

STATE OF ALABAMA            )  
COUNTY OF JEFFERSON        )

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MORT 1/6

## MORTGAGE

This Mortgage is given by **JAMES TERRY ISAMINGER, JR.**, a married man, hereinafter called "Mortgagor," to **RED ELEPHANT PROPERTY MANAGEMENT, LLC AND WHITEFISH HOLDINGS, LLC**, hereinafter called "Mortgagee", which term includes the holder of this Mortgage, to secure payment of the PRINCIPAL SUM OF ONE HUNDRED THOUSAND and NO/100 DOLLARS (\$100,000.00) together with interest thereon computed on the outstanding balance, all as provided in a Joint Venture Agreement between the Parties, on December 13, 2019, specifically to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Joint Venture thereon.

TO SECURE TO MORTGAGEE the repayment of the Indebtedness, and all renewals, extensions and modifications of the Indebtedness, and the performance of the covenants and agreements of Mortgagor contained in the documents, Mortgagor mortgages, warrants, grants, bargains, sells, conveys and assigns to Mortgagee, with power of sale, an interest in the following described real estate, located in the City of Pelham, County of Shelby, and the State of Alabama, to-wit:

Legal Description: Lot 5, according to the Final Plat of Indian Lake Cove, as recorded in Map Book 31, Page 65, in the Probate Office of Shelby County, Alabama.

Subject to Restrictions, rights of way, covenants easement(s) of record, setback lines, agreements, and mineral/mining rights of record, if any.

PROPERTY ADDRESS: 101 Indian Lake Cove, Pelham, AL 35124

"RIDERS" means all Riders to this Security Instrument that are executed by Mortgagor. The following Riders are to be executed by Mortgagor (check box as applicable):

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> VA Rider          |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider         |  |
| <input type="checkbox"/> Other                 |   |  |

Mortgagor further covenants and agrees that:

1. **POSSESSION:** Mortgagor has dominion of, established, and/or uses the Property after the execution of this Security Instrument, unless the Mortgagor otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Mortgagor's control.
2. **"AS IS":** Mortgagor accepts the property "AS IS."
3. **ENVIRONMENTAL ISSUES:** It is understood that Mortgagee is unaware of any environmental issues.
4. **NO PRIVATE MORTGAGE INSURANCE:** No Private Mortgage Insurance will be required of the Mortgagor.
5. **FIRE DUES/LIBRARY DUES/HOMEOWNERS ASSOCIATION DUES:** Where applicable, Mortgagor shall pay and furnish proof of payment to the Mortgagee of dues owed annually to any Fire and Rescue, Library Association, and/or Homeowners Association.
6. **SUBSEQUENT:** No subsequent mortgage will be attached without the consent of Mortgagee hereunder.
7. **PROTECTION:** In the event that Mortgagor fails to carry out the covenants and agreements set forth herein, the Mortgagee may do and pay for whatever is necessary to protect the value of and the Mortgagee's rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the Mortgagee hereunder.
8. **TRANSFER:** In the event that the Mortgagor transfers ownership (either legal or equitable) or any security interest in the mortgaged property, whether voluntarily or involuntarily, the Mortgagee may at his option declare the entire debt due and payable.

