

THIS IS A PURCHASE MONEY MORTGAGE

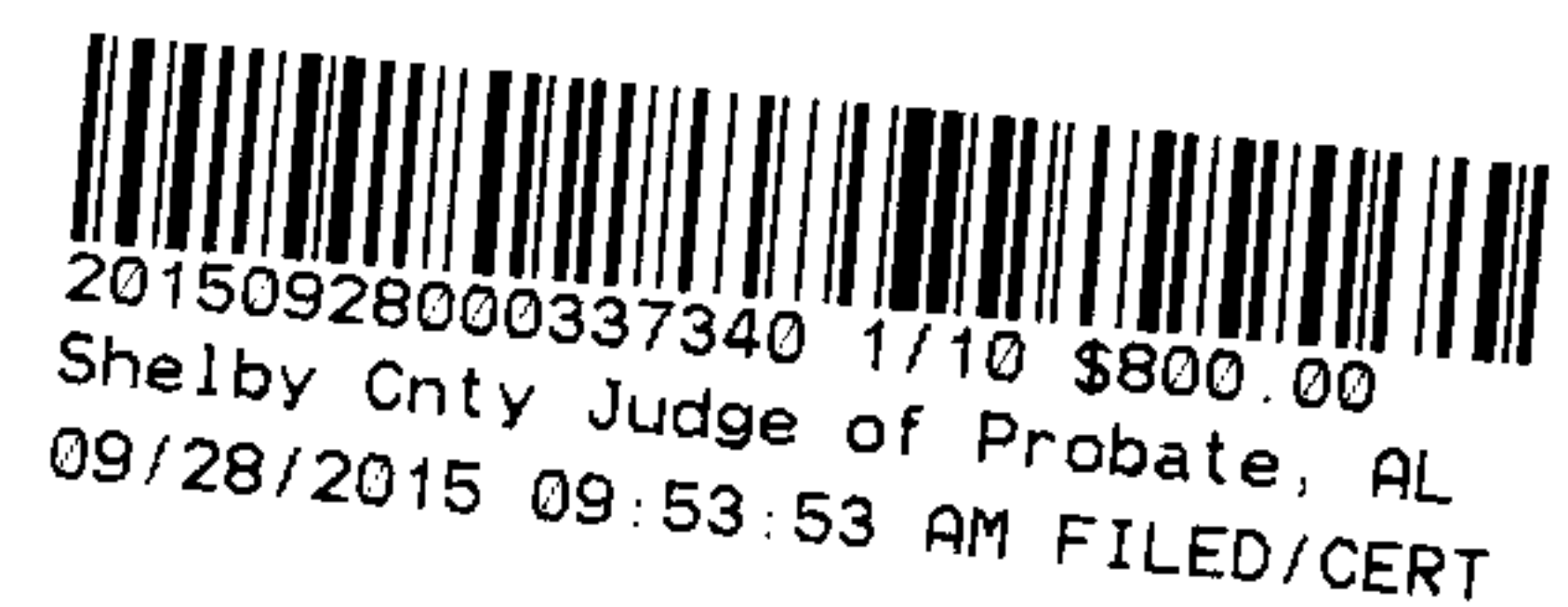
After Recording Return To:

Homes for Our Troops

Attn: John R. Silvia, Property Transfer Manager

6 Main Street

Taunton, MA 02780



_____ [Space Above This Line For Recording Data] _____

MORTGAGE AGREEMENT

The Effective Date of this Mortgage Agreement is September 25, 2015.

I. CERTAIN DEFINITIONS

(A) **"Mortgage"** means this Mortgage Agreement, which is being executed by Mortgagor to secure Mortgagor's obligations to Mortgagee with respect to the Debt.

(B) **"Mortgagor"** means Noah Galloway, a single man who will be residing at 105 Mountain Forest Trail, Calera, AL 35040.

(C) **"Mortgagee"** means Homes for Our Troops, Inc. a Massachusetts charitable corporation, with an address of 6 Main Street, Taunton, Massachusetts 02780.

(D) **"Property"** means the property that is described below under the heading "Mortgage of Rights in the Property."

(E) **"Veteran's Agreement"** means the agreement dated September 19, 2013 entered into between Mortgagor and Mortgagee, under which each party undertook certain obligations with respect to the building of a home for Mortgagor on the Property.

(F) **"Debt"** means the Unamortized Principal Balance of the Veteran's Promissory Note.

(G) **"Veteran's Promissory Note"** means the promissory noted in the Initial Principal Amount, executed by Mortgagor in favor of Mortgagee, effective as of the Effective Date.

(H) **"Initial Principal Amount"** means \$506,000.00.

(I) **"Reduced Principal Amount"** means the Initial Principal Amount, reduced by the SAH Grant Funds (as defined in the Veteran's Promissory Note), if and to the extent such SAH Grant Funds have been received by the Holder.

