

**WHEN RECORDED,  
RETURN TO:**

Authority Title & Escrow  
745 S. Church St. Ste 407  
Murfreesboro, TN 37130

*Purchase Money*  
**MORTGAGE**

This mortgage ("Mortgage") is made by and between:

**Borrower(s):** JS Killeen LLC, with a  
mailing address of 1309 Coffeen Avenue STE 1200, Sheridan, WY 82801  
(collectively, the "Borrower" or "Mortgagor") and

**Lender(s):** Molly Felix, with a mailing  
address of 2440 Reserve Trl, Birmingham, AL 35243  
(collectively, the "Lender" or "Mortgagee"), which includes any holder of this  
Mortgage.

WHEREAS, the Borrower has executed a promissory note (the "Note") in the  
amount of TWO HUNDRED NINETY ONE THOUSAND, EIGHT HUNDRED  
EIGHT & 53/100 DOLLARS (\$291,808.53) (the "Principal Amount"); and

WHEREAS, to secure the performance of all the terms, covenants, agreements,  
conditions, and obligations of the Note and this Mortgage, the Borrower wishes to  
grant to the Lender its rights, title, and interest to the land described below  
situated in the County of Shelby, State of Alabama:

**Address** 305 Polo Ct, Chelsea, AL 35043

**APN** 097261002046.000

Lot 143, according to the Survey of Polo Crossings,  
**Legal**Sector I, as recorded in Map Book 39, Page 41 in the  
**Description**Probate Office of Shelby County, Alabama.

together with all improvements and appurtenances now or hereafter erected on, and  
all fixtures of any and every description now or hereafter attached to, said land (all  
being herein referred to as the "Property").

NOW THEREFORE, in consideration of the loan for the Principal Amount plus interest made by the Lender to the Borrower, the Borrower and the Lender hereby agree as follows:

1. **Grant.** The Borrower hereby grants and conveys to the Lender all rights, title and interest to the Property, including all buildings, improvements and fixtures now and hereafter existing thereon, as security for the repayment of the Note and the performance of the covenants and agreements set forth in this Mortgage.
2. **Payment.** The Borrower promises to pay the Principal Amount and interest pursuant to the terms and conditions of the Note and this Mortgage, and any other reasonable charges or additional amounts set out in or secured by the Note and this Mortgage.
3. **Senior Mortgages.** No superior mortgage or the note secured by it will be modified without the consent of that noteholder.
4. **Escrow for Taxes, Insurance, and Other Charges.**  
Borrower will be required to pay, in addition to and included with each periodic payment due under the Note secured by this Mortgage, a payment sufficient to provide a fund from which the taxes, insurance, and other charges which may or may not become a lien can be paid by the Lender when due.
5. **Rights of Lender.** In the event that Borrower fails to carry out the covenants and agreements set forth in this Mortgage, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the Property, and any amounts so paid shall be added to the Principal Amount due to the Lender hereunder.
6. **Assignment of Leases and Rents.**  
As additional security Borrower hereby assigns to Lender all rents accruing on the Property. Borrower shall have the right to collect and retain the rents as long as Borrower is not in default under this Mortgage. In the event of default, Lender in person, by an agent or by a judicially appointed receiver shall be entitled to enter upon, take possession of, and manage the Property and collect the rents. All rents so collected shall be applied first to the costs of managing the Property and collecting the rents, including fees for a receiver and an attorney, commissions to rental agents, repairs and other necessary related expenses, and then to payments on the indebtedness.