9. **CONTINGENT:** This Mortgage is also security for all other direct and contingent liabilities of the Mortgagor to Mortgagee which are due or become due and whether now existing or hereafter contracted.
10. **WASTE:** Mortgagor shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.
11. **INSURANCE:** Mortgagor shall keep the improvements insured at all times against such hazards as Mortgagee may require, which insurance shall include, but not be limited to, coverage against loss by fire and allied perils at value matching or exceeding mortgage value. Mortgagee is to be listed onto the insurance policy. Such payment to be paid by Mortgagor. Mortgagor shall provide timely proof to Mortgagee.
12. **ASSESSMENTS/TAXES:** Mortgagor shall pay and furnish proof of payment of ad valorem taxes, other taxes, and assessments that may be levied or accrue upon said property or any part thereof, or upon Mortgagee's interest therein, or upon this Mortgage, or the indebtedness or the evidence of indebtedness secured hereby, and all other charges that may become liens upon said premises; and not to permit any lien which might take precedence over the lien of this Mortgage to accrue and remain on said premises, or any part thereof, or on the improvements thereon.
13. **UTILITIES:** Mortgagor shall be responsible for all utilities, monthly installments thereof, and associated deposits.
14. **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 Security Instrument 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 Security Instrument 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.
15. **ASSIGNMENT OF MISCELLANEOUS PROCEEDS; FORFEITURE:** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Mortgagee.
- (i) **DAMAGE.** If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Mortgagee's security is not lessened. During such repair and restoration period, Mortgagee shall have the right to hold such Miscellaneous Proceeds until Mortgagee has had an opportunity to inspect such Property to ensure the work has been completed to Mortgagee's satisfaction, provided that such inspection shall be undertaken promptly. Mortgagee may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Mortgagee shall not be required to pay Mortgagor any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Mortgagee's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Mortgagor.
- (ii) **TOTAL TAKING.** In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Mortgagor.
- (iii) **PARTIAL TAKING/GREATER VALUE.** In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless the Mortgagor and Mortgagee otherwise agrees in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Mortgagor.
- (iv) **PARTIAL TAKING/LESS VALUE.** In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Mortgagor and Mortgagee otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

(v) **ABANDONMENT.** If the Property is abandoned by the Mortgagor, or if, after notice by Mortgagee to Mortgagor that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date the notice is given, Mortgagee is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Mortgagor Miscellaneous Proceeds or the party against whom Mortgagor has a right of action in regard to Miscellaneous Proceeds.

(vi) **FORFEITURE.** Mortgagor shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Mortgage's judgment, could result in forfeiture of the Property or other material impairment of Mortgage's interest in the Property or rights under this Security Instrument. Mortgagor can cure such a default and, if acceleration has occurred, reinstate as provided hereafter, by causing the action or proceeding to be dismissed with a ruling that, in Mortgage's judgment, precludes forfeiture of the Property other material impairment of Mortgage's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Mortgage's interest in the Property are hereby assigned and shall be paid to Mortgagee.

(vii) **PRIORITY.** All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in priority order as established by Mortgagee.

16. **SALE OF NOTE; CHANGE IN SERVICER:** The Note or a partial interest in the Note (together with this Instrument and the other loan Documents) may be sold one or more times without prior notice to Mortgagor, to subsequent "Mortgagee(s)."

17. **EVENTS OF DEFAULT:** The occurrence of any one or more of the following shall constitute an Event of Default under this Instrument:

- i) any failure by Mortgagor to comply with provisions required by the Joint Venture Agreement, as herein stated, this Instrument or any other Loan Document, as further defined hereafter;
- ii) any failure by Mortgagor to pay all assessments and taxes as due and required in Section (12), ASSESSMENTS/TAXES;
- iii) any failure to Mortgagor to comply with the provisions of Section (11), INSURANCE;
- iv) the commencement of a forfeiture action or proceedings, whether civil or criminal, which, in Mortgage's reasonable judgment, could result in a forfeiture of the mortgaged property or otherwise materially impair the lien created by this Instrument or Mortgagee's interest in the mortgaged property;
- v) any failure by Mortgagor to perform any of its obligations as and when required under any Loan Document other than this Instrument which continues beyond the applicable cure period, if any, specified in that loan document;
- vi) any exercise by the holder of any other debt instrument secured by a mortgage, deed of trust or deed to secure debt on the Mortgaged Property of a right to declare all amounts due under that debt instrument immediately due and payable;
- vii) a transfer of all or any part of the mortgage property or any interest in the mortgaged property;
- viii) a breach of any term, provision, or otherwise herein contained.

18. **ACCELERATION; REMEDIES:** At any time during the existence of an event of default, default is by definition 30 days due in arrears; Mortgagee at his option, may declare the indebtedness to be immediately due and payable without further demand, and may invoke the **POWER OF SALE** and any one or more other remedies permitted by applicable law or provided in this instrument or in any other loan document. Mortgagor acknowledges that the **POWER OF SALE** granted in this instrument may be exercised by Mortgagee without prior judicial hearing. Mortgagee shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including attorney's fees, costs of documentary evidence, abstracts and title reports.