(J) **"Unamortized Principal Balance of the Veteran's Promissory Note"** means the Initial Principal Amount or the Reduced Principal Amount, if applicable, less the amount by which the applicable Principal Amount would have been reduced assuming (a) no principal amortization during the five (5) year period commencing on the Effective Date, and then (b) equal monthly

principal amortization, i.e., the applicable Principal Amount divided by 120, commencing on the sixth (6th) annual anniversary of the Effective Date, and then (c) at the end of the Note Term, amortization of the entire remaining Unamortized Principal Balance.

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

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 2) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. ' 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Mortgage, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(N) "Successor in Interest of Mortgagor" means any party that has taken title to the Property, whether or not that party has assumed Mortgagor's obligations under the Note and/or this Mortgage.

II. MORTGAGE OF RIGHTS IN THE PROPERTY

This Mortgage secures to Mortgagee (i) the repayment of the Debt and (ii) the performance of Mortgagor's covenants and agreements under the Veteran's Agreement, the Veteran's Promissory Note and this Mortgage. For this purpose, Mortgagor does hereby mortgage, grant and convey to Mortgagee and Mortgagee's successors and assigns, with power of sale, the real property described on **Exhibit A** attached hereto and made a part hereof,

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property."

Mortgagor represents and warrants to Mortgagee that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

III. COVENANTS.

Mortgagor and Mortgagee covenant and agree as follows:



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Shelby Cnty Judge of Probate, AL
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1. Charges; Liens.

(a) Mortgagor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Mortgage, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any.

(b) Mortgagor shall promptly discharge any lien which has priority over this Mortgage unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee, but only so long as Mortgagor is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Mortgagee's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this Mortgage. If Mortgagee determines that any part of the Property is subject to a lien which can attain priority over this Mortgage, Mortgagee may give Mortgagor a notice identifying the lien. Within 10 days of the date on which that notice is given, Mortgagor shall satisfy the lien or take one or more of the actions set forth above in this Section

2. Property Insurance.

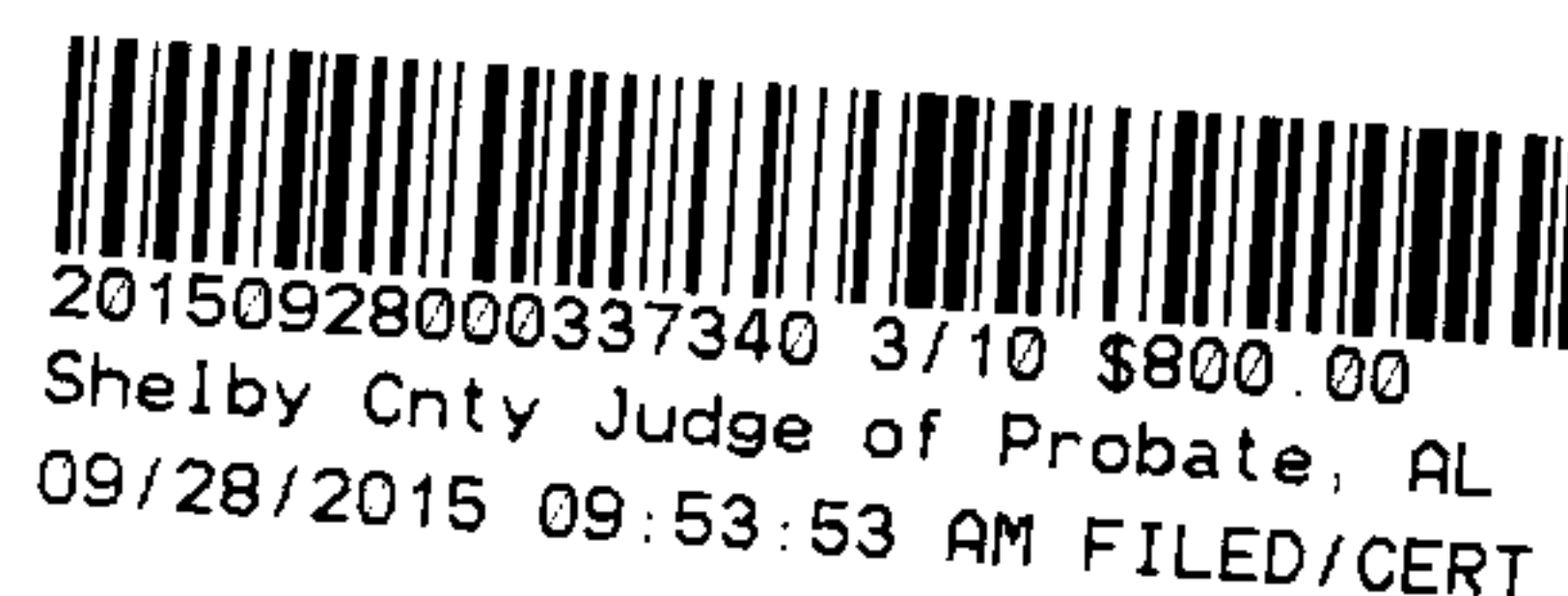
(a) Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Mortgagee requires.

