

PREPARED BY, AND AFTER RECORDING
RETURN TO:

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Parcel Nos. (i) 28 4 17 4 003 004.000; (ii) 13 8 27 2 001 001.008; (iii) 13 1 02 4 002 026.000; (iv) 13-1-02-4-002-029.000; (v) 28-4-17-1-003-056.000; (vi) 22 7 35 2 007 051.000; (vii) 22 7 35 1 004 022.000; (viii) 28 5 16 2 001 034.000; (ix) 27 4 17 0 000 016.016; (x) 28 4 20 1 001 016.076; and (xi) 13 1 12 2 004 028.000

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COMMERCIAL MORTGAGE,
SECURITY AGREEMENT AND FIXTURE FILING

Loan No. 10050

This COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (“Indenture”) is entered into and to be effective as of November 16, 2023 and KNOW ALL MEN BY THESE PRESENTS OMEGA REZ 3A LLC, a Delaware limited liability company, having an address of c/o Omega Realty Holdings, 4518 Valleydale Road, Birmingham, AL 35242 (“Mortgagor”), in consideration of the loan made by ENCORE SFR FINANCE, LLC, a Delaware limited liability company, having its principal place of business at 4000 Hollywood Blvd., 555-S, Hollywood, FL 33021, Attention: Asset Management (“Mortgagee”) to Mortgagor in the amount Eight Million Six Hundred Sixty Thousand and 00/100 Dollars (\$8,660,000.00) to Mortgagor and other good and valuable consideration received, does hereby give, grant, bargain, sell and confirm unto said Mortgagee, its successors and assigns the following:

(A) All right, title and interest in and to those premises more commonly known as the addresses set forth on the Property Schedule attached as Exhibit 1 under “Mortgaged Properties,” which is more particularly described in Schedule A (collectively, the “Premises”), which is attached hereto and made a part hereof;

(B) TOGETHER WITH (1) all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Premises, and (2) all building materials, supplies and other property stored at or delivered to the Premises or any other location for incorporation into the improvements located or to be located on the Premises, and all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and located in or on, or attached to, and used or intended to be used in connection with, or with the operation of, or the occupancy of, the Premises, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and owned by Mortgagor, and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, and all of the right, title and interest of Mortgagor in and to such personal property which, to the fullest extent permitted by law, shall be conclusively deemed fixtures and a part of the real property encumbered hereby (the "Improvements");

(C) TOGETHER WITH (1) all estate, right, title and interest of Mortgagor, of whatever character, whether now owned or hereafter acquired, in and to (a) all streets, roads and public places, open or proposed, in front of or adjoining the Premises, and the land lying in the bed of such streets, roads and public places, and (b) all other sidewalks, alleys, ways, passages, strips and gores of land adjoining or used or intended to be used in connection with any of the property described in paragraphs (A) and (B) hereof, or any part thereof; and (2) all water courses, water rights, easements, rights-of-way and rights of use or passage, public or private, and all estates, interest, benefits, powers, rights (including, without limitation, any and all lateral support, drainage, slope, sewer, water, air, mineral, oil, gas and subsurface rights), privileges, licenses, profits, rents, royalties, tenements, hereditaments, reversions and subreversions, remainders and subremainders and appurtenances whatsoever in any way belonging, relating or appertaining to any of the property described in paragraphs (A) and (B) hereof, or any part thereof; or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor; and

(D) TOGETHER WITH (a) all estate, right, title and interest of Mortgagor of, in and to all judgments, insurance proceeds, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the property described in paragraphs (A), (B) and (C) hereof or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the property described in paragraphs (A), (B) or (C) hereof or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the property described in paragraphs (A), (B) or (C) hereof, or any part thereof; and Mortgagee is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquaintances therefor, and (if it so elects) to apply the same, after deducting therefrom any expenses incurred by Mortgagee in the collection and handling thereof, toward the payment of the indebtedness and other sums secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable; and (b) all contract rights, general intangibles, governmental permits, licenses and approvals, actions and rights in action, including without limitation all rights to insurance proceeds and unearned premiums, arising from or relating to the property described in paragraphs (A), (B) and (C) above; and (c) all proceeds, products, replacements additions, substitutions, renewals and accessions of and to the property described in paragraphs (A), (B) and (C).

All of the property described in paragraphs (A), (B), (C) and (D) above, and each item of property therein described, including, but not limited to, the Premises and the Improvements, is herein referred to as the "Property."

TO HAVE AND TO HOLD the above granted and bargained Property, with the appurtenances thereof, unto it, Mortgagee, its successors and assigns forever, to it and their own proper use and behoof. And also, Mortgagor does for itself, its successors and assigns forever, covenant with the said Mortgagee,

its successors and assigns, that at and until the ensealing of these presents, they are well seized of the Property as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free and clear of all encumbrances whatsoever.

AND FURTHERMORE, Mortgagor does by these presents bind itself, its legal representatives and its successors and assigns forever to WARRANT AND DEFEND the above granted and bargained Property to Mortgagee, its successors and assigns, against all claims and demands whatsoever

THE CONDITION OF THIS INDENTURE IS SUCH THAT:

WHEREAS, Mortgagor is indebted to Mortgagee by virtue of a commercial loan transaction (the "Loan") in the sum of up to Eight Million Six Hundred Sixty Thousand and 00/100 Dollars (\$8,660,000.00) as evidenced by that certain Commercial Promissory Note in the principal amount of up to Eight Million Six Hundred Sixty Thousand and 00/100 Dollars (\$8,660,000.00) (the "Note") dated as of the date of this Indenture executed by Mortgagor and delivered to Mortgagee, with all amounts remaining unpaid thereon being finally due and payable on November 16, 2028 (the "Maturity Date"), and which Loan is made pursuant to that certain Portfolio Loan Agreement, dated as of the date hereof, between Mortgagor and Mortgagee (the "Loan Agreement").;

WHEREAS, the terms and repayment of such obligations of Mortgagor are set forth in the Note;

WHEREAS, to secure payment and performance of the indebtedness and obligations represented by the Note, Mortgagor is hereby executing this Indenture in favor of Mortgagee, its successors and assigns forever;

WHEREAS, Mortgagor represents and warrants that it has full power and authority to execute and deliver the Note, this Indenture, and all other documents, agreements and instruments required of it by Mortgagee in connection with the making of the Loan (the Note, this Indenture, and all such other documents, agreements and instruments executed and delivered by Mortgagor in connection with the Loan being sometimes collectively referred to herein as the "Loan Documents").

NOW, THEREFORE, Mortgagor hereby covenants and agrees with Mortgagee as follows:

ARTICLE 1. COVENANTS OF THE MORTGAGOR

1.1 Performances of Loan Documents.

Mortgagor shall cause to be performed, observed and complied with all provisions hereof, of the Note and each of the Loan Documents, and will promptly pay to Mortgagee the principal, with interest thereon, and all other sums required to be paid by Mortgagor under the Note and pursuant to the provisions of this Indenture and of the Loan Documents when payment shall become due (the entire principal amount of the Note, all accrued interest thereon and all obligations and indebtedness thereunder and hereunder and under all of the Loan Documents described being referred to herein as the "Indebtedness"). This Indenture also encumbers all obligations with respect to all future advances and other obligations that Mortgagor may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, its agents, successors and/or assigns, when such future advance or obligation is evidenced by a writing which recites that it is secured by this Indenture.

1.2 General Representation, Covenants and Warranties.

Mortgagor represents and covenants the following:

1.2.1 Mortgagor is now able to meet its debts as they mature, the fair market value of its assets exceeds its liabilities and no bankruptcy or insolvency case or proceeding is pending or contemplated by or against the Mortgagor;

1.2.2 All reports, statements and other data furnished by Mortgagor to Mortgagee in connection with the Loan are true, correct and complete in all material respects and do not omit to state any fact of circumstance necessary to make the statements contained therein not misleading;

1.2.3 This Indenture, the Note and all other Loan Documents are legal, valid and binding obligations of Mortgagor enforceable in accordance with their respective terms and the execution and delivery thereof do not contravene any contract or agreement to which Mortgagor is a party or by which Mortgagor may be bound and do not contravene any law, order, decree, rule or regulation to which Mortgagor is subject;

1.2.4 There are no actions, suits or proceedings pending, or to the knowledge of Mortgagor threatened, against or affecting Mortgagor or any part of the Property;

1.2.5 All costs arising from construction of any improvements and the purchase of all equipment located on the Property that have been incurred prior to the date of this Indenture have been paid;

1.2.6 The Property has frontage on, and direct access for, ingress and egress to the street(s) described in any survey submitted to Mortgagee;

1.2.7 Electric, sewer, water facilities and any other necessary utilities are, or will be, available in sufficient capacity to service the Property satisfactorily during the term of the Note, and any easements necessary to the furnishing of such utility service by Mortgagor have been or will be obtained and duly recorded (evidence satisfactory to Mortgagee that all utility services required for the use, occupancy and operations of the Property shall be provided to Mortgagee immediately upon Mortgagee's request);

1.2.8 There has not been, is not presently and will not in the future be any activity conducted by Mortgagor or any tenant at or upon any part of the Property that has given or will give rise to the imposition of a lien on any part of the Property;

1.2.9 Mortgagor is not in default under the terms of any instrument evidencing or securing any indebtedness of Mortgagor, and there has occurred no event which would, if uncured or uncorrected, constitute a default under any such instrument with the giving of notice, or the passage of time or both; and

1.2.10 Mortgagor has legal capacity to enter into the Loan and to execute and deliver the Loan Documents, and the Loan Documents have been duly and properly executed on behalf of Mortgagor.

1.3 Compliance with Laws; Permits; Notice.

Mortgagor covenants and warrants that the Property presently complies with and shall continue to comply with all applicable restrictive covenants, applicable zoning, wetlands and subdivision ordinances and building codes, all applicable health and environmental laws and regulations and all other applicable laws, statutes, rules, ordinances, codes, and regulations, and Mortgagor has not received any notice that Property is not in compliance with any such laws, statutes, rules, ordinances, codes and regulations. If Mortgagor receives notice from any federal, state or other governmental body that it is not in compliance with any such laws, statutes, rules, ordinances, codes and regulations, Mortgagor shall provide Mortgagee with a copy of such notice promptly. Mortgagor agrees to comply with all federal, state and municipal local

laws, statutes, rules, ordinances, codes and regulations in connection with the construction and development of the Property. Mortgagor has or will obtain all licenses, permits, authorizations, consents and approvals necessary for the construction and development of the Property, and, to the extent the foregoing have been received, all such licenses, permits, authorizations, consents and approvals are in full force and effect and all appeal periods have expired. Unless required by applicable law or unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the nature of the occupancy for which the Property were intended at the time this Indenture was executed. Mortgagor shall not initiate or acquiesce in a change in the zoning classification of the Property without Mortgagee's prior written consent. Mortgagor warrants and represents that its use, and the use by any of its tenants, of the Property is in accordance and compliance with the terms and conditions of any and all rules, regulations, and laws that may be applicable to the Property, including, without limitation, all federal, state and local laws, ordinances, rules and regulations regarding hazardous and toxic materials and that Mortgagor shall maintain and continue such compliance and shall require and ensure its tenants' compliance with the same. Mortgagor shall maintain or shall cause their agent to maintain in its possession, available for the inspection of Mortgagee, and shall deliver to the Mortgagee, upon three (3) business days' request, evidence of compliance with all such requirements. Mortgagor hereby indemnifies and holds Mortgagee free of and harmless from and against any and all claims, demands, damages or liabilities that Mortgagee may incur with regard thereto.

1.4 Late Charge.

Section 7 of the Note is hereby incorporated by reference as though fully stated herein.

1.5 Condemnation.

Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of, any damage or taking through condemnation, eminent domain or the like, and Mortgagee is hereby authorized, at its option, to commence, appear in and prosecute in its own or Mortgagor's name any action or proceeding relating to any such condemnation, taking or the like and to settle or compromise any claim in connection therewith.

1.6 Intentionally Omitted.

1.7 Intentionally Omitted.

1.8 Further Assurance.

1.8.1 At any time and from time to time upon Mortgagee's request, Mortgagor shall make, execute/re-execute and deliver, or cause to be made, executed/re-executed and delivered, to Mortgagee and, where appropriate, shall cause to be recorded or filed, and from time to time thereafter to be re-recorded and refilled, at such time and in such offices and places as shall be deemed desirable by Mortgagee, any and all such further deeds of trust, instruments or further assurance, certificates and such other documents, and perform such other acts and things as Mortgagee may consider necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve, the obligations of Mortgagor under the Note and this Indenture, of lien of this Indenture as a lien upon all of the Property, and unto all and every person or persons deriving any estate, right, title or interest under this Indenture. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record or refile any and all such deeds of trust, instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor to do so.

1.8.2 In the event of any miscalculation, misapplication or error in payment or collections of monies at closing, Mortgagor agree to correct the same upon request.

1.8.3 Each request by Mortgagee pursuant to Section 1.8 shall receive full cooperation and compliance by Mortgagor by execution or re-execution (as the case may be) and delivery at Mortgagee's office located in Hollywood, Florida or such other location within the State of Delaware as Mortgagee may designate within seven (7) days of Mortgagee's making such request.

1.9 Uniform Commercial Code Security Agreement and Fixture Filing.

This Indenture is intended to be a security agreement, financing statement, and fixture filing that is to be filed for record in the real estate records pursuant to the Uniform Commercial Code in effect from time to time in the State of Alabama for any of the goods specified above in this Indenture as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code and Mortgagor hereby agrees to execute and deliver any additional financing statements covering said goods from time to time and in such form as Mortgagee may require to perfect a security interest with respect to said goods. Mortgagor shall pay all costs of filing such financing statements and renewals and releases thereof and shall pay all reasonable costs and expenses of any record searches for financing statements that Mortgagee may reasonable require. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created, pursuant to the Uniform Commercial Code, any other security interest in said goods, including replacements and additions thereto. Upon Mortgagor's breach of any covenant or agreement of Mortgagor contained in this Indenture, including the covenants to pay when due all sums secured by this Indenture, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, may also invoke the remedies permitted by applicable law as to such goods.

AS IT IS RELATED HERETO:

DEBTOR IS: Omega Rez 3A LLC
c/o Omega Realty Holdings,
4518 Valleydale Road
Birmingham, AL 35242

SECURED PARTY IS: ENCORE SFR FINANCE, LLC
4000 Hollywood Blvd., 555-S
Hollywood, FL 33021
Attention: Asset Management

Mortgagor represents, covenants, and warrants that as of the date hereof as follows: Mortgagor's full, correct, and exact legal name is set forth immediately above in this Section 1.9. Mortgagor is an organization of the type and incorporated in, organized, or formed under the laws of the state specified in the introductory paragraph to this Indenture. In the event of any change in name or identify of Mortgagor, Mortgagor hereby authorizes Mortgagee to file such Uniform Commercial Code forms as are necessary to maintain the priority of Mortgagee's lien upon the Property which may be deemed personal property or fixtures, including future replacement thereof, which serves as collateral under this Indenture.

1.10 Lease Covenants.

Each and every covenant on the part of Mortgagor contained in any assignment of lessor's interest in leases or any assignment of rents, royalties, issues, revenues, profits, income or other benefits made collateral hereto is made an obligation of Mortgagor hereunder as if fully set forth herein.

1.11 After-Acquired Property.

To the extent permitted by and subject to applicable law, the lien of this Indenture will automatically attach, without further act, to all after-acquired property located in, on, or attached to, or used, or intended to be used, in connection with, or with the renovation of, the Property or any part thereof; provided, however, that, upon request of Mortgagee, Mortgagor shall execute and deliver such instrument or instruments as shall reasonably be requested by Mortgagee to confirm such lien, and Mortgagor hereby appoints Mortgagee its attorney-in-fact to execute all such instruments, which power is coupled with an interest and is irrevocable.

1.12 Expenses.

Unless otherwise agreed in writing, Mortgagor will pay when due and payable all origination fees, application fees, underwriting fees, document preparation and title review fees, appraisal fees, recording fees, taxes, brokerage fees and commissions, abstract fees, title policy fees, escrow fees, attorney's fees, court costs, fees of inspecting architect(s) and engineers(s) and all other costs and expenses of every character assessed by Mortgagee against Mortgagor, have been incurred or which may hereafter be incurred by Mortgagee in connection with: (a) the preparation and execution of the Loan Documents; (b) the closing and funding of the Loan; (c) in the event of Event of Default occurs hereunder or under the Note or any other Loan Documents, all costs, fees and expenses, including, without limitation, all reasonable attorney's fees in connection with the enforcement under the Note or foreclosure under this Indenture, preparation for enforcement of this Indenture or any other Loan Documents, whether or not suit or other action is actually commenced or undertaken; (d) enforcement of this Indenture or any other Loan Documents; (e) court or administrative proceedings of any kind of which Mortgagee may be a party, either as plaintiff or defendant, by reason of this Indenture, the Note, or any other Loan Documents; (f) preparation for and actions taken in connection with Mortgagee's taking possession of the Property; (g) negotiations with Mortgagor, its beneficiary, or any of its agents in connection with the existence or cure of any Event of Default or default; (h) any proposal for refinancing by Mortgagor or any other person or entity of the debt secured hereby; (i) the transfer of the Property in lieu of foreclosure; (j) inspection of the Property pursuant to Section 1.15; (k) the approval by Mortgagee of actions taken or proposed to be taken by Mortgagor, its beneficiary, or other person or entity which approval is required by the terms of this Indenture or any other Loan Documents; and (l) for all other fees due and owing by Mortgagor to Mortgagee in connection with the Loan. Mortgagor will, upon demand by Mortgagee, reimburse Mortgagee for any takeout, for all such expenses that have been incurred or shall be incurred by either of them; and will indemnify and holds harmless Mortgagee from and against, and reimburse it for, the same and for all claims, demands, liabilities, losses, damages, judgments, penalties, costs and expenses (including, without limitation, attorney's fees) that may be imposed upon, asserted against, or incurred or paid by it by reason of, on account of or in connection with any bodily injury or death or property damage occurring in or upon or in the vicinity of the Property through any cause whatsoever or asserted against it on account of any act performed or omitted to be performed hereunder or on account of any transaction arising out of or in any way connected with the Property, or with this Indenture or the Indebtedness.

1.13 Mortgagee's Performance of Defaults.

If Mortgagor defaults in the payment of any tax, Assessment, encumbrance or other Imposition or IAI, in its obligation to furnish insurance hereunder, or in the performance or observance of any other covenant, condition, agreement or term in this Indenture, the Note or in any other Loan Documents, Mortgagee may, without obligation to do so, to preserve its interest in the Property, perform or observe the same, and all payments made (whether such payments are regular or accelerated payments) and costs and expenses incurred or paid by Mortgagee in connection therewith shall become due and payable immediately. The amounts so incurred or paid by Mortgagee, together with interest thereon at the default rate, as provided in the Note, from the date incurred until paid by Mortgagor, shall be added to the

Indebtedness and secured by the lien of this Indenture to the extent permitted by law. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition, agreement or term, without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.

1.14 Inspection.

Section 3.1.7 of the Loan Agreement is hereby incorporated by reference as though fully stated herein.

1.15 Inapplicability of Homestead.

The Loan is a commercial loan and, therefore, any homestead exemptions are inapplicable to the Mortgagor and in the Property.

1.16 Environmental Indemnity.

1.16.1 Definitions.

Unless otherwise defined in this Indenture, capitalized terms used in Section 1.18 shall have the meaning ascribed to them as follows:

1.16.1.1 "Environmental Law" shall mean all laws relating to hazardous waste, chemical substances or mixtures or hazardous, toxic or dangerous substances or conditions or relating to the interaction of the use or ownership of property and the environment, whether such law is: (i) criminal or civil, (ii) federal, state or local, (iii) statutory, common law or administrative regulation, (iv) currently in effect or enacted in the future.

1.16.1.2 "Hazardous Material" shall mean any pollutants, hazardous or toxic substances or contaminated materials, including but not limited to, oil and oil products, asbestos, asbestos containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls, flammables, explosives, radioactive materials, laboratory wastes, biohazardous wastes, chemicals, compounds or any other materials and substances (including materials, substances or things which are composed of or which have as constituents any of the foregoing substances), which are or may be subject to regulation under, or the Release of which or exposure to which is prohibited or limited by, or regulated under, any Environmental Law.

1.16.1.3 "Release" shall mean any spilling, leaking, migrating, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of any Hazardous Material.

1.16.2 Indemnification.

Notwithstanding anything herein to the contrary, Mortgagor absolutely and unconditionally agrees to defend, indemnify, and hold harmless Mortgagee, and its employees, agents, trustees, attorneys, officers, directors and shareholders, from and against any and all claims, demands, penalties, causes of action, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, foreseen or unforeseen, contingent or otherwise, incurred by Mortgagee, its employees, agents, trustees, attorneys, officers or directors (including, without limitation, counsel and consultant fees and expenses, investigation and laboratory fees and expenses, court costs, and litigation expenses) arising out of, or in any way related to: (i) any breach by the Mortgagor of any of the provisions of this Indenture or any other Loan Documents; any Release or threat thereof of any Hazardous Material that is at, in, on, under, around, from or affecting

the Property, including, without limitation, any violation of any Environmental Law or any damage or injury resulting from any Hazardous Material to or affecting the Property or the soil, water, air, vegetation, buildings, personal property, persons or animals located on the Property or on any other property or otherwise, whether occurring during or prior to Mortgagor's ownership of the Property; (ii) any personal injury (including wrongful death) and property damages (real or personal) arising out of or related to any such Hazardous Material; (iii) any lawsuit brought or threatened, settlement reached, or order or directive of or by any state or federal governmental agency or authority, including but not limited to the United States of America Environmental Protection Agency and any state counterpart environmental protection agency, relating to such Hazardous Material; and (iv) any remedial action undertaken by Mortgagee in connection with any of the foregoing.

1.17 Future Advances.

This Indenture is given for the specific purpose of securing any and all Indebtedness of Mortgagor to Mortgagee in whatever manner such Indebtedness may be evidenced or represented, until this Indenture is satisfied of record, as well as all future advances made in connection with the Loan, whether such advances are obligatory or are to be made at the option of the Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Indenture, but such secured Indebtedness shall not exceed at any time the maximum principal sum equal to ten (10) times the amount originally secured, plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance on the Property, with interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of the Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other Note secured by this Indenture. All covenants and agreements contained in this Indenture shall be applicable to all future advances made by Mortgagee to Mortgagor under this future advance clause. Mortgagee shall be under no obligation to make, or cause to be made, any such future advance, and all such future advances shall be at the sole and absolute discretion of Mortgagee.

ARTICLE 2. DEFAULTS

The term "Event of Default" or "default" wherever used in this Indenture, shall mean any one or more of the following events:

2.1 The occurrence of an "Event of Default" under the Note, Loan Agreement, or any other Loan Documents;

2.2 Section 4.1.5 of the Loan Agreement is hereby incorporated by reference;

2.3 Cancellation of the automated payments (ACH) transfer setup related to Mortgagor's payment of any installment of principal and/or interest under the Note pursuant to that certain Automated Payments (ACH) Authorization Form dated of even date herewith;

2.4 All or a material portion of the Property being taken either temporarily for a period in excess of ninety (90) days, or permanently, through condemnation, eminent domain, or any other taking such that the proceeds therefrom is insufficient to satisfy the Allocated Loan Amount set forth on Exhibit 1 of the Loan Agreement with respect thereto; provided that such taking shall not be an Event of Default if Mortgagor, within ninety (90) days after such taking, makes a prepayment with respect to the entire portion of the Property that has been taken in accordance with Section 10 of the Note, provided that for such purposes, the outstanding principal balance with respect thereto shall be the outstanding Allocated Loan Amount for such portion and no prepayment premium shall be payable in connection therewith;

2.5 Any representation or warranty of Mortgagor made herein or in any certificate, report, financial statement, or other instrument furnished in connection with the making of the Note, this Indenture, or any other Loan Documents, shall prove materially false or misleading in any material respect;

2.6 The Property becomes subject to (1) any tax lien which is superior to the lien of the Indenture, other than a lien for local real estate taxes and assessments not due and payable or (2) any mechanic's, materialman's, or other lien that is, or is asserted to be, superior to the lien of the Indenture and such lien shall remain undischarged for thirty (30) days;

2.7 Mortgagor fails to promptly cure within a reasonable time any violations of laws or ordinances affecting or that may be interpreted to affect the Property; and

Notwithstanding the foregoing, if Mortgagor shall fail to comply with any agreement, term, covenant, or condition of this Indenture, the Note, or any of the other Loan Documents, other than a default in the payment of monies due and payable to Mortgagee, then an Event of Default shall not be deemed to have occurred solely for the purpose of triggering the accrual of default interest on the unpaid principal balance of the Loan as set forth in Section 8 of the Note, and Mortgagee shall not exercise its rights of complying with any such agreement, term, covenant or condition on behalf or in the name of the Mortgagor, unless such default shall have continued for at least thirty (30) days after Mortgagor's receipt of notice thereof and demand to cure from Mortgagee; provided, however, that in the case of any such non-monetary default which is susceptible to cure but cannot be cured through the exercise of reasonable diligence within thirty (30) days of receipt of notice of such non-monetary default, if Mortgagor commences such cure within the initial thirty (30) day period and diligently prosecutes same to completion, then such period of thirty (30) days shall be extended for such additional period of time as may be reasonably necessary to cure the same as approved by Mortgagee in its sole reasonable discretion.