(i) **Grounds for Acceleration of Debt.** Lender may require immediate payment in full of all sums secured by this Security Instrument as evidenced by the Note after any default by the Mortgagor as described herein.

(ii) **Foreclosure Procedure.** If Mortgagee requires immediate payment in full by the terms herein stated, Mortgagee may invoke the 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 therein, including, but not limited to, reasonable attorneys' fees and cost of title evidence.

- a. **Acceleration: Remedies.** Mortgagee shall give notice to Mortgagor prior to acceleration following Mortgagor's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Mortgagor by which the default must be cured; and (d) 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 Security Instrument 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 the Mortgagor to acceleration and sale. If the default is not cured on or before the date specified in the notice, Mortgagee at his option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provide herein, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- b. If Mortgagee invokes the power of sale, Mortgagee shall give notice to Mortgagor in the manner described herein, and Mortgagee shall publish and post the notice of sale once a week for three consecutive weeks in a newspaper published in the County where the property exists, in the state of Alabama, and thereupon the Property shall be sold to the highest bidder at public auction at the front door of the County Courthouse of this County. Mortgagee or his designee may purchase the property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees, (b) to all sums secured by this Security Instrument, as evidenced by the Note; and (c) any excess to the person or persons legally entitled to it.

19. **REMEDIES CUMULATIVE:** Each right and remedy provided in this Instrument is distinct from all other rights or remedies under this instrument or any other loan document or afforded by applicable law, and each shall be cumulative and may be exercised concurrently, independently, or successively, in any order.

20. **LOAN CHARGES:** Mortgagee may charge Mortgagor 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 Security Instrument, 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 Security Instrument 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 Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagor which exceeded permitted limits will be refunded to Mortgagor. Mortgagee may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Mortgagor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Mortgagor's acceptance of any such refund made by direct payment to Mortgagor will constitute a waiver of any right of action Mortgagor might have arising out of such overcharge.

21. **NO WAIVER:** No failure of the Mortgagee to exercise any option herein given to declare the maturity of the debt hereby secured shall be taken or construed as a waiver of its rights to exercise such option or to declare such maturity by reason of any past or present default on the part of the Mortgagor; and the procurement of insurance or the payment of taxes or other liens, debts, or charges by the Mortgagee shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagor to procure such insurance or to pay such taxes, debts, liens or charges; and the lien of this Mortgage shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness, or any part thereof, secured hereby.

22. **REFERENCE:** As used in this Security Instrument: (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.

23. **NOTICES:** Any notices that must be given to Mortgagor under this Security Instrument will be given by delivering it or by mailing it by first class mail to Mortgagor at the property address above, or at a different address, if Mortgagor is given notice of that different address.

Any notice that may be given to the Mortgagee under this Security Instrument will be given by mailing it first class mail to the Mortgagee at the address stated, or at a different address, if Mortgagor is given notice of that different address.

24. **GOVERNING LAW; SEVERABILITY; RULES OF CONSTRUCTION:** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument 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. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.
25. **LIABLE:** Mortgagor is fully and personally liable for all obligations herein held, and are to be considered by obligation to be held jointly and several.

This Mortgage is upon the STATUTORY CONDITION and the other conditions set forth herein, for breach of which Mortgagee shall have the STATUTORY POWER OF SALE to the extent existing under State law.

Executed under seal this 20 day of February, 2020.

MORTGAGOR:

By: James Terry Isaminger, Jr.