(b) If Mortgagor fails to maintain any of the coverages described above, Mortgagee may obtain insurance coverage, at Mortgagee's option and Mortgagor's expense. Mortgagee is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Mortgagee, but might or might not protect Mortgagor, Mortgagor's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect.

(c) All insurance policies required by Mortgagee and renewals of such policies shall be subject to Mortgagee's right to disapprove such policies, shall include a standard mortgage clause, and shall name Mortgagee as mortgagee and/or as an additional loss payee. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. If Mortgagor abandons the Property, Mortgagee may file, negotiate and settle any available insurance claim and related matters.

3. Preservation, Maintenance and Protection of the Property; Inspections.

(a) Mortgagor shall not destroy, damage or impair the Property, allow the Property to



deteriorate or commit waste on the Property. Whether or not Mortgagor is residing in the Property, Mortgagor shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 2 that repair or restoration is not economically feasible, Mortgagor shall promptly repair the Property if damaged to avoid further deterioration or damage. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Mortgagor is not relieved of Mortgagor's obligation for the completion of such repair or restoration.

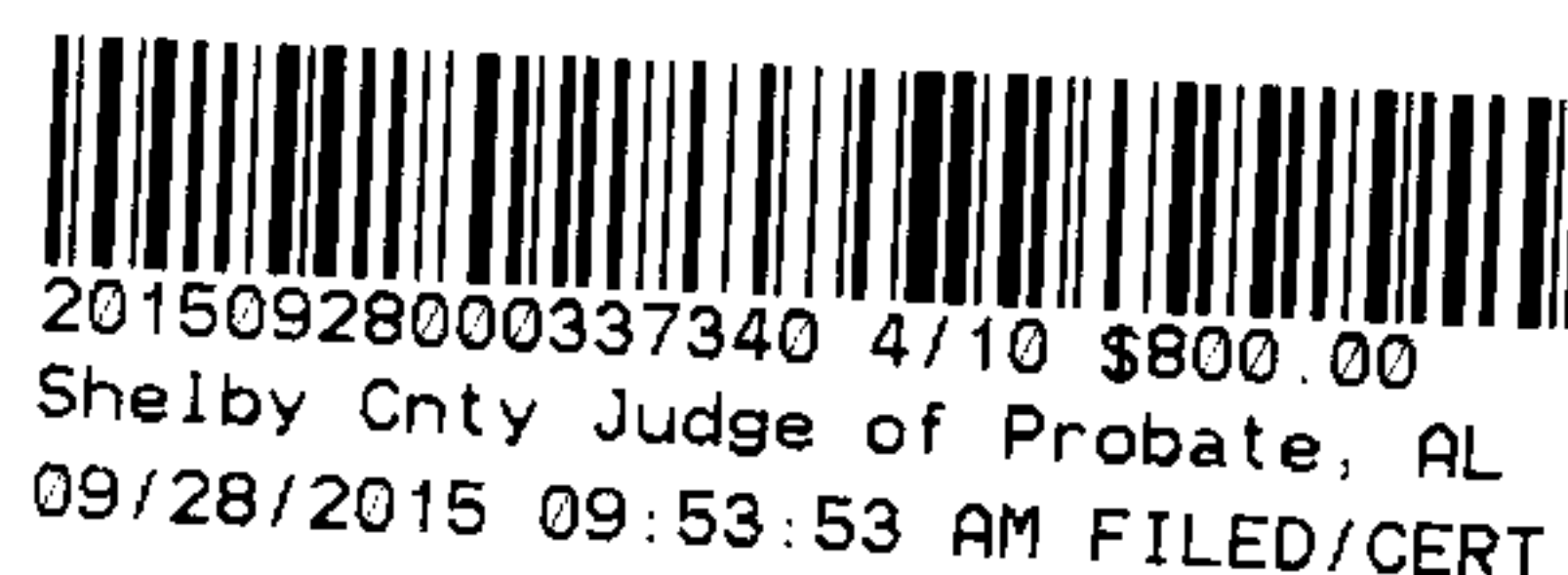
(b) Mortgagee or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Mortgagee may inspect the interior of the improvements on the Property. Mortgagee shall give Mortgagor notice at the time of or prior to such an interior inspection specifying such reasonable cause.

4. Protection of Mortgagee's Interest in the Property and Rights under this Mortgage.

(a) If (i) Mortgagor fails to perform the covenants and agreements contained in this Mortgage, (ii) there is a legal proceeding that might significantly affect Mortgagee's interest in the Property and/or rights under this Mortgage (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Mortgage or to enforce laws or regulations), or (iii) Mortgagor has abandoned the Property, then Mortgagee may do and pay for whatever is reasonable or appropriate to protect Mortgagee's interest in the Property and rights under this Mortgage, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property.

