

**20191031000402830**  
**10/31/2019 12:19:39 PM**  
**MORT 1/5**

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Mortgage Prepared by:  
Ebury Street Capital, LLC  
41 Purdy Ave  
Rye, NY 10580  
(212) 634-9097

Return to:  
PARKER LAW FIRM, PLLC  
P. O. Box 1762  
Purvis, MS 39475  
(601) 794-2683

STATE OF ALABAMA  
COUNTY OF SHELBY

COVERSHEET TO MORTGAGE

Indexing instructions and legal descriptions are attached hereto and described on "Exhibit A".

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Real Estate Mortgage

**This Indenture Witnesseth**, That, HGM Holdings, LLC ("The Mortgagor"), **Mortgages and Warrants** to Red Clover I LLC ("the Mortgagee"), having an address of PO Box 278, Rye, New York 10580, the following described real estate in Shelby County, Alabama:

See Attached Exhibit "A"

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated September 13, 2019 in the principal amount of Five Hundred Thousand DOLLARS (\$500,000) with interest as therein provided, together with all subsequent notes for the purchase of real estate.

Said principal and interest are payable as follows: Borrower shall make monthly payments due on the first of each month, with the first mortgage payment being due on October 1, 2019.

The Mortgagor covenants and agrees with the Mortgagee that:

1. **Payment of the Indebtedness.** The Mortgagor shall pay when due all indebtedness secured by this mortgage on the dates and in the amounts, respectively, as provided in the Note or in the mortgage, without relief from valuation and appraisal laws, and with any attorney's fees.
2. **No Liens.** The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.
3. **Repair of Mortgaged Premises; Insurance.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance from an insurance company acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the mortgagee may reasonably require from time to time, and all such Insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of Insurance shall be delivered to and retained by the Mortgagee until the Indebtedness secured hereby is fully paid.

4. **Taxes and Assessments.** The Mortgagor shall pay all taxes or assessments levied or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
5. **Advancements to Protect Security.** The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the same rate as the Note. Such sums may include, but are not limited to insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses or attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.
6. **Default by Mortgagor; Remedies of Mortgagee.** Upon default by the Mortgagor in any payment provided for herein or in the Note or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, except if said trustee or receiver is appointed in any bankruptcy action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain another appropriate title evidence, and may add the cost thereof to the principal balance due.
7. **Non-Waiver; Remedies Cumulative.** No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.
8. **Extensions; Reductions; Renewals; Continued Liability of the Mortgagor.** The Mortgagee at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lienholder, and without the consent of the Mortgagor if the Mortgagor has parted with the title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.
9. **General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the

several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

10. Additional Provisions. None.

In Witness Whereof, The Mortgagor has executed this mortgage, this 12 day of September 2019

HGM Holdings, LLC

By: David Hardcastle  
Title: Managing Member

STATE OF California )  
COUNTY OF Fresno )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David Hardcastle whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 12<sup>th</sup> day of September, 2019.

My Commission Expires: 01/20/23

Andrea L. Daw  
Notary Public

Property Address:



Mortgagee's Address: 575 E. Locust Ave Suite 120, Fresno, CA 93720

Exhibit A

1. OLD IVY SUBDIVISION PH2, LOT 46, MAP BOOK: 36, PAGE: 006

Parcel: 28 6 23 0 000 097.000

More Commonly Known As: 387 Ivy Hills Circle, Calera, AL 35040

2. WILLOW COVE PHASE 2, LOT 39, MAP BOOK: 24, PAGE 049

Parcel: 35 1 02 0 002 039.000

More Commonly Known As: 100 Cove Landing, Calera AL 35040

3. BIRMINGHAM JUNCTION, BLOCK 3, LOT 6, MAP BOOK: 14, PAGE: 239

Parcel: 36 2 09 3 001 029.000

More Commonly Known As: 301 Co Rd 8, Montevallo, AL 35115

4. COM SE COR SE ¼ NE ¼ N 165.33 W 220.96 TO POB: SW352.13 TO E ROW HWY #31 NW ALG  
ROW 223.55 NE352.13 SE223.55 TO POB.

Parcel: 22 4 18 0 000 033.002

More Commonly Known As: 891 US-31 Alabaster, AL 35007



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
10/31/2019 12:19:39 PM  
\$784.00 CHERRY  
20191031000402830

*Allen S. Bayl*