STATE OF ALABAMA)
COUNTY OF SHELBY)

MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

KNOW ALL MEN BY THESE PRESENTS that whereas **HORSE CREEK LEGACY PROPERTIES L.L.C., an Alabama Limited Liability Company** (hereinafter referred to as "Mortgagor,") has become justly indebted to **Groundfloor Real Estate 1, LLC**, a Georgia limited liability company, with a mailing address of **600 Peachtree St. NE, Suite 810 Atlanta, GA 30308** (together with its successors and assigns, hereinafter called "Mortgagee") in the sum of **EIGHTY-FIVE THOUSAND, THREE HUNDRED AND FIFTY and 00/100 DOLLARS (U.S. $85,350.00)** together with interest thereon, as evidenced by a promissory note of even date herewith (the "Note") dated **January 26, 2022**. Maturity date of **January 25, 2023**.

NOW, THEREFORE, in consideration of the indebtedness described above and other valuable consideration to the undersigned, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment and performance of the Note together with, any extensions, renewals, modifications and increases thereof and substitutions therefor and all interest thereon and late charges, all sums advanced by Mortgagee pursuant to the terms of this mortgage, all obligations of Mortgagor under this mortgage and all other indebtedness (including future loans and advances and whether or not consolidated with the Note) now or hereafter owed to Mortgagee by any of the above-named or by any of the undersigned, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint and several, and otherwise secured or not, including without limitation, the payment and performance of all obligations under agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value (collectively, the "Indebtedness"), and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned Mortgagor does hereby GRANT, BARGAIN, SELL, CONVEY, MORTGAGE, ASSIGN, GRANT A SECURITY INTEREST IN, TRANSFER AND WARRANT unto Mortgagee a first priority mortgage and security interest in and to the following described property:

(1) The following described real property situated in SHELBY County, State of Alabama:

LEGAL DESCRIPTION:
The land referred to in this Commitment is described as follows:

Lot 5, according to the Survey of L.N. Wyatt Subdivision No. 1 as recorded in Map Book 3, Page 129, in the Probate Office of Shelby County, Alabama.
PARCEL/TAX ID: 07-8-34-2-001-013-000

PROPERTY ADDRESS: 153 Camelia St, Harpersville, AL, 35078

together with all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining thereto, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagor in and to all buildings and improvements, equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage (all of the foregoing hereinafter collectively called the "Mortgaged Property");

(2) All present and future rents, fruits, revenues, income and profits accruing from time to time from the use, possession, occupancy or lease of all or any part of the Mortgaged Property and from Mortgagor's operation thereof including, without limitation, rights to rents, royalties, rentals, shut in payments and other payments which are rents or rentals attributable to Mortgagor's sale, lease or other disposition of Mortgagor's right to explore or develop mineral interests in the Mortgaged Property and rights under and proceeds of any timber contract (collectively, the "Rents"), and all present and future leases of all or any part of the Mortgaged Property ("Leases"); and

(3) All other intangible property incidental or accessory to the Mortgaged Property or its use (the "Intangibles"), including without limitation (i) the right to receive proceeds and awards from the sale, lease, insurance loss, claims for damages, or condemnation, expropriation or other taking of the Mortgaged Property (the "Proceeds"); (ii) rights under service, maintenance, or warranty contracts relating to the Mortgaged Property, and (iii) rights under trade names, patents, or copyrights that are subject to use in connection with the Mortgaged Property or Mortgagor's business or other activities conducted thereon.

To Have And To Hold the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid and as additional security for all of the Indebtedness described above (including future advances), Mortgagor hereby assigns and transfers to Mortgagee and grants to Mortgagee a security interest in, all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagor located, whether permanently or temporarily on the Mortgaged Property, and all building materials, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagor, or located and stored on any other real property, which are or shall be purchased by Mortgagor for the purpose, or with the intention of making improvements on the Mortgaged Property or to the premised located on said property (such items of property being included in, and referred to herein as part of, the Mortgaged Property).

This mortgage shall serve also as a security agreement and financing statement for all purposes permitted by the Alabama Commercial Code, Section 7-9:101 - 7-9-507 Code of Alabama (1975) as amended from time to time. A photocopy hereof shall suffice as a financing statement pursuant to Section 7-9-402(1) Code of Alabama (1975) as amended from time to time.