(b) Mortgagee's actions can include, but are not limited to: (i) paying any sums secured by a lien which has priority over this Mortgage; (ii) appearing in court; and (iii) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Mortgage, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Mortgagee may take action under this Section 4, Mortgagee does not have to do so and is not under any duty or obligation to do so. It is agreed that Mortgagee incurs no liability for not taking any or all actions authorized under this Section 4.

5. Mortgagor Not Released; Forbearance By Mortgagee Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to Mortgagor or any Successor in Interest of Mortgagor shall not operate to release the liability of Mortgagor or any Successors in Interest of Mortgagor. Mortgagee shall not be required to commence proceedings against any Successor in Interest of Mortgagor or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor or any Successors in Interest of Mortgagor. Any forbearance by Mortgagee in exercising any right or remedy including, without limitation, Mortgagee's acceptance of payments from third persons, entities or Successors in Interest of Mortgagor or in amounts less than the amount then due, shall



not be a waiver of or preclude the exercise of any right or remedy.

6. Loan Charges. Mortgagee may charge Mortgagor for any costs Mortgagee incurs as a result of this agreement or the breach thereof and may charge fees for services performed in connection with Mortgagor's default, for the purpose of protecting Mortgagee's interest in the Property and rights under this Mortgage, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Mortgage to charge a specific fee to Mortgagor shall not be construed as a prohibition on the charging of such fee. Mortgagee may not charge fees that are expressly prohibited by this Mortgage or by Applicable Law.

7. Transfer of the Property or a Beneficial Interest in Mortgagor.

(a) As used in this Section 7, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Mortgagor at a future date to a purchaser.

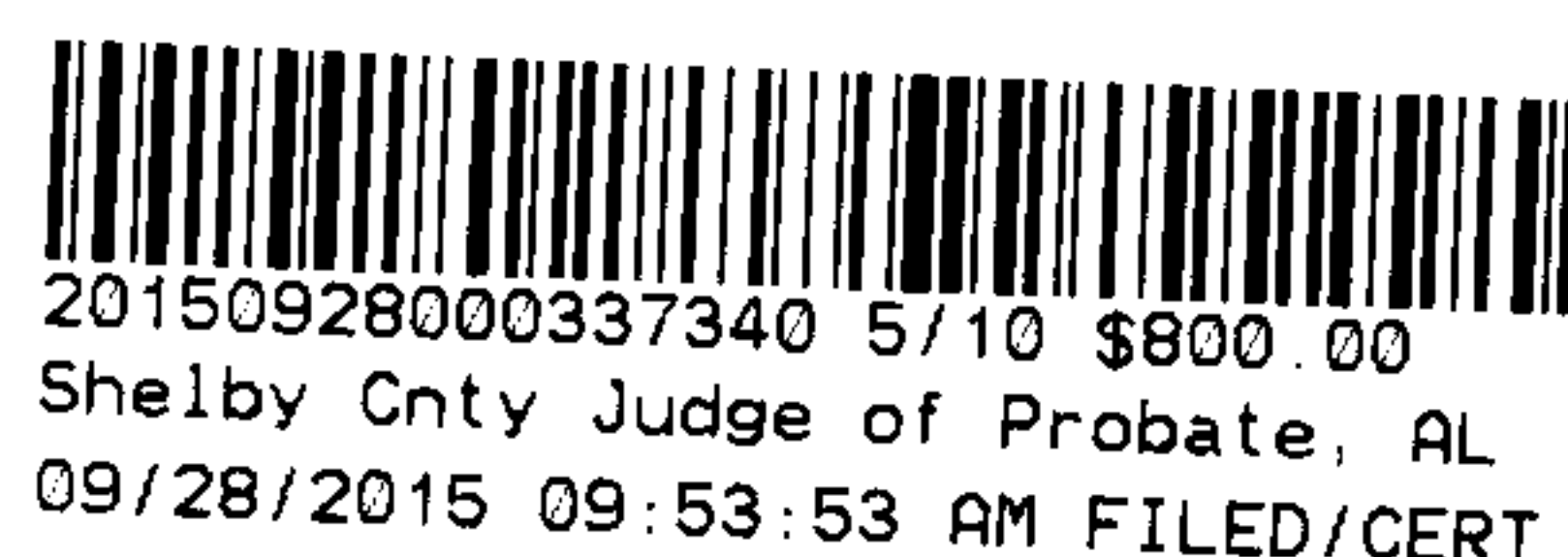
(b) If all or any part of the Property or any Interest in the Property is sold or transferred (or if Mortgagor is not a natural person and a beneficial interest in Mortgagor is sold or transferred) without Mortgagee's prior written consent, Mortgagee shall require immediate payment in full of all sums secured by this Mortgage Agreement. However, this option shall not be exercised by Mortgagee if such exercise is prohibited by federal law. If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 10 within which Mortgagor must perform under the terms of the Guarantee Agreement and pay all sums due under this Mortgage. If Mortgagor fails to perform and/or pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

(c) Neither Mortgagor nor Mortgagee may commence, join or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Mortgage or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Mortgage, until such Mortgagor or Mortgagee has notified the other party (with such notice given in compliance with the requirements of Section 10) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph.