ARTICLE 3. REMEDIES

In the event that an Event of Default or default shall have occurred and be continuing, the remedies available to Mortgagee include, but are not limited to, any and all rights and remedies available hereunder or any the Note or any other Loan Document, any and all rights and remedies available at law, in equity or by statute. Without limiting the foregoing, the rights and remedies available to Mortgagee shall include, but not be limited to, any one or more of the following:

3.1 Acceleration of Maturity.

If an Event of Default shall have occurred, Mortgagee may, at its option, declare, upon thirty (30) days written demand and notice, all of the outstanding Indebtedness to be due and payable immediately, and upon such declaration such Indebtedness shall immediately become and be due and payable without any further demand or notice, unless the applicable notice requirements of the State of Alabama, County of Shelby or other municipality provides otherwise. If Mortgagee shall be required under such applicable state, county or other municipal law to provide certain notice to Mortgagor prior to acceleration of the outstanding Indebtedness, then Mortgagee shall provide such notice to Mortgagor in the manner and substance in conformance with all such applicable law. If Mortgagee provides such notice to Mortgagor and if the default is not cured on or before the date specified in the notice, then Mortgagee, at its option, may require immediate payment in full of all sums secured by this Indenture without further demand, may foreclose this Indenture by judicial proceeding and may invoke the power of sale and any other remedies set forth herein and permitted by applicable state, county or other municipal law. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Article 3, including, but not limited to, reasonable attorney's fees and costs of title evidence.

3.2 Mortgagee's Right to Enter and Take Possession.

If an Event of Default shall have occurred, Mortgagor, upon demand on Mortgagee, shall forthwith surrender to Mortgagee the actual possession of the Property and Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of the Property, subject to the rights of tenants and other occupants of the Property, collect and receive the rents and income therefrom, and to apply so much of said rents and income as may be required in the necessary expenses of running said Property, including reasonable attorney's fees, management agent's fees, and if Mortgagee manages the Property with its own employees, an amount equal to the customary management agent's fees charged for similar property in the area where the Property are located, and to apply the balance of said rents and income to the payment of the amounts due upon said Note, or in payment of taxes assessed against the Property, or both. And for this purpose, and in case of such default, the Mortgagor hereby assigns, transfers, and sets over to the Mortgagee the rents and income accruing from said Property. Nothing contained in the foregoing provisions shall impair or affect any right or remedy that the Mortgagee might now or hereafter have, were it not for such provisions, but the rights herein given shall be in addition to any others which Mortgagee may have hereunder.

3.3 Receiver.

If an Event of Default shall have occurred, Mortgagee, to the extent permitted by law and without regard to the value or occupancy of the security, shall be entitled to apply for the appointment of a receiver of the rents and profit of the Property without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Property as security for the amounts due Mortgagee, or the solvency of any person or limited liability company liable for the payment of such amounts.

3.4 Waiver of Appraisement, Valuation, Stay, Exemption, and Redemption Laws, etc.; Marshaling.

Mortgagor agrees to the full extent permitted by law that after an Event of Default neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, exemption, moratorium, or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, and Mortgagor, for itself all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, any and all right to have the assets comprising the Property marshaled upon any foreclosure hereof.

3.5 Suits to Protect the Property.

Mortgagee shall have the power and authority to institute and maintain any suits and proceedings as Mortgagee may deem advisable in order to (a) prevent any impairment of the Property, (b) foreclose this Mortgage, (c) preserve and protect its interest in the Property, and (d) to restrain the enforcement of, or compliance with, any legislation or other governmental enactment, rule, or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Mortgagee's interest.

3.6 Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial case or proceedings affecting Mortgagor, its creditors or its property, Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such case or proceeding for the

entire Indebtedness at the date of institution of such case or proceeding, and for any additional amounts that may become due and payable by Mortgagor after such date.

3.7 Application of Monies by Mortgagee.

After the occurrence and during the continuance of an Event of Default, any monies collected or received by Mortgagee shall be applied in such priority as Mortgagee may determine in its sole and absolute discretion, to such matters including, but not limited to, the payment of compensation, expenses and disbursements of the agents, attorneys and other representatives of Mortgagee, to IAI Deposits and any other deposits for Impositions and insurance and insurance premiums due, to the cost of insurance, Impositions, Assessments, other IAIs and other charges and to the payment of the Indebtedness.

3.8 No Waiver.

Notwithstanding any course of dealing or course of performance, neither failure nor delay on the part of Mortgagee to exercise any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right; power, or privilege.

3.9 No Waiver of One Default to Affect Another.

No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon. If Mortgagee (a) grants forbearance or an extension of time for the payment of any of the Indebtedness; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted in the Note, this Indenture or any other of the Loan Documents; (d) releases any part of the Property from the lien of this Indenture or any other Loan Documents or releases or any party liable under the Note; (e) consents to the filing of any map, plat or replat of the Property; (f) consents to the granting of any easement on the Property; or (g) makes or consents to any agreement changing the terms of this Indenture or subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the original liability under this Indenture of otherwise of Mortgagor, or any subsequent purchaser of the Property or any part thereof or any maker, co-singer, endorser, surety or guarantor. No such act or omission shall preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in case of any Event of Default then existing or of any subsequent Event of Default nor, except as otherwise expressly provided in an instrument or instruments executed by Mortgagee, shall the lien of this Indenture be altered thereby.

3.10 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Indenture or any other Loan Documents is exclusive of any other right, power and remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other Loan Documents, or now or hereafter existing at law, in equity or by statute.

3.11 Discontinuance of Proceedings. If Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee shall have the unqualified right to do so and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Indebtedness, the Loan Documents, the Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall

waive any Event of Default which may then exist or the right of Mortgagee thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default.

3.12 Interest after Event of Default; Default Rate.

If an Event of Default has occurred and is continuing, all sums outstanding and unpaid under the Note, this Indenture, and any other Loan Document shall, at Mortgagee's option, bear interest at the default rate set forth in the Note.

ARTICLE 4. MISCELLANEOUS PROVISIONS

4.1 Heirs, Successors and Assigns Included in Parties.

Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained in this Indenture, by or on behalf of Mortgagor or Mortgagee shall bind and inure to the benefit of their respective heirs, successors and assigns, whether so expressed or not.

4.2 Addresses for Notices, etc.

4.2.1 Any notice, report, demand or other instrument authorized or required to be given or furnished under this Indenture shall be in writing, signed by the party giving or making the same, and shall be sent by certified mail, return receipt requested, as follows:

MORTGAGOR:

Omega Rez 3A LLC
c/o Omega Realty Holdings,
4518 Valleydale Road
Birmingham, AL 35242

MORTGAGEE:

ENCORE SFR FINANCE, LLC
4000 Hollywood Blvd.
555-S, Hollywood, FL 33021
Attention: Asset Management

and

Polsinelli PC
600 Third Avenue, 42nd Floor
New York, New York 10016
Attention: Rafael A. Santos-Hernández, Esq.

4.2.2 Either party may change the address to which any such notice, report, demand or other instrument is to be delivered or mailed, by furnishing written notice of such change to the other party, but no such notice of change shall be effective unless and until received by such other party.

4.3 Headings.

The headings of the articles, sections, paragraphs and subdivisions of this Indenture are convenience of reference only, are not to be considered a part hereof and shall not limit or expand or otherwise affect any of the terms hereof.

4.4 Provisions Subject to Applicable Laws; Severability.

All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law and are intended to be limited to the extent necessary so that they will not render this Indenture invalid or unenforceable. In the event that any of the covenants agreements, terms or provisions contained in the Note, or in this Indenture or in any other Loan Documents shall be deemed invalid, illegal or unenforceable in any respect by a court with appropriate jurisdiction, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note or in any other Loan Documents shall be in no way affected, prejudiced or disturbed thereby.

4.5 Modification.

This Indenture, the Note, and all other Indebtedness are subject to modification; provided, however, neither this Indenture, nor any term hereof, may be changed, waived, discharged or terminated orally or by any action or inaction, and solely may be made by an instrument in writing signed by the parties hereto.

4.6 Governing Law.

THIS INDENTURE WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY MORTGAGOR AND ACCEPTED BY MORTGAGEE IN THE STATE OF NEW YORK, AND THE PROCEEDS OF THE NOTE SECURED HEREBY WERE DISBURSED FROM THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS INDENTURE AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES (I) THE PROVISIONS FOR THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND PURSUANT TO THE OTHER LOAN DOCUMENTS WITH RESPECT TO THE PROPERTY (OTHER THAN THAT DESCRIBED IN SUBPARAGRAPH II BELOW) SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE PROPERTY AND FIXTURES ARE LOCATED AND (II) WITH RESPECT TO THE PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED BY THIS INDENTURE AND THE OTHER LOAN DOCUMENTS IN PROPERTY WHOSE PERFECTION AND PRIORITY IS COVERED BY ARTICLE 9 OF THE UCC (INCLUDING, WITHOUT LIMITATION, THE ACCOUNTS), THE LAW OF THE JURISDICTION APPLICABLE IN ACCORDANCE WITH SECTIONS 9-301 THROUGH 9-307 OF THE UCC AS IN EFFECT IN THE STATE OF NEW YORK SHALL GOVERN. TO THE FULLEST EXTENT PERMITTED BY LAW, MORTGAGOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS INDENTURE AND/OR THE OTHER LOAN DOCUMENTS, AND THIS INDENTURE AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW EXCEPT AS SPECIFICALLY SET FORTH ABOVE.

ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST MORTGAGEE OR MORTGAGOR ARISING OUT OF OR RELATING TO THIS INDENTURE MAY AT MORTGAGEE'S OPTION BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND MORTGAGOR WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND MORTGAGOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING, AND MORTGAGOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. MORTGAGOR DOES HEREBY DESIGNATE AND APPOINT:

CORPORATION SERVICE COMPANY (CSC)
19 WEST 44TH STREET, SUITE 200
NEW YORK, NY 10036

AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK, AND AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO MORTGAGOR IN THE MANNER PROVIDED IN THE LOAN AGREEMENT SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON MORTGAGOR IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. MORTGAGOR (I) SHALL GIVE PROMPT NOTICE TO MORTGAGEE OF ANY CHANGED ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (II) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN NEW YORK, NEW YORK (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF PROCESS), AND (III) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS AUTHORIZED AGENT CEASES TO HAVE AN OFFICE IN NEW YORK, NEW YORK OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR.

4.7 Prejudgment Remedies.

MORTGAGOR HEREBY REPRESENTS, COVENANTS, AND AGREES THAT THE PROCEEDS OF THE LOAN SECURED BY THIS INDENTURE, AND EVIDENCED BY THE NOTE AND LOAN AGREEMENT, IF APPLICABLE, SHALL BE USED FOR GENERAL COMMERCIAL PURPOSES AND THAT SUCH LOAN IS A "COMMERCIAL TRANSACTION" AS DEFINED BY THE STATUTES OF THE STATE OF NEW YORK. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, MORTGAGOR HEREBY WAIVES SUCH RIGHTS AS IT MAY HAVE TO NOTICE AND/OR HEARING UNDER ANY APPLICABLE FEDERAL OR STATE LAWS PERTAINING TO THE EXERCISE BY MORTGAGEE OF SUCH RIGHTS AS MORTGAGEE MAY HAVE INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK PREJUDGMENT REMEDIES AND/OR TO DEPRIVE MORTGAGOR OF OR AFFECT THE USE OF OR POSSESSION OR ENJOYMENT OF MORTGAGOR'S PROPERTY PRIOR TO THE RENDITION OF A FINAL JUDGMENT AGAINST MORTGAGOR. MORTGAGOR FURTHER WAIVES ANY RIGHT IT MAY HAVE TO REQUIRE THE MORTGAGEE TO PROVIDE A BOND OR OTHER SECURITY AS A PRECONDITION TO OR IN CONNECTION WITH ANY PREJUDGMENT REMEDY SOUGHT BY MORTGAGEE, AND WAIVES ANY OBJECTION TO THE ISSUANCE OF SUCH PREJUDGMENT REMEDY BASED ON ANY OFFSETS, CLAIMS, DEFENSES, OR COUNTERCLAIMS TO ANY ACTION BROUGHT BY MORTGAGEE. FURTHER, MORTGAGOR HEREBY WAIVES, TO THE

EXTENT PERMITTED BY LAW, THE BENEFITS OF ALL PRESENT AND FUTURE VALUATION, APPRAISAL, HOMESTEAD, EXEMPTION, STAY, REDEMPTION AND MORATORIUM LAWS.

4.8 Effects of Changes and Laws Regarding Taxation.

In the event of an enactment of any law deducting from the value of the Property any Indenture lien thereon, or imposing upon Mortgagee the payment of any or part of the Impositions, charges, or Assessments previously paid by Mortgagor pursuant to this Indenture, or change in the law relating to the taxation of Indentures, debts secured by Indentures or Mortgagee's interest in the Property so as to impose new incidents of taxes of Mortgagee, then Mortgagor shall pay such Impositions or Assessments or shall reimburse Mortgagee therefor; provided that, however, if in the opinion of counsel to Mortgagee such payment cannot lawfully be made by Mortgagor, then Mortgagee may, at Mortgagee's option, declare, upon thirty (30) days prior written demand and notice to Mortgagor, all of the sums secured by this Indenture to be immediately due and payable without prior notice to Mortgagor, and Mortgagee may invoke any remedies permitted by applicable law.

4.9 Purpose of Loan.

Mortgagor represents and warrants that the proceeds from this Loan are to be used solely for business and commercial purposes and not at all for any personal, family, household, or other noncommercial or farming or agricultural purposes. Mortgagor acknowledges that Mortgagee has made this Loan to Mortgagor in reliance upon the above representation. Said representation will survive the closing and repayment of the Loan.

4.10 Duplicate Originals.

This Indenture may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

4.11 Usury Laws.

This Indenture, the Note, and the other Loan Documents are subject to the express condition that at no time shall Mortgagor be obligated or required to pay interest on the debt at a rate that could subject the holder of the Note to either civil or criminal liability as a result of being in excess of the maximum interest rate permitted by applicable law. If, by the terms of this Indenture, the Note, or any other Loan Documents, Mortgagor is at any time required or obligated to pay interest on the debt at a rate in excess of such maximum rate, the rate of interest under the same shall be deemed to be immediately reduced to such maximum rate and the interest payable shall be computed at such maximum rate and all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance of the Note.

4.12 Construction.

This Indenture and the Note shall be construed without regard to any presumption or other rule requiring construction against the party causing this Indenture and the Note to be drafted.

4.13 Sale of Loan Documents.

Mortgagee shall have the right to do any or all of the following at any time without prior notice to or the consent of Mortgagor or Guarantor: (a) to sell, transfer, pledge or assign any or all of Loan Documents, or any or all servicing rights with respect thereto; (b) to sell, transfer, pledge or assign

participations in the Loan Documents (“Participations”); and (c) to issue mortgage pass-through certificates or other securities evidencing a beneficial interest in a rated or unrated public offering or private placement (the “Securities”). Mortgagee is authorized to forward or disclose to each purchaser, transferee, assignee, servicer, participant, or investor in such Participations or Securities (collectively, the “Investor”) or any Rating Agency rating such Securities, each prospective Investor, and any organization maintaining databases on the underwriting and performance of commercial mortgage loans, all documents and information which Mortgagee now has or may hereafter acquire relating to the Loan and to Mortgagor or any Guarantor as Mortgagee determines to be necessary or desirable. Upon Mortgagee’s request, Mortgagor shall reasonably cooperate with Mortgagee in connection with any of the transactions contemplated by this Section. Notwithstanding anything to the contrary contained in this Indenture or any of the other Loan Documents, from and after the date of any sale, transfer or assignment of the Note and other Loan Documents by Mortgagee, any cross-default provision contained herein or in any other loan Documents shall terminate and shall be of no further force or effect.

4.14 Release and Reconveyance.

If all of Mortgagor’s obligations under the Loan Documents are paid in full in accordance with the terms of the Loan Documents and all amounts due under the Indenture and accompanying Loan Documents are paid in full, no Default then exists hereunder and no Event of Default then exists under any other Loan Document, and if Mortgagor shall well and truly perform all of Mortgagor’s covenants contained herein, then this conveyance shall become null and void and be released, and the Property shall be released to Mortgagor, at Mortgagor’s request and expense. Mortgagor shall pay any recordation costs. Mortgagee may charge Mortgagor a fee for releasing this Indenture, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

4.15 Entire Agreement.

This Indenture, together with the other Loan Documents executed in connection herewith, constitutes the entire agreement and understanding among the parties relating to the subject matter hereof and supersedes all prior proposals, negotiations, agreements, and understandings relating to such subject matter. In entering into this Indenture, Mortgagor acknowledge that it is not relying on any representation, warranty, covenant, promise, assurance, or other statement of any kind made by Mortgagee or by any employee or agent of Mortgagee.

4.16 Post-Closing Compliance.

Mortgagor agrees, at the request of Mortgagee, to fully cooperate and adjust for clerical errors, omissions, mistakes, or corrections required on this Indenture or any other Loan Documents if deemed necessary or desirable in the sole discretion of Mortgagee. Mortgagor does hereby so agree and covenant in order to ensure that this Indenture and all other the Loan Documents will conform and be acceptable in the instance of enforcement, transfer, sale or conveyance by Mortgagee or its interest in and to said Loan documentation.

4.17 State Specific Provisions.

4.17.1 Principles of Construction.

In the event of any inconsistencies between the terms and conditions of this Section 4.17 and the terms and conditions of this Indenture, Mortgagor shall have the right to elect in its sole discretion which one or more provisions to enforce or rely upon; Mortgagee’s rights and remedies in this Indenture and the Loan Documents are cumulative, and in case of any conflict between any provision within this Indenture

or between this Indenture and those of other Loan Documents, Mortgagee shall have the right to enforce any of the same Mortgagee determines to be most beneficial to Mortgagee to the end of affording Mortgagee with maximum security and rights under law, the intention being that any inconsistencies may be resolved by Mortgagee, and Mortgagee's enforcement of any specific remedy in one case shall not bar Mortgagee from enforcing that remedy or another remedy in a different manner in another case.

4.17.2 Additional Remedies.

In addition to the remedies set forth in this Indenture, Mortgagee shall have the following additional remedies:

(a) Bring a court action at law or in equity to foreclose this Indenture or to enforce its provisions or any of the indebtedness or obligations secured by this Indenture, either or both, concurrently or otherwise, and one action or suit shall not abate or be a bar to or waiver of Mortgagee's right to institute or maintain the other, provided that Mortgagee shall have only one payment and satisfaction of the Indebtedness;

(b) Cause any or all of the Property to be sold under the power of sale granted hereby in any manner permitted by applicable law;

(c) Exercise any other right or remedy available under law or in equity or under the Loan Documents;

(d) Sell the Property at public outcry to the highest bidder for cash in front of the front or main door of the court house of the county where said Property, or a substantial and material part thereof, is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the Property, by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in the county (or all counties, if more than one) in which the Property is located (but if no newspaper is published in any such county, the notice shall be published in a newspaper published in an adjoining county for three successive weeks), and upon payment of the purchase money, Mortgagee or any person conducting the sale for Mortgagee is authorized to execute to the purchaser at said sale a deed to the Property so purchased. Any such sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale hereunder. Mortgagee may bid at said sale and purchase said Property, or any part thereof, if the highest bidder therefor. At the foreclosure sale, the Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Mortgagee may elect in its sole discretion. Any such sale shall operate as a foreclosure of this Indenture only as to the Property sold, and if the Indebtedness and all other sums secured hereby are not thereby satisfied in full, the other Property shall continue as security therefor and there may be a further foreclosure of this Indenture either by sale under power of sale or by judicial foreclosure.

4.17.3 Proceeds.

The proceeds of any sale under this Indenture will be applied in the following manner:

FIRST: Payment of the costs and expenses of the sale, including but not limited to, Mortgagee's fees, legal fees and disbursements, title charges and transfer taxes, and payment of all expenses, liabilities and advances of Mortgagee, together with interest at the default rate provided under the Note on all advances made by Mortgagee.

SECOND: Payment of all sums expended by Mortgagee under the terms of this Indenture and not yet repaid, together with interest on such sums at the default rate provided under the Note.

THIRD: Payment of the indebtedness and obligations of Mortgagor secured by this Indenture in any order that Mortgagee chooses.

FOURTH: The remainder, if any, to the person or persons appearing of record to be the owner of the Property at the time of such sale.

4.17.4 Mortgagee's Option on Foreclosure.

At the option of Mortgagee, this Indenture may be foreclosed as provided by law or in equity, in which event Mortgagee's attorney's fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. In the event Mortgagee exercises its option to foreclose the Indenture in equity, Mortgagee may, at its option, foreclose this Indenture subject to the rights of any tenants of the Property, and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted by Mortgagor to be a defense to any proceedings instituted by Mortgagee to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Property.

4.17.5 Waiver.

Mortgagor waives all rights to direct the order or manner in which any of the Property will be sold in the event of any sale under this Indenture and also any right to have any of the Property marshalled upon any sale. Mortgagee may in its discretion sell all the personal and real property together or in parts, in one or more sales, and in any sequence Mortgagee selects.

4.17.6 Additional Waiver.

AFTER CONSULTATION WITH COUNSEL AND RECOGNIZING THAT ANY DISPUTE HEREUNDER WILL BE COMMERCIAL IN NATURE AND COMPLEX, AND IN ORDER TO MINIMIZE THE COSTS AND TIME INVOLVED IN ANY DISPUTE RESOLUTION PROCESS, THE PARTIES HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS TRANSACTION, THIS INSTRUMENT, OR ANY OF THE OTHER LOAN DOCUMENTS EXECUTED IN CONNECTION WITH THIS TRANSACTION, OR RESPECTING ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY AND ACKNOWLEDGE THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR ENTERING INTO THIS LOAN TRANSACTION BY ALL PARTIES.

ARTICLE 5. ADDITIONAL SECURITY AND RELEASES

5.1 Additional Security – Obligations Secured by Additional Security Instruments.

In addition to the obligations secured by this Indenture and described as obligations herein, this Indenture shall also secure the payment and performance of all obligations secured by one or more additional Deeds of Trust, Mortgages, or Deeds to Secure Debt made by Mortgagor for the benefit of Mortgagee dated as of the date hereof (each, an "Additional Security Instrument") with respect to the properties more commonly known as the addresses set forth on the Property Schedule attached as Exhibit 1 under "Additional Secured Properties."

5.2 Secured Payment and Performance.

In addition to the obligations secured by each Additional Security Instrument, each Additional Security Instrument shall also secure the payment and performance of all obligations secured by this Indenture.

5.3 Cross Default.

An Event of Default under any Additional Security Instrument, as defined therein, shall, at Mortgagee's option, constitute an Event of Default under this Indenture. An Event of Default under this Indenture shall, at Mortgagee's option, constitute an Event of Default any Additional Security Instrument.

5.4 Waiver of Marshalling.

Mortgagor waives all rights to have all or part of the Property described in this Indenture and/or each Additional Security Instrument marshalled upon any foreclosure of this Indenture or foreclosure any Additional Security Instrument. Mortgagee shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of, the Property described in any of said Indentures as a whole or in separate parcels, in any order that Mortgagee may designate. Mortgagor makes this waiver for itself, for all persons and entities claiming through or under Mortgagor and for persons and entities who may acquire a lien or security interest on all or any part of the Property described in either of said Indentures, or on any interest therein.

5.5 Additional Representations and Warranties of Mortgagor.

5.5.1 Mortgagor represents and warrants that the lien of each Additional Security Instrument is a first lien on each of property described therein and covered thereby and that the provisions of this Indenture will not cause intervening liens to become prior to the lien of any Additional Security Instrument. If any intervening lien exists or hereafter arises, Mortgagor shall cause the same to be released or subordinated to the lien each Additional Security Instrument, without limiting any other right or remedy available to Mortgagee.

5.5.2 Mortgagor further warrants that Mortgagor has no legal or equitable claim against any Mortgagor named in any Additional Security Instrument which would be prior to the lien of any such Additional Security Instrument, or which would entitle Mortgagor to a judgment entitling Mortgagor to an equitable lien on all or any portion of that property prior in lien to any such Additional Security Instrument.

5.5.3 Except as supplemented and/or modified by this Indenture, all of the terms, covenants and conditions of each Additional Security Instrument and the other loan documents executed in connection therewith shall remain in full force and effect.

5.5.4 Mortgagor and Mortgagee acknowledge and agree that: this Indenture shall constitute a lien or charge upon only that property described herein as the "Property;" and each Additional Security Instrument shall, as applicable, constitute liens or charges upon only that related property described therein as the "Property," "Mortgaged Property," or the "Premises," as applicable.

5.6 Releases/Partial Reconveyances.

5.6.1 Mortgagor shall have the right to a release or partial reconveyances of the Property in accordance with the terms and conditions set forth in the Loan Agreement.

5.6.2 This Indenture can be released from the lien each Additional Security Instrument pursuant to the terms and conditions of Section 6.17 of the Loan Agreement.

NOW, THEREFORE, if the Note and any Indebtedness, secured by this Indenture shall be well and truly paid according to their tenor and if all the terms, covenants, conditions, and agreements of Mortgagor contained herein and in the Note and Loan Documents, shall be fully and faithfully performed, observed, and complied with, then this Indenture deed shall be void, but shall otherwise remain in full force and effect.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
(Signature Page Follows)

MORTGAGOR

IN WITNESS WHEREOF, this Indenture has been duly executed by ~~Trustor~~ as of the date first above written.

Signed, Sealed, and Delivered in the Presence of:

MORTGAGOR
TRUSTOR:

WITNESS:

OMEGA REZ 3A LLC,
a Delaware limited liability company

By: Sarah Wallace
Name: Sarah Wallace

By: [Signature] (seal)
Name: Lewis W. Cummings, III
Title: President

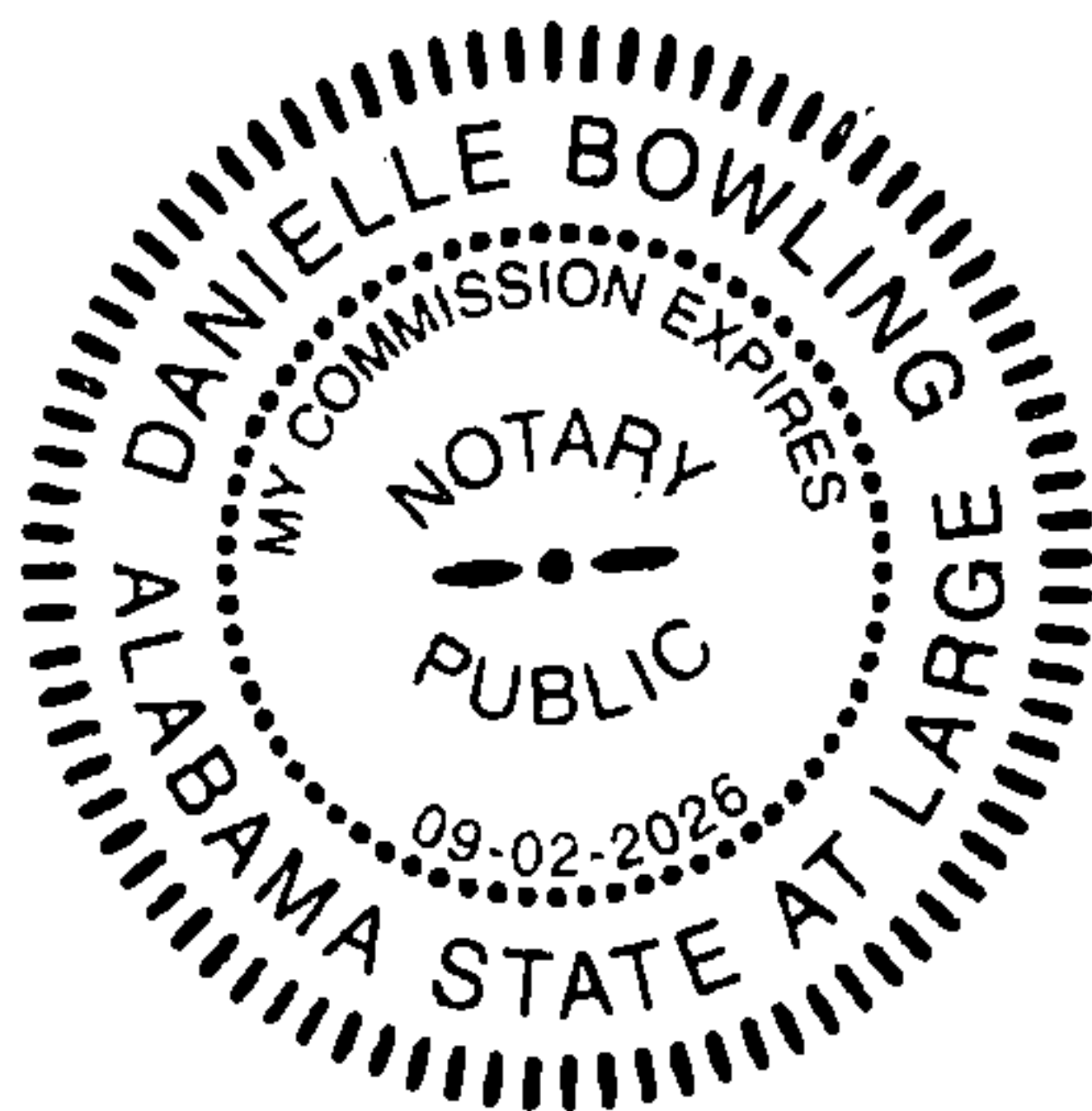
By: Cameron McBride
Name: Cameron McBride

STATE OF Alabama)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lewis W. Cummings, III, whose name as President of Omega Rez 3A LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date. Given under my hand and official seal this 7 day of November, 2023.

[Signature]
Notary Public

My Commission Expires: 9/2/26



MORTGAGE

[Signature page to Commercial Deed of Trust, Security Agreement and Fixture Filing]

EXHIBIT 1

PROPERTY SCHEDULE

Mortgage Properties

1. 1089 EMERALD RIDGE DR, CALERA, AL 35040
2. 118 CEDAR BEND DR, HELENA, AL 35080
3. 151 SOMMERSBY CIR, PELHAM, AL 35124
4. 157 SOMMERSBY CIR, PELHAM, AL 35124
5. 189 ADDISON DR, CALERA, AL 35040
6. 2146 VILLAGE LN, CALERA, AL 35040-5618
7. 2154 VILLAGE LN, CALERA, AL 35040
8. 324 MAGGIE WAY, CALERA, AL 35040
9. 41 DANA DR, MONTEVALLO, AL 35115
10. 636 MERIWEATHER DR, CALERA, AL 35040
11. 721 CAHABA MANOR CT, PELHAM, SHELBY, AL 35124

Additional Secured Properties

1. 1024 DOGWOOD DR, PELL CITY, AL 35128
2. 1136 ALDEN GLEN DR, MOODY, AL 35004
3. 2131 KINGS CT, MOODY, AL 35004
4. 25 LORI LN, SPRINGVILLE, AL 35146
5. 523 VILLAGE SPRINGS LN, SPRINGVILLE, AL 35146
6. 631 SCOTT DR, MOODY, AL 35004-3208
7. 905 MOONLITE DR, ODENVILLE, AL 35120
8. 2587 EVERGREEN RD, SPRINGVILLE, AL 35146
9. 49 POPLAR DR, ODENVILLE, AL 35120
10. 103 BARNES CT, WETUMPKA, AL 36092
11. 146 BARNES CT, WETUMPKA, AL 36092
12. 221 SUNSET DR, DEATSVILLE, AL 36022
13. 125 SPEARS CROSSING, MILLBROOK, AL 36054
14. 361 MCDONALD DR, WETUMPKA, AL 36092
15. 221 PARKWOOD LN, GADSDEN, AL 35905
16. 357 PETEET ST, RAINBOW CITY, AL 35906
17. 3232 WESTBROOK DR, BIRMINGHAM, AL 35216
18. 1116 EADOM PL, BIRMINGHAM, AL 35235
19. 445 BRIDLE TRACE DR, LEEDS, AL 35094
20. 2301 HILL VIEW DR, BESSEMER, AL 35022
21. 2808 SOUTHWOOD VW, BESSEMER, AL 35022
22. 4413 HALEY WAY, BIRMINGHAM, AL 35235
23. 4450 OAK LANE CIR, PINSON, AL 35126
24. 4529 STERLING GLEN CIR, PINSON, AL 35126
25. 5013 CANDLE BROOK PL, BESSEMER, AL 35022
26. 5149 CANDLE BROOK TER, BESSEMER, AL 35022
27. 5478 FLINT HILL CIR, BESSEMER, AL 35022
28. 813 NONIDEZ CIR, BESSEMER, AL 35022
29. 1943 ALDERPOINT DR, MONTGOMERY, AL 36106
30. 2513 HANLOE CT, MONTGOMERY, AL 36116-2143
31. 3120 WILLOW LANE DR, MONTGOMERY, AL 36109
32. 3139 OLD DOBBIN RD, MONTGOMERY, AL 36116
33. 3412 OPPORTUNE WAY, MONTGOMERY, AL 36108
34. 5840 HAMMERMILL LOOP, MONTGOMERY, AL 36116

35. 5970 CARMEL DR, MONTGOMERY, AL 36117
36. 6000 ALDESBROOK CT, MONTGOMERY, AL 36116
37. 6265 SYCAMORE DR, MONTGOMERY, AL 36117
38. 6730 SARITA CT, MONTGOMERY, AL 36116
39. 7149 BRECKENRIDGE DR, MONTGOMERY, AL 36117-3538
40. 7149 FAIRWAY DR, MONTGOMERY, AL 36116
41. 8728 HALLWOOD DR, MONTGOMERY, AL 36117
42. 6008 BOLINGBROOK DR, MONTGOMERY, AL 36117
43. 6025 KAREN VALLEY CV, MONTGOMERY, AL 36117
44. 6118 BLACKSTONE DR, MONTGOMERY, AL 36116
45. 6330 TAYLOR RIDGE RD, MONTGOMERY, AL 36116
46. 6533 MORNING GLORY CT, MONTGOMERY, AL 36117
47. 7137 STAMFORD CT, MONTGOMERY, AL 36117
48. 2600 FITZGERALD RD, OXFORD, AL 36203
49. ¹⁴⁹³²~~10432~~ ANNAWOOD DR, VANCE, AL 35490
50. 1092 FAIRFAX DR, TUSCALOOSA, AL 35406
51. 12445 CASTLE RIDGE CIR, MCCALLA, AL 35111
52. 2810 UNION CHAPEL RD, NORTHPORT, AL 35473
53. 3312 46TH PL E, AL 35405
54. 5561 HEATHERBRAE LN, TUSCALOOSA, AL 35405
55. 1327 JOHNSTON DR, ANNISTON, AL 36207
56. 84 TWIN OAKS DR, ANNISTON, AL 36207
57. 907 E 22ND ST, ANNISTON, AL 36207
58. 2031 LITTLE JOHN DR, OXFORD, AL 36203
59. 368 GRANDVIEW DR, EASTABOGA, AL 36260
60. 117 LEE CIR, PRATTVILLE, AL 36067-4611
61. 1749 BENSON ST, PRATTVILLE, AL 36066
62. 713 MIMOSA RD, PRATTVILLE, AL 36067
63. 244 CLUBVIEW DR, PRATTVILLE, AL 36067

SCHEDULE A**PROPERTY DESCRIPTIONS****PARCEL 1:**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 74, ACCORDING TO THE SURVEY OF EMERALD RIDGE, SECTOR II, A SINGLE FAMILY RESIDENTIAL SUBDIVISION, AS RECORDED IN MAP BOOK 38, PAGE 112, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED FROM OMEGA REALTY HOLDINGS III, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO OMEGA RESIDENTIAL HOLDINGS VIII, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN INST. # 20181206000426710, RECORDED 12/06/2018 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

COMMONLY KNOWN AS: 1089 EMERALD RIDGE DR, CALERA, AL 35040

TAX ID: 28 4 17 4 003 004.000

PARCEL 2:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 6, BLOCK 1 ACCORDING TO THE SURVEY OF CEDAR BEND, PHASE I, AS RECORDED IN MAP BOOK 17, PAGE 139, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED FROM OMEGA REALTY HOLDINGS III, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO OMEGA RESIDENTIAL HOLDINGS IX, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN INST. # 20190531000187230, RECORDED 05/31/2019 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

COMMONLY KNOWN AS: 118 CEDAR BEND DR, HELENA, AL 35080

TAX ID: 13 8 27 2 001 001.008

PARCEL 3:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 26, ACCORDING TO THE SURVEY OF SOMMERSBY TOWNHOMES AS RECORDED IN MAP BOOK 20, PAGE 112, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED FROM OMEGA REALTY HOLDINGS III, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO OMEGA RESIDENTIAL HOLDINGS VIII, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN INST. # 20181206000426710, RECORDED 12/06/2018 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

COMMONLY KNOWN AS: 151 SOMMERSBY CIR, PELHAM, AL 35124

TAX ID: 13 1 02 4 002 026.000

PARCEL 4:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 29 ACCORDING TO THE SURVEY OF SOMMERSBY TOWNHOMES, AS RECORDED IN MAP BOOK 20, AT PAGE 112, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED FROM OMEGA REALTY HOLDINGS III, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO OMEGA RESIDENTIAL HOLDINGS VIII, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN INST. # 20181206000426710, RECORDED 12/06/2018 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

COMMONLY KNOWN AS: 157 SOMMERSBY CIR, PELHAM, AL 35124

TAX ID: 13-1-02-4-002-029.000

PARCEL 5:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 211, ACCORDING TO THE SURVEY OF CAMDEN COVE WEST SECTOR 3, PHASE 2, AS RECORDED IN MAP BOOK 35, PAGE 15, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED FROM OMEGA REALTY HOLDINGS III, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO OMEGA RESIDENTIAL HOLDINGS VIII, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN INST. # 20181206000426710, RECORDED 12/06/2018 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

COMMONLY KNOWN AS: 189 ADDISON DR, CALERA, AL 35040

TAX ID: 28-4-17-1-003-056.000

PARCEL 6:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 285, ACCORDING TO THE SURVEY OF WATERFORD VILLAGE, SECTOR 5, PHASE 3, AS RECORDED IN MAP BOOK 37, PAGE 65, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED FROM OMEGA REALTY HOLDINGS III, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO OMEGA RESIDENTIAL HOLDINGS IX, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN INST. # 20190531000187230, RECORDED 05/31/2019 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

COMMONLY KNOWN AS: 2146 VILLAGE LN, CALERA, AL 35040-5618

TAX ID: 22 7 35 2 007 051.000

PARCEL 7:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 287 ACCORDING TO THE SURVEY OF WATERFORD VILLAGE SECTOR 5 PHASE 3 AS RECORDED IN MAP BOOK 37 PAGE 65 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED FROM OMEGA REALTY HOLDINGS III, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO OMEGA RESIDENTIAL HOLDINGS IX, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN INST. # 20190531000187230, RECORDED 05/31/2019 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

COMMONLY KNOWN AS: 2154 VILLAGE LN, CALERA, AL 35040

TAX ID: 22 7 35 1 004 022.000

PARCEL 8:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 32, ACCORDING TO THE SURVEY OF HAMPTON SQUARE, AS RECORDED IN MAP BOOK 42, PAGE 114, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED FROM OMEGA REALTY HOLDINGS III, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO OMEGA RESIDENTIAL HOLDINGS VIII, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN INST. # 20181206000426710, RECORDED 12/06/2018 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

COMMONLY KNOWN AS: 324 MAGGIE WAY, CALERA, AL 35040

TAX ID: 28 5 16 2 001 034.000

PARCEL 9:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 24, ACCORDING TO THE MAP OF RIPPLE CREEK ESTATES, PHASE II, AS RECORDED IN MAP BOOK 14, PAGE 39, IN THE PROBATE OFFICE OF SHELBY COUNTY.

BEING THE SAME PROPERTY CONVEYED FROM OMEGA REALTY HOLDINGS III, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO OMEGA RESIDENTIAL HOLDINGS IX, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN INST. # 20190531000187230, RECORDED 05/31/2019 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

COMMONLY KNOWN AS: 41 DANA DR, MONTEVALLO, AL 35115

TAX ID: 27 4 17 0 000 016.016

PARCEL 10:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 16, ACCORDING TO THE FINAL PLAT OF MERIWEATHER SECTOR 4, AS RECORDED IN MAP BOOK 29, PAGE 93, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

BEING THE SAME PROPERTY CONVEYED FROM OMEGA REALTY HOLDINGS III, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO OMEGA RESIDENTIAL HOLDINGS VIII, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN INST. # 20181206000426710, RECORDED 12/06/2018 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

COMMONLY KNOWN AS: 636 MERIWEATHER DR, CALERA, AL 35040

TAX ID: 28 4 20 1 001 016.076

PARCEL 11:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 17, AND THE SOUTH 5.7 FEET OF LOT 16, ACCORDING TO THE SURVEY OF CAHABA MANOR TOWNHOMES, 3RD ADDITION, AS RECORDED IN MAP BOOK 7, PAGE 158, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

BEING THE SAME PROPERTY CONVEYED FROM OMEGA REALTY HOLDINGS III, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO OMEGA RESIDENTIAL HOLDINGS VIII, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN INST. # 20181206000426710, RECORDED 12/06/2018 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

COMMONLY KNOWN AS: 721 CAHABA MANOR CT, PELHAM, SHELBY, AL 35124

TAX ID: 13 1 12 2 004 028.000

CONDOMINIUM RIDER
(SHELBY COUNTY)

Loan No. 10050

THIS CONDOMINIUM RIDER (SHELBY COUNTY) is made as of November 16, 2023, and is incorporated into and shall be deemed to amend and supplement that certain **Commercial Mortgage, Security Agreement and Fixture Filing (Shelby County)** (the "Security Instrument") of the same date given by OMEGA REZ 3A LLC, a Delaware limited liability company ("Borrower"), to secure Borrower's Commercial Promissory Note to ENCORE SFR FINANCE, LLC, a Delaware limited liability company ("Lender"), of the same date and covering that certain real estate more particularly described on Schedule A of the Security Instrument (collectively, the "Property"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Security Instrument.

The Property includes one or more units in, together with an undivided interest in the common elements of, one or more condominium projects, each known as that certain name listed with the applicable Property set forth on the Property Schedule attached hereto as Schedule 1 (collectively, the "Condominium Project"). If the owners' association or other entity which acts for the related Condominium Project (collectively, the "Owners' Association") holds title to property for the benefit or use of its members or shareholders, the Property shall also include Borrower's interest in each Owners' Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. **Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. **Property Insurance.** So long as the Owners' Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project, which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provisions in the Loan Documents related to the collection of premium installments for property insurance on the Property; and (ii) Borrower's obligations under the Loan Documents to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the related Owners' Association policy. What Lender requires as a condition of this waiver can change during the term of the Loan. Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy. In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Condominium Project, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. **Public Liability Insurance.** Borrower shall take such actions as may be reasonable to ensure that the Owners' Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Condominium Project, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned

and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Article 1.5 of the Security Instrument.

E. **Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners' Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners' Association unacceptable to Lender.

F. **Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this Section F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Interest Rate (as defined in the Note) and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
(Signature Page Follows)*

IN WITNESS WHEREOF, this Condominium Rider has been duly executed by Borrower as of the date first above written.

BORROWER:

OMEGA REZ 3A LLC,
a Delaware limited liability company

By: [Signature] (seal)
Name: Lewis W. Cummings, III
Title: President

Signed, Sealed, and Delivered in the
Presence of:

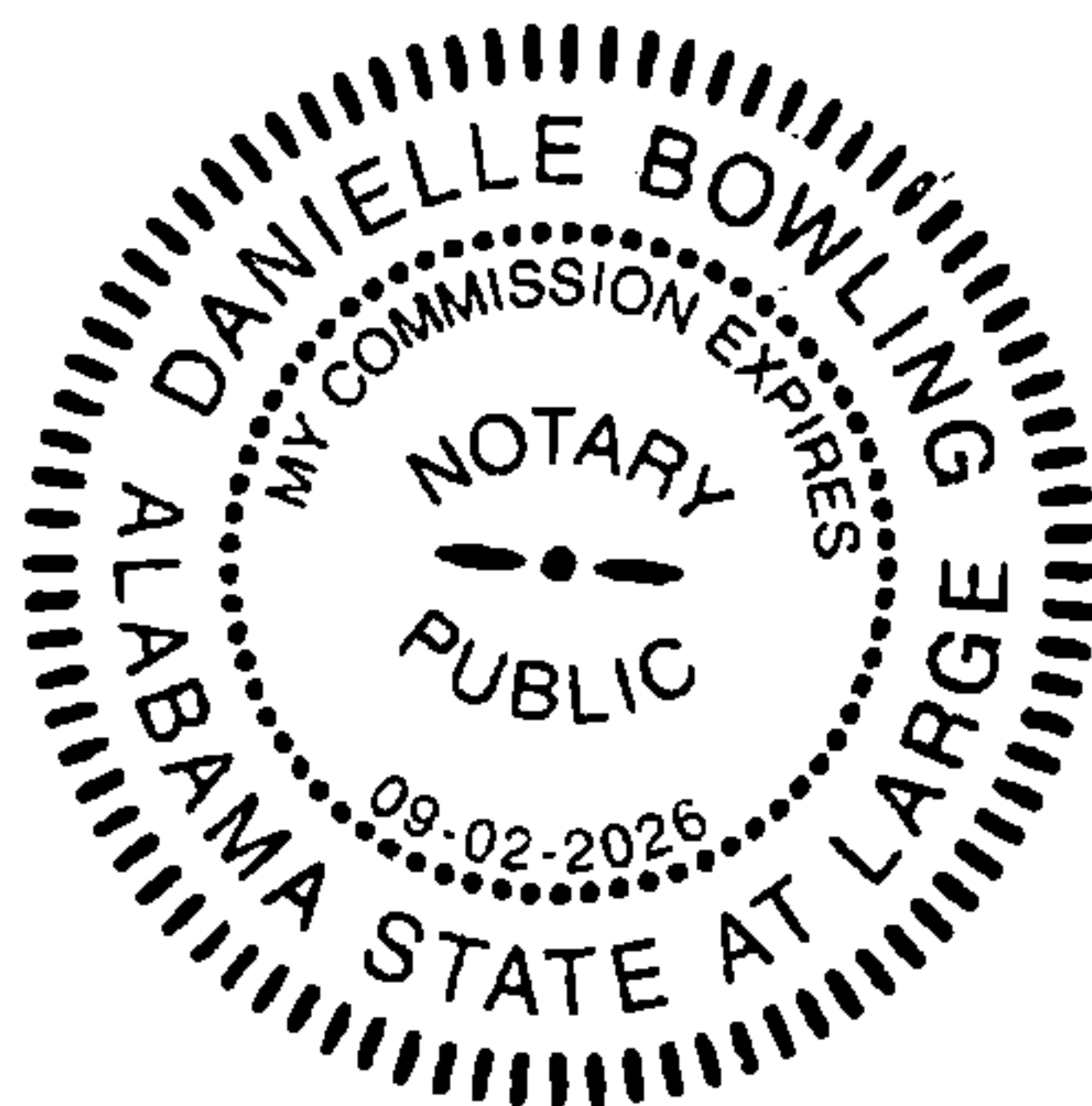
WITNESS:

By: Sarah Wallace
Name: Sarah Wallace

By: Cameron McBride
Name: Cameron McBride

STATE OF Alabama)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lewis W. Cummings, III, whose name as President of Omega Rez 3A LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date. Given under my hand and official seal this 7 day of November, 2023.



Danielle Bowling
Notary Public

My Commission Expires: 9/2/2026

SCHEDULE 1

PROPERTY SCHEDULE

1. 1089 EMERALD RIDGE DR, CALERA, AL 35040
2. 189 ADDISON DR, CALERA, AL 35040
3. 2146 VILLAGE LN, CALERA, AL 35040
4. 2154 VILLAGE LN, CALERA, AL 35040

PLANNED UNIT DEVELOPMENT RIDER
(SHELBY COUNTY)

Loan No. 10050

THIS PLANNED UNIT DEVELOPMENT RIDER (SHELBY COUNTY) ("PUD Rider") is made as of November 16, 2023, and is incorporated into and shall be deemed to amend and supplement that certain **Commercial Mortgage, Security Agreement and Fixture Filing (Shelby County)** (the "Security Instrument") of the same date given by OMEGA REZ 3A LLC, a Delaware limited liability company ("Borrower") to secure Borrower's Commercial Promissory Note to ENCORE SRF FINANCE LLC, a Delaware limited liability company ("Lender") of the same date and that certain real estate more particularly described on Schedule A of the Security Instrument (collectively, the "Property"). Capitalized terms used but not defined in this PUD Rider shall have the meanings assigned to them in the Security Instrument.

The Property includes, but is not limited to, one or more parcels of land improved each with a dwelling, together, if applicable, with other such parcels and certain common areas and facilities, as described in that certain Declaration of Restrictions, Covenants and Conditions, as may be subsequently amended (the "Declaration"). The Property, if applicable, is a part of a planned unit development known as that certain name listed with the applicable Property set forth on the Property Schedule attached hereto as Schedule 1 (collectively, the "PUD"). The Property also includes Borrower's interest in the homeowners' association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners' Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. **PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners' Association; (iii) any by-laws or other rules or regulations of the Owners' Association; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. **Property Insurance.** Borrower's obligation to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners' Association policy. What Lender requires as a condition of this waiver can change during the term of the Loan. Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy. In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. **Public Liability Insurance.** Borrower shall take such actions as may be reasonable to ensure that the Owners' Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument.

E. **Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners' Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners' Association unacceptable to Lender.

F. **Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this Section F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
(Signature Page Follows)*

IN WITNESS WHEREOF, this PUD Rider has been duly executed by Borrower as of the date first above written.

BORROWER:

OMEGA REZ 3A LLC,
a Delaware limited liability company

By: [Signature] (seal)
Name: Lewis W. Cummings, III
Title: President

Signed, Sealed, and Delivered in the
Presence of:

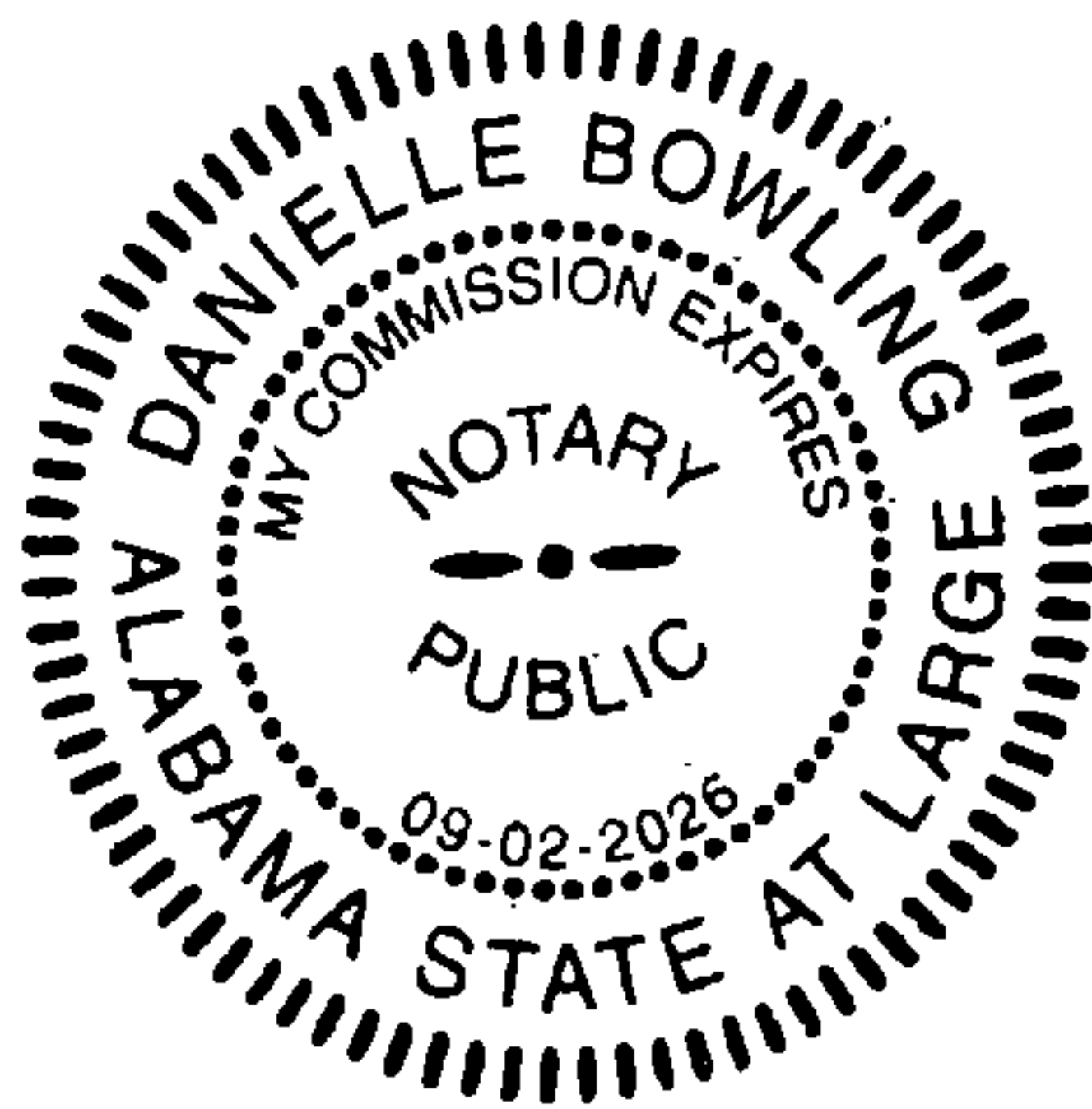
WITNESS:

By: Sarah Wallace
Name: Sarah Wallace

By: Common McBride
Name: Common McBride

STATE OF Alabama)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lewis W. Cummings, III, whose name as President of Omega Rez 3A LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date. Given under my hand and official seal this 7 day of November, 2023.



[Signature]
Notary Public

My Commission Expires: 9/2/26

SCHEDULE 1

PROPERTY SCHEDULE

1. 1089 EMERALD RIDGE DR, CALERA, AL 35040
2. 324 MAGGIE WAY, CALERA, AL 35040

STATE OF Alabama)

COUNTY OF Shelby)

AFFIDAVIT

Before me, the undersigned authority in and for said County in said State, personally appeared Lewis W. Cummings, III, who being by me first duly sworn on oath as required by law, deposes and says:

That he is the President, of OMEGA REZ 3A, LLC, a Delaware limited liability company ("Mortgagor"), mortgagor and owner of the property described in and conveyed by the foregoing Mortgage, and as such he is authorized to make this affidavit, and that he makes this affidavit on personal knowledge based on the books and records of said company;

That following recording of the Mortgage in Jefferson County, Alabama, Mortgages securing the same indebtedness will be filed in: (i) Autauga, (ii) Calhoun, (iii) Elmore (iv) Etowah, (v) Jefferson (vi) Montgomery, (vii) Shelby, (viii) St. Clair, (ix) Talladega, and (x) Tuscaloosa Counties, Alabama;

That attached to this affidavit as Schedule I is a schedule of the values of the Property located within the respective counties in the State of Alabama;

That such values of said Property were arrived at by Mortgagor in good faith and independent of considerations regarding the amount of recording privilege tax to be paid;

That the Affiant makes this affidavit in connection with recording the Mortgage in Jefferson County, Alabama, and enabling the Judge of Probate of Jefferson County to ascertain the proportion of mortgage recording privilege taxes to remit to the county treasurers of: : (i) Autauga, (ii) Calhoun, (iii) Elmore (iv) Etowah, (v) Jefferson (vi) Montgomery, (vii) Shelby, (viii) St. Clair, (ix) Talladega, and (x) Tuscaloosa Counties, Alabama, pursuant to § 40-22-2(7) of the Code of Alabama (1975).

)



Lewis W. Cummings, III, Affiant

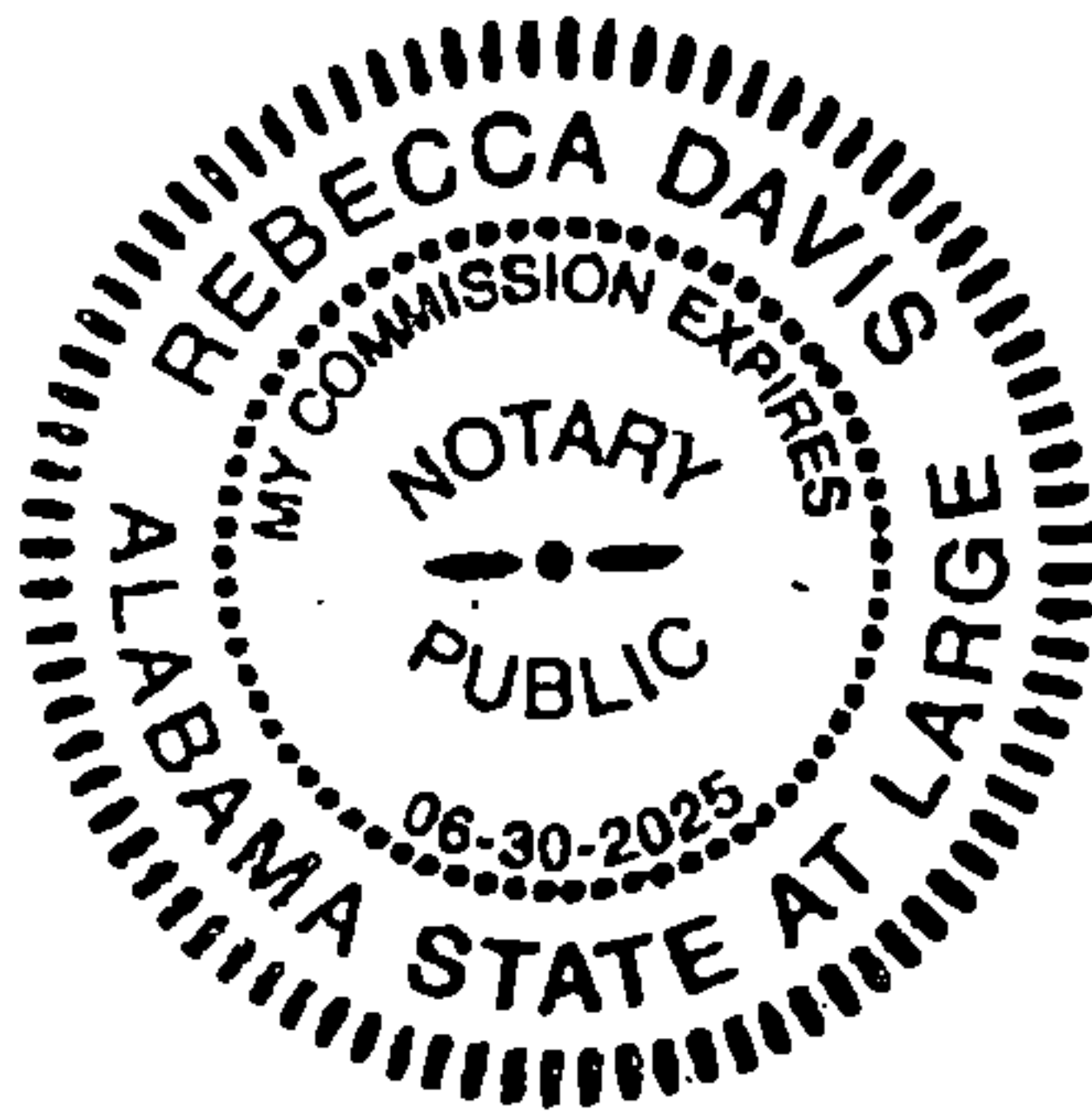
Sworn to and subscribed before me this 14 day of Nov, 2022.