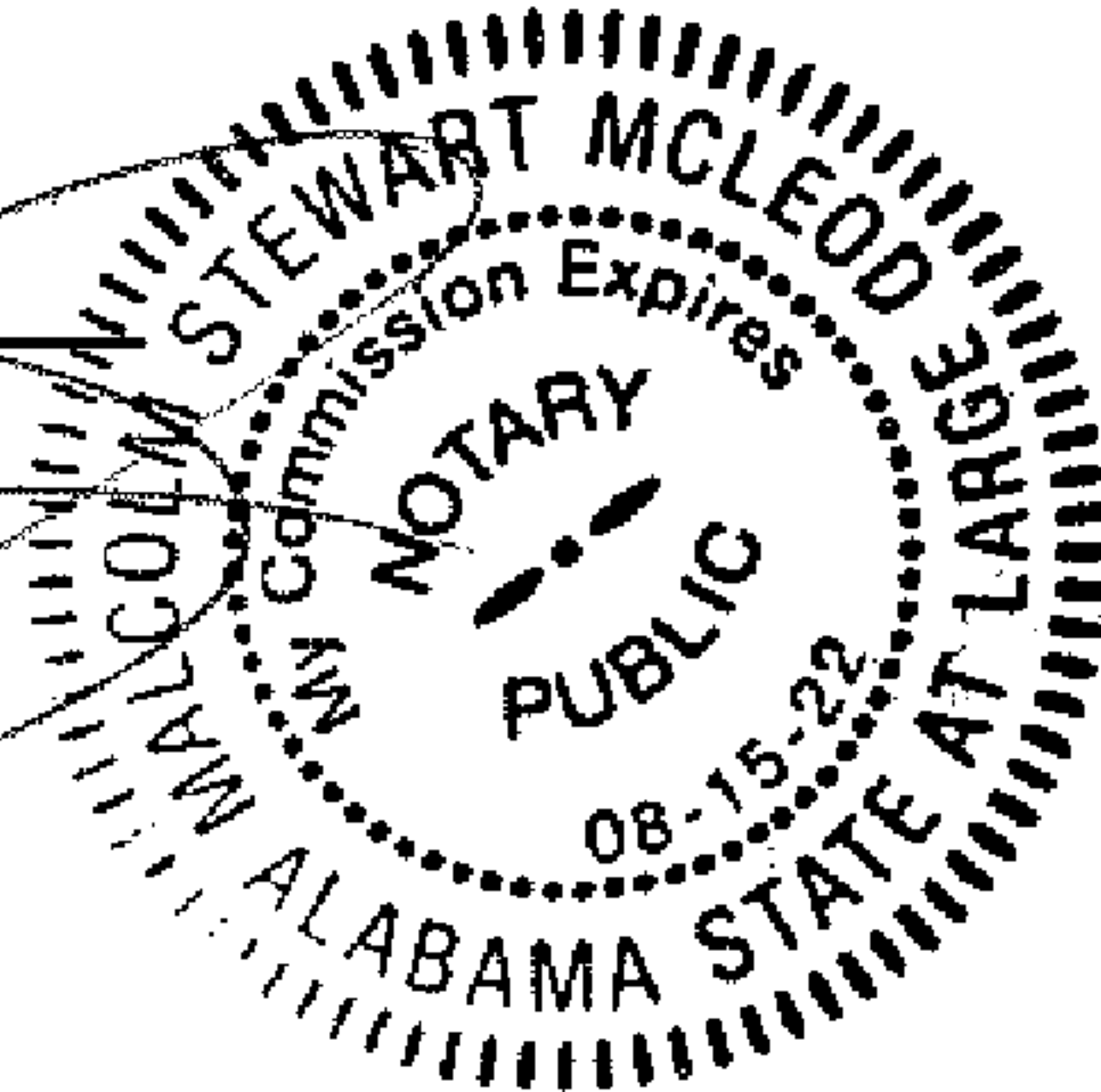
STATE OF ALABAMA )

COUNTY OF Jefferson )

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that **JAMES TERRY ISAMINGER, JR.**, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 21 day of February, 2020.

NOTARY PUBLIC  
My commission expires:



Prepared by :  
Malcolm S. McLeod, Esq.  
McLeod & Associates, LLC  
1980 Braddock Drive  
Hoover, AL 35226  
205-930-1774



Filed and Recorded  
Official Public Records  
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Shelby County, AL  
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