8. Hazardous Substances.

(a) As used in this Section 8:

(i) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline,



kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials;

(ii) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection;

(iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and

(iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that (i) is in violation of any Environmental Law, (ii) creates an Environmental Condition, or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

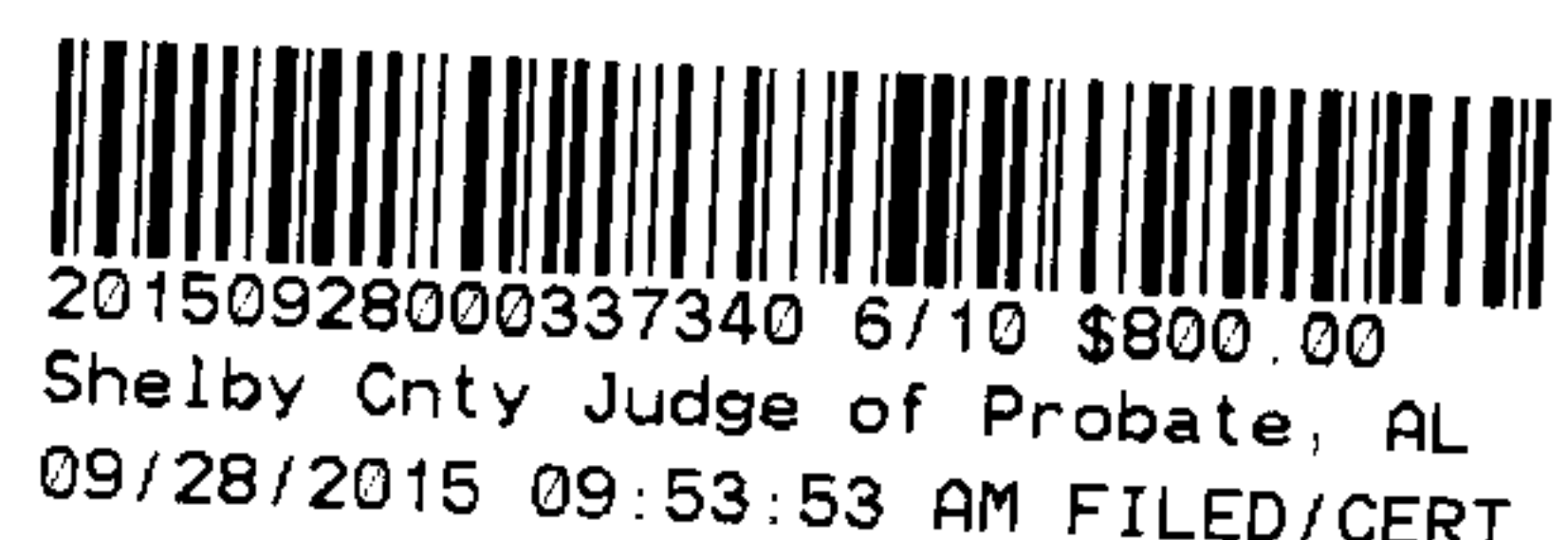
(c) Mortgagor shall promptly give Mortgagee written notice of (i) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge, (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (iii) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property.

(d) If Mortgagor learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law.

(e) Nothing herein shall create any obligation on Mortgagee for an Environmental Cleanup.

9. Occupancy.

(a) Mortgagor shall occupy, establish, and use the Property as Mortgagor's primary residence within 60 days after the execution of this Mortgage and shall continue to occupy the Property as Mortgagor's primary residence throughout the period commencing on the Effective Date and ending on the expiration of ten (10) years and One (1) day from and after the Effective Date (the "Required Occupancy Period"); provided that this covenant shall be deemed satisfied if throughout the Required Occupancy Period the Property is occupied as Mortgagor's primary



residence or the primary residence of Mortgagor's spouse or domestic partner or minor children. Failure to so occupy the premises shall be deemed a material breach of this Mortgage.

(b) Consistent with the foregoing covenant, Mortgagee may declare a default if, before the end of the Required Occupancy Period, (i) none of the Mortgagor, the Mortgagor's spouse or domestic partner or the Mortgagor's minor children, if any, continue to occupy the Property as their primary residence; or (ii) the Property ceases to be owned by the Mortgagor, the Mortgagor's spouse or domestic partner and minor children, if any, or a trust for the benefit of Mortgagor's spouse or domestic partner and minor children, if any; or (iii) any other default occurs under this Mortgage.

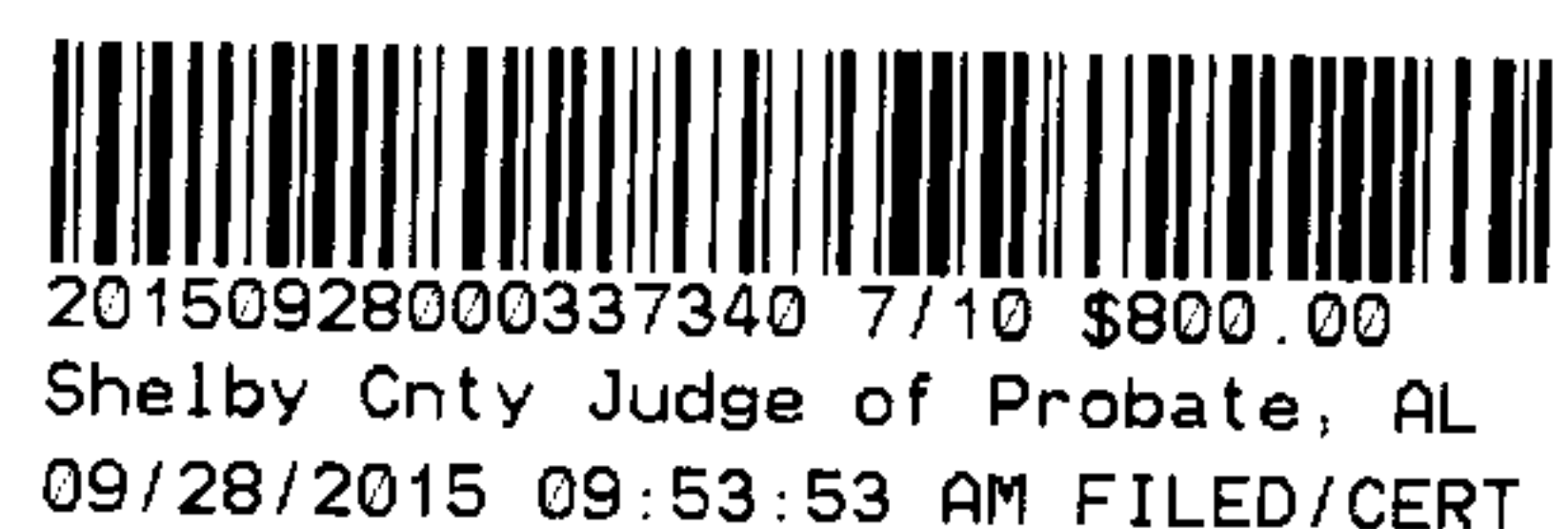
10. Acceleration; Remedies.

(a) Mortgagee shall give notice to Mortgagor prior to acceleration following Mortgagor's breach of any covenant or agreement in this Mortgage (but not prior to acceleration under Section 9 unless Applicable Law provides otherwise). The notice shall specify: (i) the nature of the default; (ii) the action required to cure the default; (iii) a date, not less than thirty (30) days from the date the notice is given to Mortgagor, by which the default must be cured; and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Mortgagor to acceleration and sale. If the default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand, may invoke the STATUTORY POWER OF SALE and any other remedies permitted by Applicable Law. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 10, but not limited to, reasonable attorney's fees and costs of title evidence.

(b) If Mortgagee invokes the STATUTORY POWER OF SALE, Mortgagee shall mail a copy of a notice of sale to Mortgagor, and to other persons prescribed by Applicable Law, in the manner provided by Applicable Law. Mortgagee shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Mortgagee or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (i) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (ii) to all sums secured by this Mortgage; and (iii) any excess to the person or persons legally entitled to it.

11. Release. Notwithstanding anything in the Veteran's Promissory Note or this Mortgage to the contrary, if the Property is occupied as Maker's primary residence or the primary residence of Maker's minor children throughout the entire Required Occupancy Period and a default does not otherwise occur under the terms of the Veteran's Agreement, the Veteran's Promissory Note or this Mortgage, this Mortgage will be released, at Mortgagee's expense.

12. Waivers. Mortgagor waives all rights of homestead exemption in the Property



and relinquishes all rights of courtesy and dower in the Property.

13. Notices. Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth in this agreement. Notice sent to the address of the real property described in **Schedule A**, is the address of the Mortgagor, unless written change is provided to Mortgagee.

14. Governing Law; Severability; Rules of Construction.

(a) This Mortgage shall be governed by federal law and the law of the jurisdiction in which the Property is located.

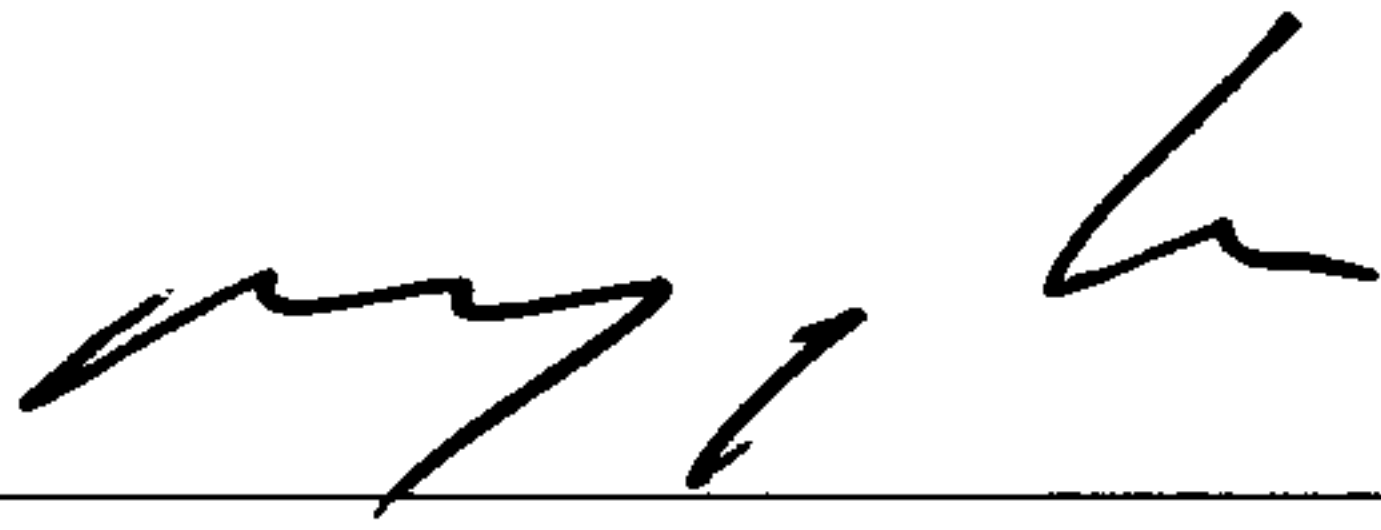
(b) All rights and obligations contained in this Mortgage are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract.

(c) In the event that any provision or clause of this Mortgage conflicts with Applicable Law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision.

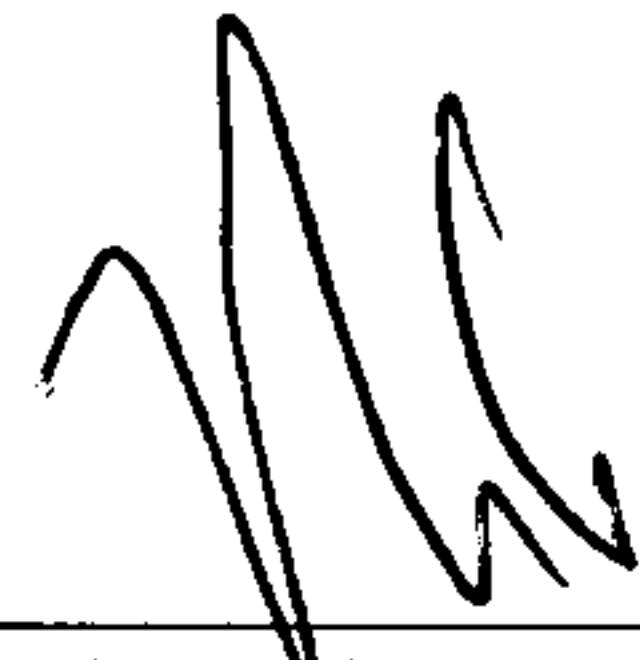
(d) As used in this Mortgage: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

15. Mortgagor's Copy. Mortgagor shall be given one copy of this Mortgage.

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



Witness



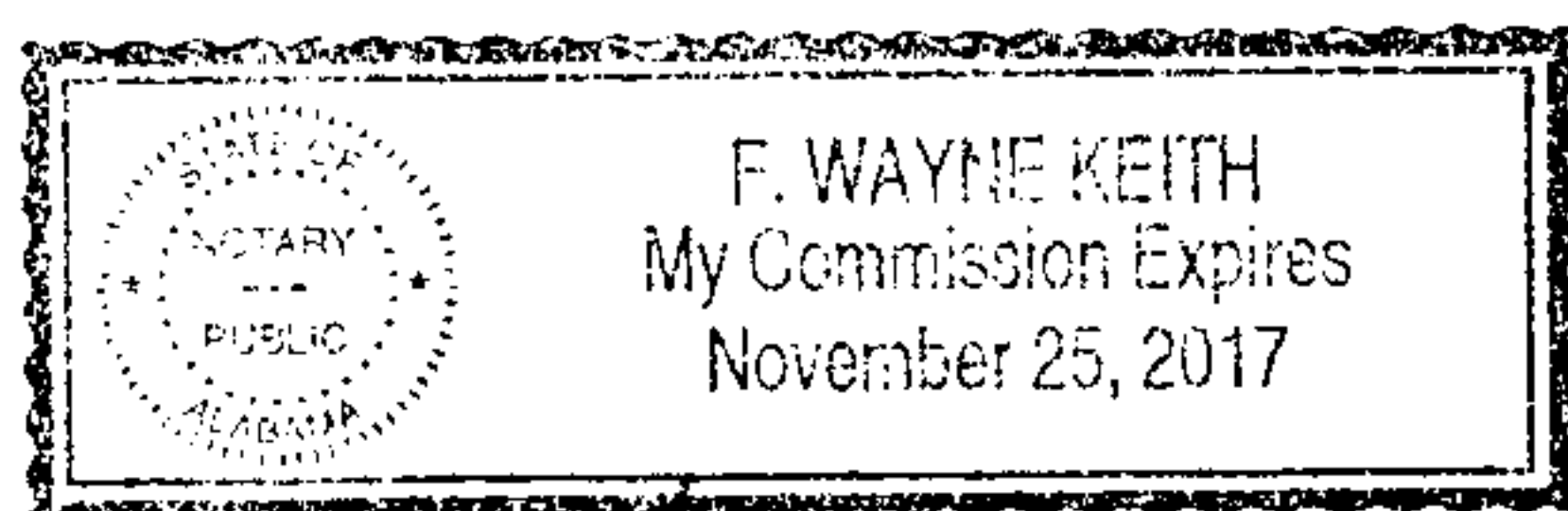
Noah Galloway

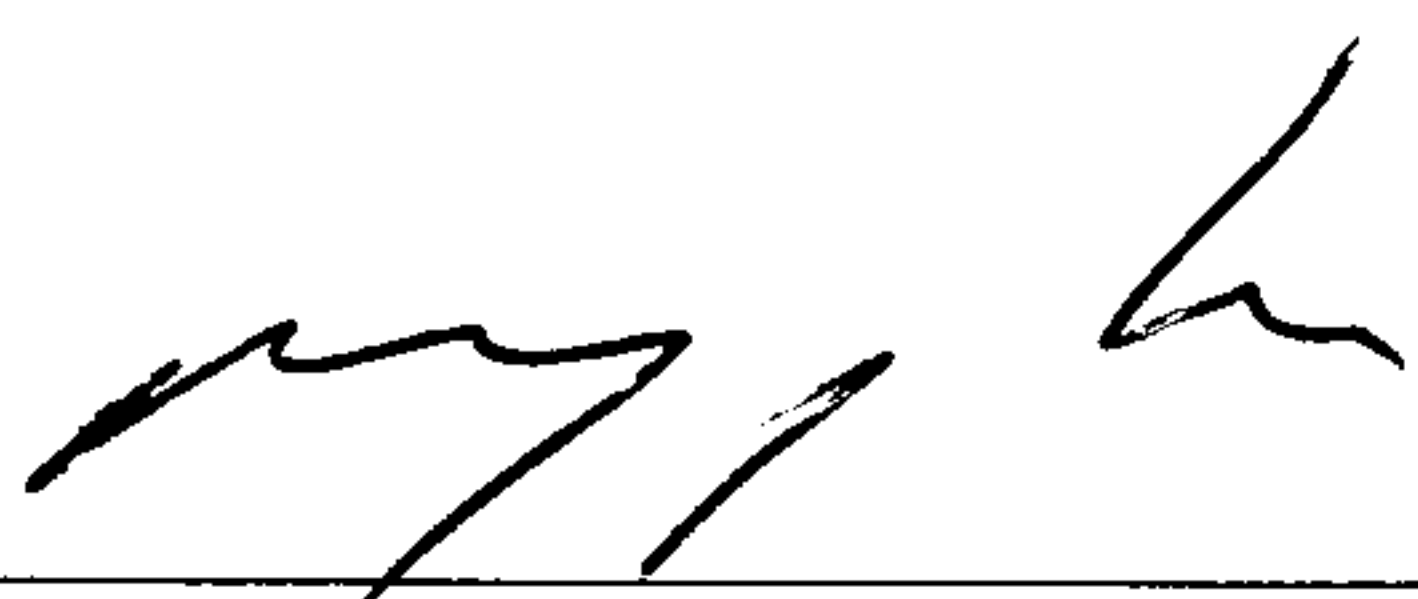

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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA
SHELBY COUNTY

On this November 22, 2010, I, the undersigned, a Notary Public in and for said county an in said state, hereby certify that Noah Galloway, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance he, executed the same voluntarily and as his act on the day the same bears date.

Given under my hand and seal of office on the 25th day of September, 2015.





Notary Public



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Shelby Cnty Judge of Probate, AL
09/28/2015 09:53:53 AM FILED/CERT

EXHIBIT A

Lot 6, according to the Survey of Shelby Springs Farms Lakeland, Sector 2, as recorded in Map Book 24, Page 144 A, B, & C, in the Probate Office of Shelby County, Alabama.