Notary Public

My Commission expires: 6/30/25

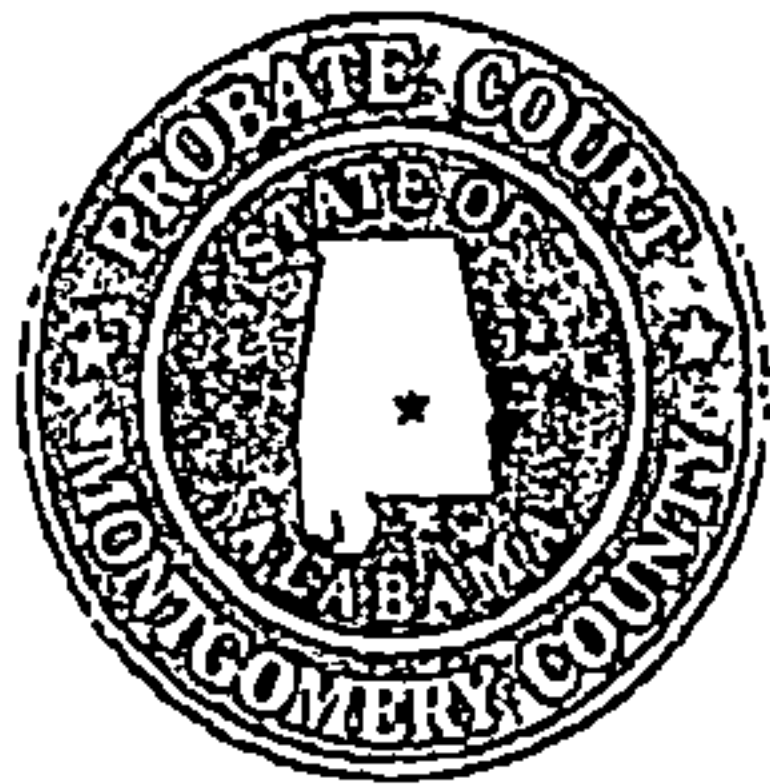
[SEAL]



SCHEDULE I

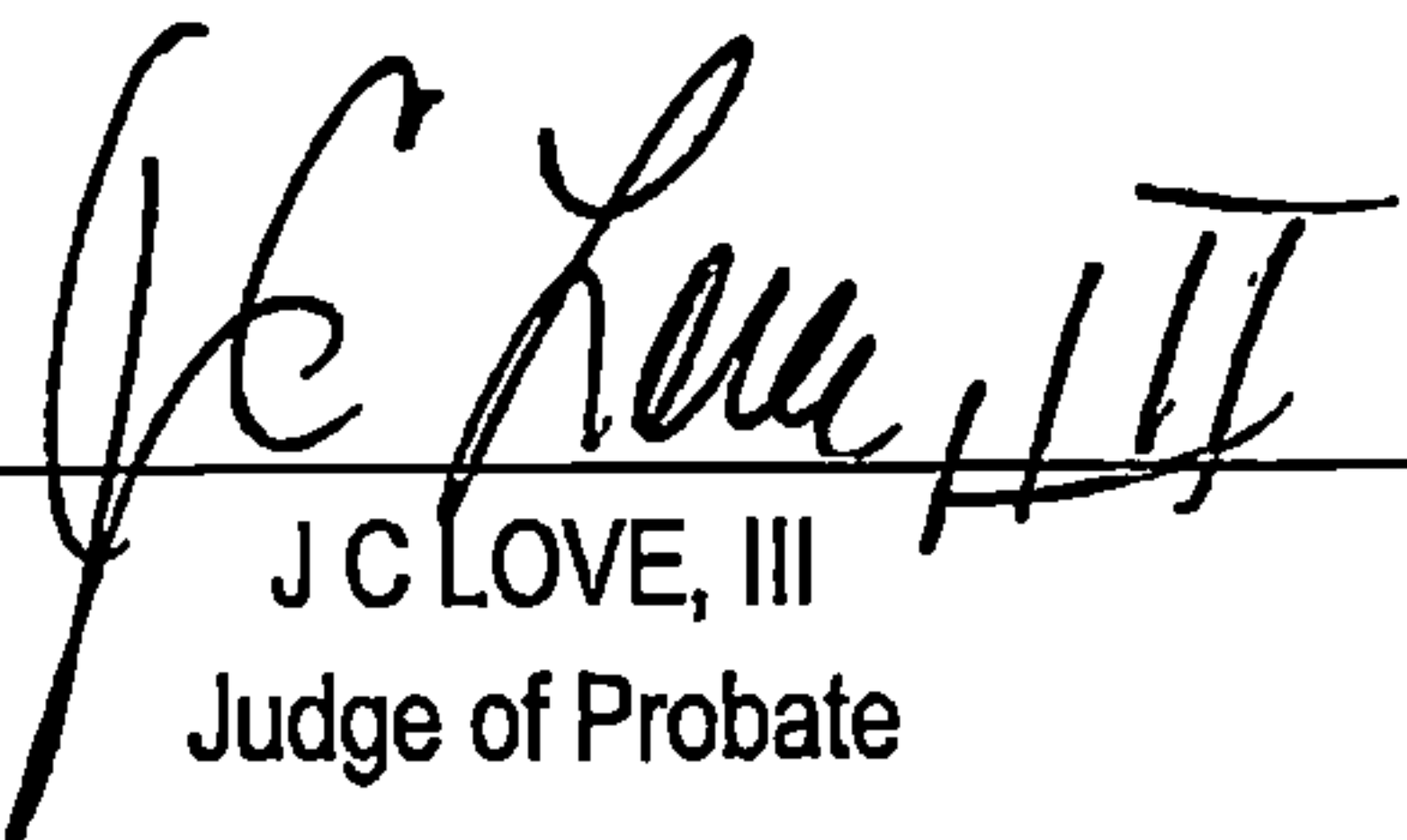
Address	City	State	County	Appraisal Value	ALA	%
117 Lee Cir	Prattville	AL	Autauga	\$133,000	\$79,799.08	4.15%
1749 Benson St	Prattville	AL	Autauga	\$211,000	\$126,598.54	
244 Clubview Dr	Prattville	AL	Autauga	\$130,000	\$77,999.10	
713 Mimosa Rd	Prattville	AL	Autauga	\$125,000	\$74,999.13	
1327 Johnston Dr	Anniston	AL	Calhoun	\$146,000	\$87,598.99	5.54%
2031 Little John Dr	Oxford	AL	Calhoun	\$220,000	\$131,998.48	
368 Grandview Dr	Eastaboga	AL	Calhoun	\$155,000	\$92,998.93	
84 Twin Oaks Dr	Anniston	AL	Calhoun	\$170,000	\$101,998.82	
907 E 22nd St	Anniston	AL	Calhoun	\$108,000	\$64,799.25	
103 Barnes Ct	Wetumpka	AL	Elmore	\$188,000	\$112,798.70	7.09%
125 Spears Xing	Millbrook	AL	Elmore	\$185,000	\$110,998.72	
146 Barnes Ct	Wetumpka	AL	Elmore	\$207,000	\$124,198.57	
221 Sunset Dr	Deatsville	AL	Elmore	\$240,000	\$143,998.34	
361 McDonald Dr	Wetumpka	AL	Elmore	\$203,000	\$121,798.59	
221 Parkwood Ln	Gadsden	AL	Etowah	\$250,000	\$149,998.27	3.29%
357 Peteet St	Rainbow City	AL	Etowah	\$225,000	\$134,998.44	
1116 Eadom Pl	Birmingham	AL	Jefferson	\$187,000	\$112,198.70	18.66%
2301 Hillview Dr	Bessemer	AL	Jefferson	\$162,000	\$97,198.88	
2808 Southwood Vw	Bessemer	AL	Jefferson	\$177,000	\$106,198.77	
4413 Haley Way	Birmingham	AL	Jefferson	\$150,000	\$89,998.96	
445 Bridle Trace Dr	Leeds	AL	Jefferson	\$225,000	\$134,998.44	
4450 Oak Lane Cir	Pinson	AL	Jefferson	\$225,000	\$134,998.44	
4529 Sterling Glen Cir	Pinson	AL	Jefferson	\$227,000	\$136,198.43	
5013 Candle Brook Pl	Bessemer	AL	Jefferson	\$246,000	\$147,598.30	
5149 Candle Brook Ter	Bessemer	AL	Jefferson	\$242,000	\$145,198.32	
5478 Flint Hill Cir	Bessemer	AL	Jefferson	\$250,000	\$149,998.27	
813 Nonidez Cir	Bessemer	AL	Jefferson	\$172,000	\$103,198.81	
Westbrook Apartments	Vestavia Hills	AL	Jefferson	\$430,000	\$257,997.02	
1943 Alderpoint Dr	Montgomery	AL	Montgomery	\$154,000	\$92,398.93	21.55%
2513 Hanloe Court	Montgomery	AL	Montgomery	\$171,000	\$102,598.82	
3120 Willow Lane Dr	Montgomery	AL	Montgomery	\$146,500	\$87,898.99	
3139 Old Dobbin Rd	Montgomery	AL	Montgomery	\$148,000	\$88,798.97	
3412 Opportune Way	Montgomery	AL	Montgomery	\$106,000	\$63,599.27	
5840 Hammermill Loop	Montgomery	AL	Montgomery	\$170,000	\$101,998.82	
5970 Carmel Dr	Montgomery	AL	Montgomery	\$97,000	\$58,199.33	
6000 Aldersbrook Ct	Montgomery	AL	Montgomery	\$150,000	\$89,998.96	
6008 Bolingbrook Dr	Montgomery	AL	Montgomery	\$136,000	\$81,599.06	
6025 Karen Valley Cv	Montgomery	AL	Montgomery	\$177,000	\$106,198.77	
6118 Blackstone Dr	Montgomery	AL	Montgomery	\$165,000	\$98,998.86	
6265 Sycamore Dr	Montgomery	AL	Montgomery	\$191,000	\$114,598.68	
6330 Taylor Ridge Rd	Montgomery	AL	Montgomery	\$130,000	\$77,999.10	
6533 Morning Glory Ct	Montgomery	AL	Montgomery	\$150,000	\$89,998.96	
6730 Sarita Ct	Montgomery	AL	Montgomery	\$193,000	\$115,798.66	
7137 Stamford Ct	Montgomery	AL	Montgomery	\$187,000	\$112,198.70	
7149 Breckenridge Dr	Montgomery	AL	Montgomery	\$188,000	\$112,798.70	
7149 Fairway Dr	Montgomery	AL	Montgomery	\$260,000	\$155,998.20	

8728 Hallwood Dr	Montgomery	AL	Montgomery	\$191,000	\$114,598.68	
1089 Emerald Ridge Dr	Calera	AL	Shelby	\$231,000	\$138,598.40	16.12%
118 Cedar Bend Dr	Helena	AL	Shelby	\$237,000	\$142,198.36	
151 Sommersby Cir	Pelham	AL	Shelby	\$222,000	\$133,198.46	
157 Sommersby Cir	Pelham	AL	Shelby	\$224,000	\$134,398.45	
189 Addison Dr	Calera	AL	Shelby	\$242,000	\$145,198.32	
2146 Village Ln	Calera	AL	Shelby	\$200,000	\$119,998.61	
2154 Village Ln	Calera	AL	Shelby	\$198,000	\$118,798.63	
324 Maggie Way	Calera	AL	Shelby	\$216,000	\$129,598.50	
41 Dana Dr	Montevallo	AL	Shelby	\$155,000	\$92,998.93	
636 Meriweather Dr	Calera	AL	Shelby	\$221,000	\$132,598.47	
721 Cahaba Manor Ct	Pelham	AL	Shelby	\$181,000	\$108,598.75	
1024 Dogwood Dr	Pell City	AL	St. Clair	\$226,000	\$135,598.43	13.82%
1136 Alden Glen Dr	Moody	AL	St. Clair	\$291,000	\$174,597.98	
2131 Kings Ct	Moody	AL	St. Clair	\$200,000	\$119,998.61	
25 Lori Ln	Springville	AL	St. Clair	\$217,000	\$130,198.50	
2587 Evergreen Rd	Springville	AL	St. Clair	\$211,000	\$126,598.54	
49 Poplar Dr	Odenville	AL	St. Clair	\$190,000	\$113,998.68	
523 Village Springs Ln	Springville	AL	St. Clair	\$206,000	\$123,598.57	
631 Scott Dr	Moody	AL	St. Clair	\$223,000	\$133,798.45	
905 Moonlite Dr	Odenville	AL	St. Clair	\$231,000	\$138,598.40	
2600 Fitzgerald Rd	Oxford	AL	Talladega	\$175,000	\$104,998.79	1.21%
1403 Annawood Dr	Vance	AL	Tuscaloosa	\$200,000	\$119,998.61	8.57%
1092 Fairfax Dr	Tuscaloosa	AL	Tuscaloosa	\$192,000	\$115,198.67	
12445 Castle Ridge Cir	McCalla	AL	Tuscaloosa	\$236,000	\$141,598.36	
2810 Union Chapel Rd	Northport	AL	Tuscaloosa	\$231,000	\$138,598.40	
3312 46th Pl E	Tuscaloosa	AL	Tuscaloosa	\$150,000	\$89,998.96	
5561 Heatherbrae Ln	Tuscaloosa	AL	Tuscaloosa	\$228,000	\$136,798.42	
				\$14,433,500	\$8,660,000.00	100%



J C LOVE, III
JUDGE OF PROBATE
101 SOUTH LAWRENCE STREET
MONTGOMERY, ALABAMA 36104
334-832-1249

I, J C Love, III, Judge of Probate of Montgomery County, does hereby certify that this office collected a total tax of \$12,990.00 for a mortgage **OMEGA REZ 3A LLC TO ENCORE SFR FINANCE, LLC** recorded in REAL Book 00601 Page 0779-0814.


J C LOVE, III
Judge of Probate



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/07/2023 03:25:07 PM
\$146.00 PAYGE
20231207000353770

Allen S. Bayl