

WHEN RECORDED, MAIL TO:

MTKT CAPITAL, INC.
1503 S Coast Dr, Ste 202
Costa Mesa, CA 92626

and Giau Le
5593 Surrey Ln,
Birmingham, AL 35242

DEED OF TRUST

THIS DEED OF TRUST is made as of 05/11/2023 by Giau Le (the "Obligor"), whose address is 5593 Surrey Ln, Birmingham, AL 35242 in favor of MTKT CAPITAL INC, as Trustee, for the benefit of MTKT CAPITAL, INC., as Purchaser, who address is 1503 S Coast Dr, Ste 202, Costa Mesa, CA 92626

Obligor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the property with an address of is 5593 Surrey Ln, Birmingham situated in Shelby, Alabama, as further described in Exhibit A attached hereto, together with all buildings, fixtures, and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto now or hereafter used or enjoyed with said property, or any part thereof (all of the foregoing constituting the "Property");

FOR THE PURPOSE OF SECURING payment of the obligations of Obligor evidenced by the Future Receivables Sale Agreement (the "Sale Agreement") dated 05/11/2023 in the amount of \$ 11,600.00, payable to Purchaser at the times and in the manner as therein set forth, and payment of any sums expended or advanced by Purchaser to protect the security thereof.

Obligor agrees to pay all taxes and assessments on the Property, to pay all charges and assessments on water or water stock used on or with the Property, not to commit waste, to maintain adequate fire insurance on improvements on the Property, to pay all costs and expenses of collection (including Trustee's and attorney's fees in event of default in payment of the indebtedness secured hereby) and to pay reasonable Trustee's fees for any of the services performed by Trustee hereunder, including a reconveyance hereof.

The undersigned Obligor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to them at the address hereinbefore set forth.

Obligor shall at all times and in all respects comply with all local, state, and federal laws, ordinances, rules, regulations, and orders now existing or hereafter enacted relating to occupational safety and health, industrial hygiene, environmental protection, or the use, analysis, generation, storage, handling, or disposal, or transportation of any hazardous substances, including, without limitation, those relating to the discharge of effluent, materials, or wastes into or through any sanitary sewer serving the Property. Obligor shall at Obligor's own

expense procure, maintain in effect, and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required for Trustor's use of the Property.

The duty of Obligor to indemnify, defend and hold Purchaser harmless shall apply to any and all claims made against Purchaser by third parties, including, but not limited to, governmental agencies.

The obligations of Obligor arising under this Deed of Trust shall survive foreclosure, a deed in lieu of foreclosure transaction, a receivership, bankruptcy, or payment of the obligations secured by this Deed of Trust.

Without the prior written consent of Purchaser, which may be withheld by Purchaser in its sole discretion, Obligor shall not, directly, or indirectly, sell, convey, assign, or transfer the Property, or any portion thereof, or contract to do so, voluntarily, involuntarily, or by operation of law. Purchaser's consent to one or more of such transactions shall not be a waiver of the right to require such consent with respect to any subsequent or successive transactions. Such consent by Purchaser may be conditioned upon satisfaction of such requirements as Purchaser may impose.

Obligor shall provide to Purchaser a policy of title insurance insuring the lien of this Deed of Trust, in a form and amount and issued by a company acceptable to Purchaser.

At such time as Purchaser has received from Obligor the cash values of **Eight Thousand dollars and no cents** (\$8,000.00), in addition to all other amounts, including accrued interest, to be paid pursuant to the terms of the Promissory Note and this Deed of Trust, Purchaser shall, in response to the written request of Obligor, cause Trustee to release the Property subject to this Deed of Trust from the lien of this Deed of Trust. Obligor shall pay all costs and expenses incurred by Purchaser and Trustee relative to the reconveyance under this paragraph, including without limitation reasonable attorney's fees, filing and recording fees, escrow fees, and trustee's fees.

Giau Le, Obligor, acknowledges and affirms, under penalties of perjury, to the below named notary public that (i) he appeared before such notary public, (ii) he executed the foregoing Deed of Trust before such notary public, (iii) the foregoing Deed of Trust was his act for the purpose stated in it, and (iv) the contents of the foregoing Deed of Trust are true and correct in all respects.

OBLIGOR: **Giau Le**

MTKT CAPITAL INC TRUSTEE, DATED **05/11/2023**

By: _____
Giau Le, TRUSTOR

ALL-PURPOSE ACKNOWLEDGMENT

Title of Document: Deed Of Trust

Date of Document: May 12 2023

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Alabama
County of Shelby)
On 12 May 2023 before me, Scott Pylant) ss.
personally appeared Gian Le , Notary Public,

who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Scott Pylant

FOR NOTARY STAMP



Scott Pylant
Notary Public
My Commission Expires
April 16, 2025

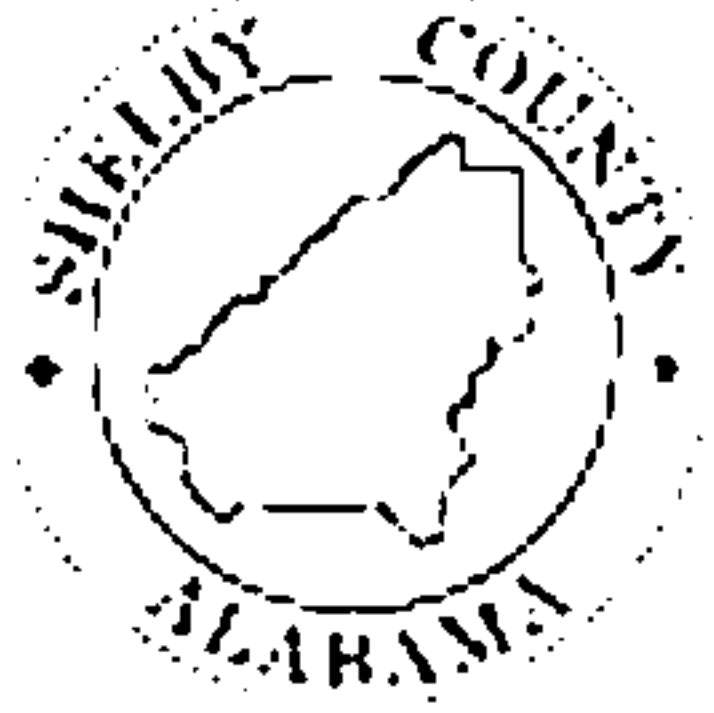
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The street address of the Property is **5593 Surrey Ln, Birmingham, AL 35242**

The legal description is below:

**District: 01 City, Municipality, Township: COUNTY Sec/Twn/Rng/Mer: SEC 13 TWN 19S RNG 02W Brief
Description: COM SW COR SE1/4 NW1/4 N668.86 E685.32 TO POB CONT E136.89 SE94.25 SW212.5 S25 W75
CURVE NLY91.44 NW224.3 TO POB**



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/11/2023 08:11:45 AM
\$51.40 PAYGE
20230711000205410**

Allie S. Bayl