7. **Acceleration upon Default.** If any condition of this Mortgage remains in default for more than 40 days, the entire outstanding balance of the Principal Amount and any accrued interest shall immediately become due and payable at the discretion of the Lender. The Lender is entitled to collect all associated costs and expenses, including reasonable attorney fees. It is explicitly understood and agreed that in the event of default, the Lender's sole recourse shall be to initiate foreclosure proceedings against the Borrower or accept a Deed in Lieu of Foreclosure, as specified in the Promissory Note. The acceleration of the outstanding balance, as outlined in this provision, is solely intended to facilitate the Lender's foreclosure or Deed in Lieu of Foreclosure remedy. This provision explicitly prohibits the Lender from accelerating the outstanding balance for the purpose of collection or pursuing legal action to recover said amount beyond the scope of the lender's foreclosure rights delineated herein.
8. **Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires, which may change in the sole and absolute discretion of the Lender. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Mortgage, either: a) a one-time charge for flood zone determination, certification, and tracking services; or b) a one-time charge for flood zone determination and services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification, provided that such requirement is necessitated by regulatory requirements applicable to the Lender, or if such charges are imposed on the Lender by other lien holders on the Property. Borrower shall also be responsible for the payment of any fees imposed by FEMA in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage at Lender's option and Borrower's expense. Such coverage shall cover Lender, but may or may not protect Borrower nor the contents of the Property, and may vary in coverage compared to what was

previously in effect. Any amounts disbursed by Lender under this Section shall become additional debt of the Borrower secured by this Mortgage. Such amounts shall bear interest matching the highest standard rate of the Note from the date of disbursement and shall be payable, with such interest upon notice from Lender to Borrower.

Borrower shall promptly pay when due all premiums charged for such insurance and shall furnish Lender the premium receipts and policy documents for inspection upon request by Lender.

All insurance policies for the Property shall include a standard "mortgage clause" and shall name the Lender as a mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. In the event of a loss covered by any insurance in force, Borrower shall promptly notify Lender who may make proof of loss if timely proof is not made by Borrower. Unless Borrower and Lender agree otherwise in writing, any insurance proceeds shall be applied to the restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless agreed in writing or required by applicable law, Lender shall not owe to Borrower any interest or earnings on such proceeds. Fees for public adjusters or other third parties retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower.

If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with the excess, if any, paid to the Borrower.

All loss payments shall be made directly to Lender as loss payee who may either apply the proceeds to the repair or restoration of the damaged improvements or to the indebtedness of Borrower, or release such proceeds in whole or in part to Borrower.

If Borrower abandons the Property, Lender may file, negotiate, and/or settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, Lender may negotiate and settle the claim. The 30 day

period shall begin when the notice is given. This section effects a limited assignment of insurance proceeds from Borrower to Lender.

9. **Repair and Maintenance.** The Borrower shall not commit waste or permit others to commit actual, permissive, or constructive waste on the Property. The Borrower shall maintain the Property and shall not allow the Property to deteriorate or decrease in value due to its condition. If the Property is damaged, the Borrower shall promptly repair the Property to avoid further deterioration or damage, and shall seek the use of property insurance to assist in repair and restoration wherever possible, unless repair or restoration is not economically feasible.
10. ***Reserved.***
11. **Borrower Covenants.** The Borrower further covenants and warrants to the Lender that the Borrower is the legal owner of and has the right to grant and convey the Property and that the Property is free and clear of all encumbrances except for encumbrances of record.
12. **Assignment.** The Lender may assign all or any portion of this Agreement with written notice to the Borrower.
13. **No Waiver.** No party shall be deemed to have waived any provision of this Mortgage or the exercise of any rights held under this Mortgage unless such waiver is made expressly and in writing. Waiver by any party of a breach or violation of any provision of this Mortgage shall not constitute a waiver of any other subsequent breach or violation.
14. **Discharge.** Upon payment in full by the Borrower of the Note and all other instruments secured by this Mortgage, this Mortgage shall be terminated, and the Lender shall provide the Borrower the appropriate notice of termination.
15. **Notices.** All notices must be in writing and shall be delivered in person, sent by overnight courier service, or sent via certified or registered mail to the parties at their respective addresses stated above.
16. **Severability.** If any provision of this Mortgage is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal, or unenforceable parts had not been in this Mortgage.