The following Riders are to be executed by Borrower [mark each box, as applicable]:

[X] 1 -4 Family Rider
[x] Waiver of Borrower's Rights [x] Closing Attorney Affidavit ____________________

1. Covenants. For the purpose of further securing the payment of all of the Indebtedness, Mortgagor represents, warrants, covenants and agrees with Mortgagee, its successors and assigns, as follows:

1.01 Mortgagor is lawfully seized in fee and possessed of the Mortgaged Property except as otherwise expressly stated herein, has a good right to convey the same as aforesaid, and will warrant and forever defend the title of Mortgagee to the mortgaged premises against the lawful claims of all persons whomsoever, and the Mortgaged Property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned. Mortgagor agrees to provide to the Mortgagee upon request, but in any event on at least an annual basis, true and correct current financial statements in form and substance satisfactory to the Mortgagee. The financial statements shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies of which the Mortgagor is the majority owner and (ii) any entities of which the Mortgagor is not the majority owner, but for which Mortgagor is directly or contingently liable on debts or obligations of any kind incurred by those entities.

1.02 This Mortgage shall remain effective, and title to the Mortgaged Property or a security interest therein held by Mortgagee until the full and final payment of the Indebtedness (as defined herein) and cancellation of this Mortgage from the public records. Mortgagor shall not sell, transfer, mortgage, assign, pledge, alienate or create any security interest in the Mortgaged Property. In no event shall any such act by Mortgagor, whether or not authorized by Mortgagee, prejudice the rights of Mortgagee under this mortgage.

1.03 Mortgagor shall make all repairs, additions, and improvements necessary to maintain the Mortgaged Property in good condition and to prevent any impairment of the security of this mortgage. If Mortgagor fails to maintain the Mortgaged Property in good condition, Mortgagee may, at its option, cause the Mortgaged Property to be maintained in good condition at Mortgagor's cost.

1.04 (a) Mortgagor shall keep the Mortgaged Property constantly insured against risk of loss by fire, wind, storm, flood, tornado, theft, and all such other hazards, casualties, and contingencies as may be deemed necessary by Mortgagee. The insurance shall be in such amounts and shall be issued by such companies as are acceptable to Mortgagee. All policies of insurance shall be delivered to Mortgagee, shall contain a loss payable clause in favor of Mortgagee, and shall be in a form acceptable to Mortgagee. All renewal policies shall be delivered to Mortgagee at least fifteen (15) days prior to the expiration date of the existing policy.

(b) The insurance policies required by this mortgage shall provide that any loss payable to Mortgagee and Mortgagor, as their respective interests may appear, shall be payable to Mortgagee notwithstanding any act or omission of Mortgagor or of any other party, which would otherwise result in a forfeiture of such insurance, and that policies shall not be canceled even for nonpayment of premium or the coverage reduced without at least thirty (30) days prior written notice to Mortgagee.

(c) Mortgagor shall promptly notify Mortgagee of any insured loss. If Mortgagee receives any sum of money from any insurance policy affecting the Mortgaged Property, Mortgagee may, at its option and in such manner as it may determine, (i) retain the money and apply it toward the payment of any Indebtedness secured by this mortgage with Mortgagee having the right to allocate the money among the obligations in any manner as determined in the sole discretion of Mortgagee, or (ii) pay all or part of the money, under such conditions as Mortgagee may determine, to Mortgagor to enable Mortgagor to repair or restore the Mortgaged Property or use the money for any other purpose satisfactory to Mortgagee, all without prejudice to, and without affecting the lien of, this mortgage.

1.05 Mortgagor shall pay promptly when due all taxes, local and special assessments, and governmental and utility charges (collectively, the "Taxes") imposed, assessed, or levied on all or any part of the Mortgaged Property, and Mortgagor shall furnish Mortgagee evidence of the payment of the Taxes. If Mortgagor for any reason does not pay promptly when due any of the Taxes, Mortgagee is hereby authorized to pay such unpaid Taxes with full subrogation to all rights of all authorities imposing such Taxes by reason of Mortgagee's payment, and Mortgagor shall promptly reimburse Mortgagee on demand for Taxes paid by Mortgagee. Mortgagor shall, if requested by Mortgagee, pay to Mortgagee an amount equal to the estimated annual Taxes and the premiums for the insurance required by this Mortgage, so that Mortgagee shall have sufficient funds available to pay such Taxes and insurance premiums, and Mortgagor shall, at the option of Mortgagee, pay such amounts either thirty (30) days before they become due, or in equal monthly payments in advance, with such payments commencing one (1) month after the date of this mortgage.

1.06 Mortgagor shall pay promptly when due all of Mortgagor's obligations that might, if unpaid, result in or permit the creation of a lien or encumbrance on all or any part of the Mortgaged Property. Mortgagor shall do everything necessary to preserve the priority of this mortgage without any expense to Mortgagee. Mortgagor shall notify Mortgagee immediately if any lien is filed against any part of the Mortgaged Property or if any part of the Mortgaged Property is seized, attached, or levied against. Mortgagor shall immediately obtain the release of the Mortgaged Property from any seizure, lien, or attachment, and if Mortgagor fails to do so, Mortgagee may, at its option, obtain the release of the Mortgaged Property at Mortgagor's expense.

1.07 (a) Mortgagor shall comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Mortgaged Property, its use, construction, or maintenance, including, without limitation, all Environmental Laws. As used in this Mortgage, "Environmental Laws" shall mean any and all federal, state or local laws, rules, regulations, orders, permits, or ordinances involving the environment including, but without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9607 et seq., as amended by the Superfund Amendment and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (codified as amended in various sections of 42 U.S.C.), the Hazardous Materials Transportation Act, Pub. L. No. 93-633, 88 Stat. 2156 (codified as amended in various sections of 46 U.S.C.); the Clean Water Act, 33 U.S.C. §§ 1251 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., as they now exist or may subsequently be modified, supplemented or amended. Mortgagor warrants that neither Mortgagor, any occupant of the Mortgaged Property, or the Mortgaged Property is in violation of or subject to any existing, pending, or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any of the Environmental Laws.

(b) Mortgagor shall forever indemnify, defend and hold harmless Mortgagee, its directors, officers, employees and agents from and against all harms, including, without limitation, damages, punitive damages, liabilities, losses, demands, claims, costs recovery actions, lawsuits, administrative proceedings, orders, response costs, compliance costs, investigation expenses, consultant fees, attorney's fees and litigation expenses arising from (i) the operation of any of the Environmental Laws, and (ii) the violation by Mortgagor, any occupant of the Mortgaged Property, or the Mortgaged Property of any of the Environmental Laws. Mortgagor shall pay all costs and expenses incurred by Mortgagee to enforce the provisions of this paragraph, including, without limitation, attorney's fees and litigation expenses. The provisions of this paragraph shall survive the cancellation of this mortgage and shall remain in full force and effect beyond the expiration of any applicable statute of limitations and payment or satisfaction in full of any single claim of Mortgagee within the scope of the provisions of this paragraph.

1.08 Mortgagor shall not remove any part of the Mortgaged Property from its present location without Mortgagee's prior written consent.

1.09 Mortgagor shall permit Mortgagee and its agents to have access to, and to inspect the Mortgaged Property at all reasonable times.

1.10 The pledge and assignment of and security interest in the Leases and Rents provided for herein shall secure all the Note and all other Indebtedness, liabilities and obligations of Mortgagor to Mortgagee, now existing or hereafter arising. Mortgagee shall have full subrogation to Mortgagor's rights to all Leases and Rents.

1.11 Mortgagor shall administer the Leases, Rents and Intangibles in a fiduciary capacity for the benefit of Mortgagee. Although this instrument creates a present pledge and assignment of and vested security right in the Leases and Rents, Mortgagor shall be entitled to collect the Rents until the occurrence of a Default or until Mortgagee sends written notice to Mortgagor at Mortgagor's address set forth above, whereupon Mortgagee shall have the right to receive and collect the Rents. All Proceeds shall be paid directly to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee its agent and attorney-in-fact (coupled with an interest), to demand, sue for, collect, receive, and receipt for the Rents and Proceeds, and to exercise all the rights and privileges of Mortgagor under any of the Leases or Intangibles affecting the Mortgaged Property, including without limitation, the right to fix or modify the amount of the Rents, to evict any lessee, tenant or occupant (the "Lessee") from the Mortgaged Property, to relet such property and to do all such things as Mortgagee may deem necessary. Mortgagor hereby irrevocably consents that all Lessees of the Mortgaged Property shall be authorized to pay the Rents directly to Mortgagee without liability for the determination of the actual existence of any Default, the Lessees being hereby expressly relieved of any obligation to Mortgagor with respect to Rents paid to Mortgagee. All Rents and Proceeds collected under this mortgage shall be applied, after payment of all costs and charges, as a credit against the Indebtedness. Mortgagee shall have no legal or contractual responsibility for the condition of the Mortgaged Property, for any obligation to perform leases affecting the Mortgaged Property, or for any dangerous or defective condition of the Mortgaged Property. Mortgagor indemnifies and shall defend the Mortgagee and its agents, employees, successors, and assigns (the "Indemnified Parties") and to hold them harmless from any cost, expense, liability, loss, or damage, including, without limitation, reasonable attorney's fees, which may or might be incurred by them by reason of the assignment of and security interest in the Rents, Leases and Intangibles. The obligation set forth herein to indemnify, defend, and hold the Indemnified Parties harmless shall be secured by this mortgage.

1.12 Mortgagor hereby agrees to pay promptly all charges, costs, and attorney's fees and taxes incurred in connection with the preparation, execution, and recordation of this mortgage.

1.13 If Mortgagor fails to perform any obligation under this mortgage, then the Mortgagee may, at its option, perform such obligation, and the cost of such performance shall be reimbursable to Mortgagee upon demand and added to the amount secured by this mortgage. Authorizations granted to the Mortgagee to pay or perform obligations on behalf of the Mortgagor, or to enforce or collect Leases, Rents and Proceeds, are solely for the benefit of Mortgagee, to be exercised in Mortgagee's sole discretion, and shall be performed at the sole risk and expense of Mortgagor. Mortgagee shall have no liability to Mortgagor, or any other party, either directly or by set-off or compensation, for failure to perform such obligations or to enforce or collect Leases, Rents or Proceeds, or for performing in a manner that causes damage to the Mortgagor.

1.14 Mortgagor who is obligated to pay the Indebtedness shall well and truly pay and discharge such Indebtedness as it shall become due and payable, including the note or notes described above, any extensions, renewals or increase thereof, and any other notes or obligations of such Mortgagor to Mortgagee, whether now or hereafter incurred.

1.15 Unless Mortgagee's written consent has been obtained in advance, (a) Mortgagor will not cause or allow possession of the Mortgaged Property to remain in any other person or entity to the exclusion of Mortgagor, (b) Mortgagor will not cut, remove, sell or contract to sell any standing timber from the Mortgaged Property, and (c) Mortgagor will not sell, assign, transfer, convey, lease or sublet all or any part of the Mortgaged Property or any oil, gas or mineral rights or other interest therein, excluding only (i) the creation of a lien or encumbrance expressly subordinate to this mortgage, (ii) the creation of a purchase money security interest for household appliances, (iii) a transfer by devise, descent or by operation of law upon the death of a joint tenant. Mortgagee may condition its consent to any such transfer of possession of, or an interest in, the Mortgaged Property upon the obligor's or transferee's agreement to pay a greater rate of interest on all or any part of the Indebtedness or to adjust the payment schedule of all or any part of the Indebtedness, and upon Mortgagee's approval of the creditworthiness of the transferee the transferee's payment to Mortgagee of a reasonable transfer or assumption fee.

1.16 All of the covenants and agreements of Mortgagor herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of Mortgagee and its successors and assigns. As used in this mortgage, the term "Mortgagors" also means "Mortgagor, or any of them;" the singular includes the plural, and vice versa; and the use of one gender includes all other genders. The obligations of Mortgagor hereunder are joint and several. The provisions of this mortgage and of the note or notes secured hereby are severable, and the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity or enforceability of the other provisions of this mortgage or of such note or notes. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee under any other agreement, at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. Time is of the essence with respect to every covenant contained in this mortgage. This mortgage also constitutes a financing statement, and a carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

UPON CONDITION, HOWEVER, that if Mortgagor shall well and truly pay and discharge all of the Indebtedness as defined herein (including, without limitation, the Note and all extensions, renewals, modifications and increases thereof and substitutions therefor and all future advances) as the same shall become due and payable and shall in all things do and perform all acts and covenants by them herein agreed to be done or performed in strict accordance with the tenor and effect thereof, and if there is no outstanding commitment or agreement by Mortgagee to make advances, incur obligations or otherwise give value under any agreement, including, without limitation, agreements providing for future advances, open-end, revolving or other lines of credit, or letters of credit, then and in that event only this conveyance and the security interest herein granted shall be and become null and void (except the agreements of indemnity made in Section 1.07, above, which shall survive termination of this mortgage).

