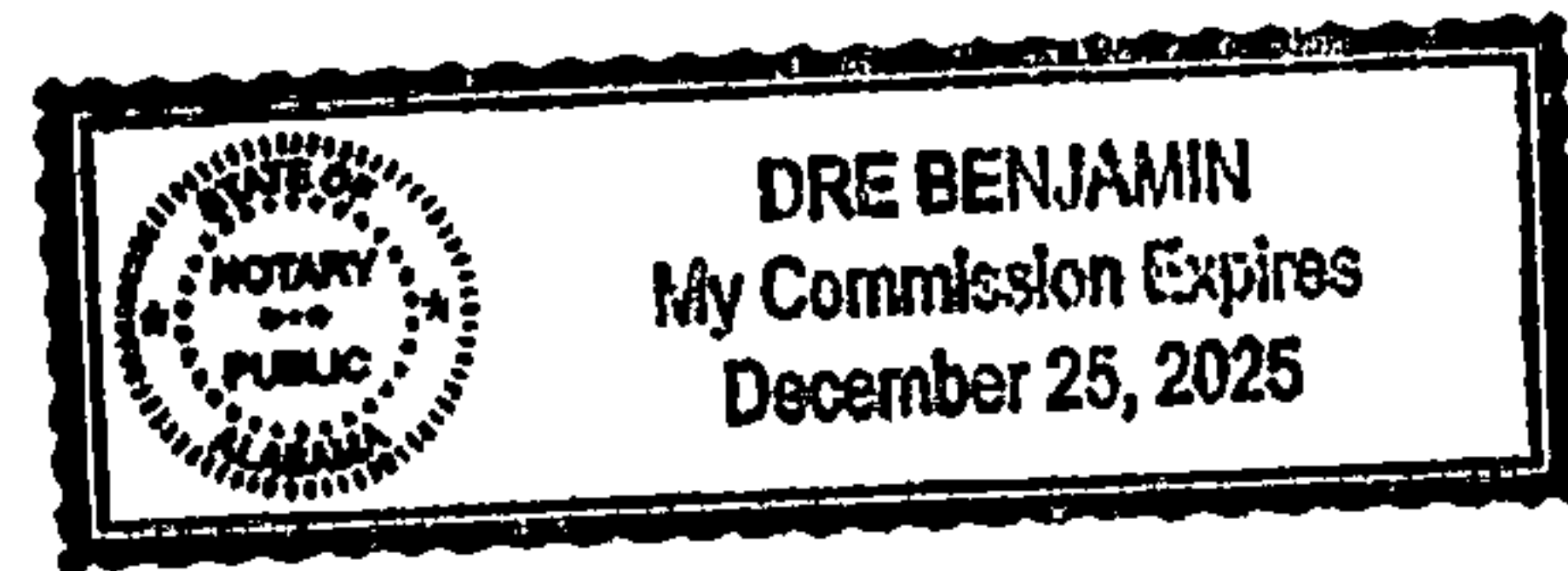


Keevin Staples

STATE OF Alabama)
) ss.
COUNTY OF Shelby)

The foregoing instrument was acknowledged before me this 16 day of February by Keevin Staples.

Notary Public






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EXHIBIT A

**Lot 1 According to the Map and Survey of Wagon Trace, Recorded in Map
book 6, page 140, in the office of the Judge of Probate of Shelby County,
Alabama**



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EXHIBIT B

(Permitted Encumbrances)

1. The First Mortgage

None



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STANDARD PROMISSORY NOTE

(SECURED)

State of Alabama

\$10,000

Date 02/15/2024

FOR VALUE RECEIVED, the undersigned, Keevin Staples

("Borrower"), hereby promises to pay to the ("Lender"), 5 Star LLC the principal sum of (the "Principal Amount") together with interest on the unpaid Principal Amount in accordance with the terms set forth below

1. Payment

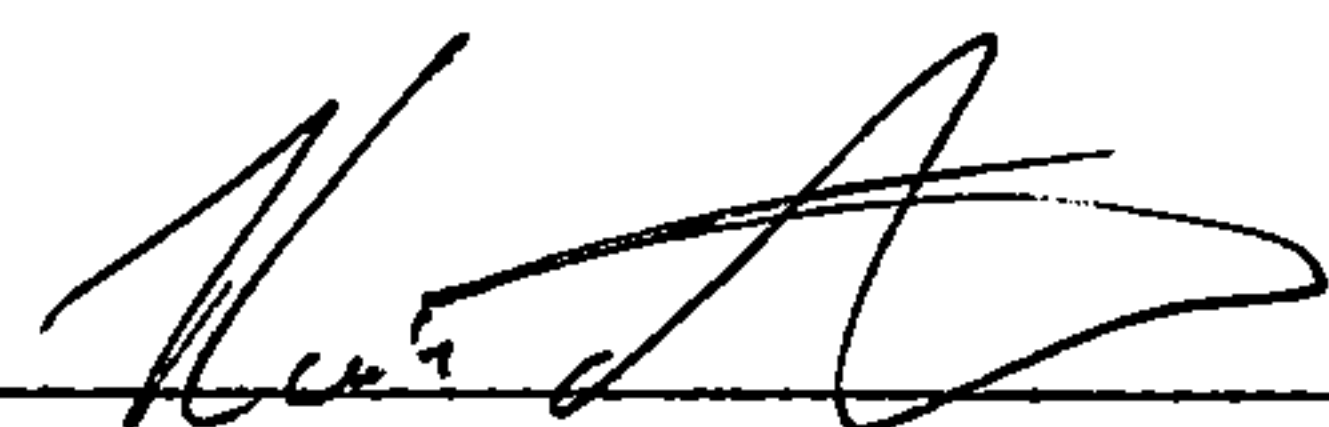
The Borrower shall pay a lump sum payment of 10,000 plus 13% interest and \$1,000 origination fee by 09/01/2024.

2. Term

This Note will mature, and be due and payable in full, on 09/01/2024.

3. Default

Where the Borrower fails to pay the Note in full on the Maturity Date or has failed to make an installment payment due within 15 days of the Maturity Date, all unpaid principal shall accrue at 20% or the maximum rate allowed by law, whichever is lower, until the Borrower is no longer in default.

 2/16/24

Keevin Staples Date

Notary Public:



