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MORT 1/37

THIS MORTGAGE DOES NOT SECURE FUTURE OR FURTHER ADVANCES. THE MAXIMUM PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED HEREBY IS \$4,264,000.00, WHICH REPRESENTS THE FAIR MARKET VALUE OF THE SHELBY COUNTY PROPERTY. SEE ALSO SECTION 15.03 HEREIN.

PREPARED BY:
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AFTER RECORDING RETURN TO:
Westcor Land Title Insurance Company
600 W Germantown Pike, Ste. 450
Plymouth Meeting, PA 19462
Attn: AM-RES-2017-3

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT
AND FIXTURE FILING (TRANCHE 3A)**

THIS INSTRUMENT IS BEING FILED AS AND SHALL CONSTITUTE A MORTGAGE AND A FINANCING STATEMENT FILED AS A FIXTURE FILING IN ACCORDANCE WITH ALABAMA CODE SECTION 7-9A-502 AND SHOULD BE CROSS-INDEXED IN THE INDEX OF FIXTURE FILINGS. DEBTOR IS THE RECORD OWNER OF THE REAL PROPERTY DESCRIBED HEREIN. THE NAMES AND ADDRESSES OF DEBTOR ("MORTGAGOR" HEREIN) AND THE SECURED PARTY ("MORTGAGEE" HEREIN) ARE SET FORTH HEREIN.

HOME SFR BORROWER IV, LLC
(Mortgagor)

to

AMHERST SFR LENDER, LLC, in its capacity as Agent
(Mortgagee)

Dated: As of November 29, 2017
County: Shelby
State: Alabama

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT
AND FIXTURE FILING (TRANCHE 3A)**

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (TRANCHE 3A) (this “*Mortgage*”) is made as of this 29 day of November, 2017, by **HOME SFR BORROWER IV, LLC**, a Delaware limited liability company, as mortgagor, having an address at c/o Altisource Residential Corporation, 5100 Tamarind Reef, Christiansted, USVI 00820 (“*Mortgagor*”), for the benefit of **AMHERST SFR LENDER, LLC**, a Delaware limited liability company, in its capacity as Agent (as defined in the Loan Agreement (as hereinafter defined)), for the benefit of the Lender (as hereinafter defined) having an address at 5001 Plaza on the Lake, Austin, Texas 78746, Attention: General Counsel – Single Family Equity (in such capacity, together with its successors and/or assigns, “*Mortgagee*”).

WITNESSETH:

A. Pursuant to the terms, conditions and provisions of the Loan Agreement (Tranche 3A) (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “*Loan Agreement*”), by and among Mortgagee, Mortgagor, VACA MORADA PARTNERS, LP, a Delaware limited partnership (“*VM Lender*”), and MSR II, L.P., a Delaware limited partnership (“*MSR II Lender*”, and together with VM Lender collectively, the “*Lender*”), the Lender has loaned the principal sum of ONE HUNDRED FOURTEEN MILLION TWO HUNDRED ONE THOUSAND TWO HUNDRED TWENTY-FIVE AND 43/100 DOLLARS (\$114,201,225.43) in connection therewith (the “*Loan*”). The Loan is evidenced by that certain Promissory Note (Tranche 3A) dated the date hereof made by Mortgagor in favor of Mortgagee (together with all extensions, renewals, replacements, restatements or modifications (including the possible increase in principal amount of the indebtedness) thereof, being hereinafter referred to as the “*Note*”). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement.

B. Mortgagor desires to secure the payment of the outstanding principal amount of the Loan together with all interest accrued and unpaid thereon and all other sums due to Lender in respect of the Loan under the Note, the Loan Agreement and the other Loan Documents (the “*Debt*”) and the performance of all of its obligations under the Note, the Loan Agreement and the other Loan Documents.

C. This Mortgage is given pursuant to the Loan Agreement, and payment, fulfillment and performance by Mortgagor of its obligations thereunder and under the other Loan Documents are secured hereby, and each and every term and provision of the Loan Agreement and the Note, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Mortgage.

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Mortgage and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Mortgagor:

ARTICLE I.

GRANTS OF SECURITY

Section 1.01 Property Mortgaged. Mortgagor does hereby irrevocably mortgage, grant, bargain, sell, convey, pledge, assign, warrant, and transfer to Mortgagee, and its successors and assigns, all right, title, interest and estate of Mortgagor now owned, or hereafter acquired by Mortgagor, in and to the following (collectively, the “***Property***”):

(a) Land. The real property identified on **Schedule 1** attached hereto and made a part hereof and more particularly described in **Exhibits A-1** through **A-25**, inclusive, attached hereto and made a part hereof (collectively, the “***Land***”);

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Mortgagor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by addendum, modification, supplemental mortgage or otherwise be expressly made subject to the lien of this Mortgage;

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the “***Improvements***”);

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Equipment. All “equipment,” as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Mortgagor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Mortgagor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the “***Equipment***”). Notwithstanding the foregoing, Equipment shall not include any property belonging to Tenants under Leases except to the extent that Mortgagor shall have any right or interest therein;

Street Address: 104 Stonehaven Dr

County: Shelby

Asset Number: 1176132

Tax Parcel ID/APN: 13 6 23 1 006 019.000

LOT 19, ACCORDING TO THE SURVEY OF THE COTTAGES AT STONEHAVEN, AS RECORDED IN MAP BOOK 21, PAGE 26, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Exhibit A - 2

Street Address: 1144 Village Trail

County: Shelby

Asset Number: 1208291

Tax Parcel ID/APN: 22 7 35 2 006 005.000

LOT 107, ACCORDING TO THE SURVEY OF WATERFORD VILLAGE SECTOR 2, AS RECORDED IN MAP BOOK 30, PAGE 112, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Exhibit A - 3

Street Address: 120 Sunset Trail

County: Shelby

Asset Number: 1136250

Tax Parcel ID/APN: 23 7 25 3 002 005.000

LOT 5, ACCORDING TO STAGECOACH TRACE FIRST SECTOR AS RECORDED IN MAP BOOK 25 PAGES 24 A, B, AND C, SHELBY COUNTY, ALABAMA RECORDS.

Exhibit A - 4

Street Address: 1209 Amberley Woods Dr

County: Shelby

Asset Number: 1356828

Tax Parcel ID/APN: 13 8 27 3 000 001.122

LOT 128, ACCORDING TO THE AMENDED MAP OF AMBERLY WOODS, 5TH SECTOR, AS RECORDED IN MAP BOOK 21, PAGE 102, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Exhibit A - 5

Street Address: 126 Chadwick Dr

County: Shelby

Asset Number: 1167552

Tax Parcel ID/APN: 13 1 02 1 000 016.040

LOT 14, ACCORDING TO THE SURVEY OF CHADWICK, SECTOR 2, AS RECORDED IN MAP BOOK 17, PAGE 127, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

Exhibit A - 6

Street Address: 126 St Charles Dr

County: Shelby

Asset Number: 1306341

Tax Parcel ID/APN: 13 5 21 2 000 005.066

LOT 18, ACCORDING TO THE SURVEY OF MAGNOLIA PARK, ST. CHARLES PLACE, PHASE THREE, SECTION ONE, AS RECORDED IN MAP BOOK 21, PAGE 4 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Exhibit A - 7

Street Address: 126 Stonehaven Dr

County: Shelby

Asset Number: 1554089

Tax Parcel ID/APN: 13 6 23 1 006 008.000

LOT 8, ACCORDING TO THE SURVEY OF THE COTTAGES OF STONEHAVEN, AS RECORDED IN MAP BOOK 21, PAGE 26 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

Exhibit A - 8

Street Address: 141 Stonebriar Dr

County: Shelby

Asset Number: 1437928

Tax Parcel ID/APN: 28 6 14 0 000 053.000

Lot 123-A, according to a Resurvey of Stonebriar Phase I, as recorded in Map Book 38, Page 61, in the Probate Office of Shelby County, Alabama

Exhibit A - 9

Street Address: 148 Pebble Ln

County: Shelby

Asset Number: 1326456

Tax Parcel ID/APN: 23 2 03 4 003 003.000

LOT 12, ACCORDING TO THE SURVEY OF OAKWOOD VILLAGE, PHASE TWO, AS RECORDED IN MAP BOOK 20, PAGE 81, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Exhibit A - 10

Street Address: 173 St Charles Dr

County: Shelby

Asset Number: 1359383

Tax Parcel ID/APN: 13 5 21 2 000 001.011

Lot 22, according to the survey of Saint Charles Place, Jackson Square, Phase Two, Sector Three, as recorded in Map Book 20, Page 39, in the Probate Office of Shelby County, Alabama.

Exhibit A - 11

Street Address: 194 Carrington Ln

County: Shelby

Asset Number: 1399135

Tax Parcel ID/APN: 22 9 31 1 002 015.000

THE FOLLOWING DESCRIBED REAL ESTATE, LYING AND BEING IN THE COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT: LOT 20, ACCORDING TO THE RESURVEY OF CARRINGTON SECTOR II, AS RECORDED IN MAP BOOK 26, PAGE 141, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

Exhibit A - 12

Street Address: 2045 Highview Way

County: Shelby

Asset Number: 1242690

Tax Parcel ID/APN: 22 8 34 1 006 012.000

Lot 956 according to the Survey of Waterford Highlands, Sector 4, Phase 2, as recorded in Map Book 36, Page 15A and 15B in the Probate Office of Shelby County, Alabama.

Exhibit A - 19

Street Address: 328 Union Station Way

County: Shelby

Asset Number: 1476333

Tax Parcel ID/APN: 28 3 05 0 011 018.000

Lot 33, according to the Survey of Union Station Phase 1 as recorded in map Book 41, Page 41 in the Probate Office of Shelby County, AL

Exhibit A - 20

Street Address: 392 Old Cahaba Trail

County: Shelby

Asset Number: 1261627

Tax Parcel ID/APN: 13 4 20 1 003 027.000

LOT 727, ACCORDING TO THE SURVEY OF OLD CAHABA, CEDAR CREST SECTOR, AS RECORDED IN MAP BOOK 24, PAGE 11, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Exhibit A - 21

Street Address: 412 Daventry Circle

County: Shelby

Asset Number: 1007920

Tax Parcel ID/APN: 28 3 05 1 002 037.000

Lot 65, according to the survey of Daventry, Sector II, as recorded in Map Book 26. Page 4 in the Probate Office of Shelby County, Alabama.