2. Default; Remedies.

2.01 The occurrence of any one or more of the following events shall constitute a default (a "Default") under this mortgage:

(a) failure to pay promptly on demand any principal or interest due on the Note or any other Indebtedness secured hereby;

(b) failure to pay promptly on demand any sums advanced by Mortgagee for the payment of insurance premiums, Taxes, the cost of maintaining the Mortgaged Property in good repair, or the cost of obtaining the release of the Mortgaged Property from any seizure, lien, or attachment;

(c) failure by Mortgagor to observe or perform any of Mortgagor's covenants, agreements, and obligations under this mortgage or any other loan document evidencing or securing the Note or other Indebtedness;

(d) the inaccuracy of any warranty made by Mortgagor to Mortgagee in this mortgage or otherwise;

(e) a default in the payment or performance of any other obligation to or agreement with Mortgagee;

(f) the seizure, attachment or sequestration of any part of the Mortgaged Property;

(g) the death, adjudication of incompetence, dissolution, liquidation or insolvency of Mortgagor; or

(h) the filing by or against Mortgagor of a proceeding under the U.S. Bankruptcy Code or for any other relief afforded debtors or affecting rights of creditors generally under the laws of any jurisdiction.

2.02 If all or any part of the property or an interest therein is sold or transferred by Grantor without Grantee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, the balance of the promissory note shall become immediately due and payable at the option of Grantee. Grantee shall have waived such option to accelerate if, prior to the sale or transfer, Grantee and the person to whom the property is to be sold or transferred reach an agreement in writing that the credit of such person is satisfactory to Grantee herein and the interest payable on the sums secured hereby shall be at such rate as Grantee herein may establish.

Acceptance by Grantee of one or more installment payments on the indebtedness secured hereby subsequent to any sale, transfer or other change in ownership or possession of said property, or any part thereof, and to which the Grantee has not granted written consent, shall not constitute a waiver of the Grantee's option to accelerate, which may be exercised by Grantee at any time.

2.03 If a Default occurs, Mortgagee may, at Mortgagee's option, without notice to Mortgagor, declare the Note and at its election any other Indebtedness to be immediately due and payable, and may immediately exercise all remedies provided under this mortgage, other loan documents or at law.

2.04 Upon default, Mortgagee shall have the right to enter upon and take possession of the Mortgaged Property and after or without taking such possession to sell the same (or such part or parts thereof as Mortgagee may from time to time elect to sell) at the front or main door to the courthouse of the County (or the division thereof) where said property, or any substantial material or part of said property, is located, at public outcry for cash, after first giving notice of the description of the property to be sold and the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in the county or counties in which the property to be sold is located (or if no newspaper is published in any such county, then in a newspaper published in an adjoining county); and upon the payment of the purchase price, Mortgagee or the auctioneer at said sale is authorized to execute to the purchaser for and in the name of Mortgagor a good and sufficient deed to the property sold.

2.05 Mortgagee shall apply the proceeds of any sale or sales under this mortgage as follows: First, to the expenses of advertising, selling, preparing the Mortgaged Property for sale, and conveying, including a reasonable attorney's fee (including attorney's fees incurred by Mortgagee in connection with any proceeding seeking to enjoin the foreclosure of this mortgage or otherwise challenge the right of Mortgagee to foreclosure this mortgage or sell any of the Mortgaged Property under this mortgage and attorney's fees incurred in connection with any appeal); second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes, assessments, and other liens and mortgages, and in making repairs, with interest thereon; third, to the payment of the Indebtedness hereby secured and interest thereon in such order as Mortgagee may elect, whether such debts shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to Mortgagor or to whomsoever then appears of record to be the owner of Mortgagor's interest in said property. Mortgagor reserves the right to interplead any excess funds.

2.06 Mortgagee may bid and become the purchaser of the Mortgaged Property at any foreclosure sale hereunder.

2.07 Mortgagor hereby waives any requirement that the Mortgaged Property be offered or sold in separate tracts and agrees that Mortgagee may, at its option, offer and sell said property en masse regardless of the number of parcels hereby conveyed or at its election in separate tracts and at separate sales.

2.08 The power of sale granted herein is a continuing power and shall not be fully exercised until all of the Mortgaged Property not previously sold shall have been sold or all of the Indebtedness and other obligations secured hereby have been satisfied in full.

2.09 Upon the occurrence of any such event described above, with respect to all of the Mortgaged Property which is personal property, Mortgagee shall have the rights and remedies of a secured party after default by its debtor under the Alabama Uniform Commercial Code, and shall have, without limitation, the right to take possession of any of the property herein transferred which is personal property and, with or without taking possession thereof, to sell the same at one or more public or private sales, or to proceed as to both the real property and personal property in accordance with Mortgagee's rights and remedies in respect of the real property, at the election of Mortgagee. At Mortgagee's request, Mortgagor agrees to assemble such property and to make the same available to Mortgagee at such place as Mortgagee shall reasonably designate. Mortgagor hereby waives, to the extent permitted by law, any requirement of a judicial hearing and notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of said property, or of any part thereof, will be held and agree that any required notice which cannot be waived shall be sufficient if delivered to Mortgagor or mailed to Mortgagor at the address set forth above, or such other address as Mortgagor shall have furnished to Mortgagee in writing for that purpose, not less than five days before the date of such sale or other intended disposition of said property.

THIS MORTGAGE does secure future advances.

THIS MORTGAGE is a sealed instrument.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its officer thereunto duly authorized, this January 26, 2022.

MORTGAGOR: HORSE CREEK LEGACY PROPERTIES L.L.C., an Alabama Limited Liability Company

By: ____________________
Principal Name: DERRIONE NORWOOD

Title: MEMBER

ACKNOWLEDGMENT BY
LIMITED LIABILITY COMPANY

STATE OF ALABAMA)
COUNTY OF Shelby)

I, Mike T. Atchison, A Notary Public in and for said county and state, hereby certify that DERRIONE NORWOOD , whose name as MEMBER of the HORSE CREEK LEGACY PROPERTIES L.L.C., 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 conveyance, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 26 day of January 2021.

NOTARY PUBLIC
My Commission Expires: 9-1-24

MICHAEL T. ATCHISON
MY COMMISSION EXPIRES
NOTARY PUBLIC
09-01-2024
ALABAMA STATE AT LARGE

THIS INSTRUMENT PREPARED BY:
Groundfloor Real Estate 1, LLC
600 Peachtree Street NE, Suite 810
Atlanta GA 30308

EXHIBIT "A"

Lot 5, according to the Survey of L.N. Wyatt Subdivision No. 1 as recorded in Map Book 3, Page 129, in the Probate Office of Shelby County, Alabama.

Horse Creek Legacy Properties L.L.C.

1-4 FAMILY RIDER

ASSIGNMENT OF RENTS

THIS 1-4 FAMILY RIDER shall be deemed to amend and supplement the Mortgage dated **January 26, 2022** and given by **HORSE CREEK LEGACY PROPERTIES L.L.C., an Alabama Limited Liability Company** (the "Borrower") to secure Borrower's promissory note to **Groundfloor Real Estate 1. LLC, A Georgia Limited Liability Company,** (the "Lender") of the same date and covering the property described in the Mortgage and known by its common street address as:

153 Camelia St, Harpersville, AL, 35078
[the "Property"]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Deed, the following provisions shall apply:

A. **USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. **SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Deed to be perfected against the Property without Lender's prior written permission.

C. **RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required in this transaction in the event the Property is tenanted.

D. **ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if the Security Deed is on a leasehold.

E. **ASSIGNMENT OF RENTS.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Deed, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Deed is paid in full.

F. **CROSS-DEFAULT PROVISION.** Borrower's default or breach under any promissory note or loan agreement in which Lender has an interest shall be a breach under the Security Deed and Lender may invoke any of the remedies permitted by the Security Deed.

BY SIGNING BELOW, Borrower hereby accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

Mortgagor: HORSE CREEK LEGACY PROPERTIES L.L.C., an Alabama Limited Liability Company

By: ______________________
DERRIONE NORWOOD, MEMBER

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County Clerk
Shelby County, AL
01/26/2022 03:40:42 PM
$180.10 BRITTANI
20220126000037030

10