17. **Governing Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to the conflict of laws principles thereof.
18. **Eminent Domain.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation proceedings or other taking of the Premises, or a part thereof, or for the conveyances in lieu of condemnation, are hereby assigned to the Lender and any other Lender with prior lien interest for payment to lienholders according to their interest.
19. **Due on Sale.** If Borrower sells or transfers any part of the Premises without Lender's written consent (including via Land Contract, merger, or equity interest sale), or if Borrower, acting as landlord, enters into a Lease with Option to Purchase, and the tenant exercises the Option resulting in the purchase of the Property, Lender may choose to declare all sums secured by this Mortgage immediately due and payable.
20. **Wrap-Around Financing**
- 20.1. This mortgage is subordinate to that certain mortgage in the original principal amount of \$292,929.00, recorded on September 5, 2023 in the Official Records of the County of Shelby, State of Alabama as Document Number 20230905000268790 (whether one or more, together the "Underlying Mortgage").
- 20.2. This Mortgage is given for the purpose of wrap-around financing through which Borrower's payments herein will also pay the Underlying Mortgage in accordance with terms of the Underlying Mortgage.
- 20.3. Borrower has received a copy of the Underlying Mortgage, the terms of which are incorporated herein by reference, and agrees to comply with all the terms and conditions thereof, except with regard to transfer of the property without the permission of the lender on the Underlying Mortgage.
- 20.4. If Borrower herein shall default under the Underlying Mortgage, other than with regard to the transfer of the property without the permission of the lender, that failure shall constitute a default under this security instrument and shall entitle the Lender, at its option, to exercise any and/or all rights and remedies available to the Lender in the event of a default under this security instrument.

20.5. If the Lender hereunder shall default in making any required payment of principal or interest under the above described mortgage, the Borrower shall have the right to advance funds necessary to cure that default and all funds so advanced by Borrower shall be credited against the next installment of principal and interest due under the Note secured by this security instrument.

20.6. Satisfaction of and Release of the Underlying Mortgage(s) is Deemed a Satisfaction and Release of this Mortgage. The Promissory Note constitutes wrap-around financing, which requires Borrower to satisfy all monetary obligations under the Underlying Mortgage(s). Upon Borrower satisfying the monetary obligations under the Underlying Mortgage(s) and the lender(s) or servicer(s) of the Underlying Mortgage(s) recording a release of the Underlying Mortgage(s), the Promissory Note will be deemed satisfied and this Mortgage will be deemed released. The deed of release and reconveyance for the Underlying Mortgage(s) shall be deemed a release and reconveyance of this Mortgage and a separate release of this Mortgage shall not be required.

If the Underlying Mortgage(s) includes more than one lien, then this Mortgage shall not be released until all Underlying Mortgage(s) as defined herein have been released.

20.7.  **Mirror/Exact Wrap.** *(only check this option if this Mortgage is an exact/mirror wrap and does not include additional financing)*

Because the payment applies directly to an equal balance loan due to the underlying encumbrance, **no running balance will be carried by the Lender on this Mortgage**, and any status information must be obtained directly from the underlying lender, including annual interest figures. **THE UNDERLYING LENDER'S FIGURES SHALL ALWAYS PREVAIL.**

20.8. **NON-INTERFERENCE WITH UNDERLYING MORTGAGE: BY ACCEPTING THIS MORTGAGE, THE LENDER COVENANTS AND AGREES THAT AS LONG AS THE BORROWER IS NOT IN DEFAULT HEREUNDER, THE LENDER SHALL MAKE NO EFFORT OR ATTEMPT TO UNDERMINE THE NATURE OF THE PARTIES' INTENT TO: A) NOT NOTIFY THE LENDER OF THE UNDERLYING MORTGAGE OF ANY CONVEYANCE, B) AVOID TRIGGERING ANY ACCELERATION OR DUE ON SALE PROVISIONS. THE LENDER FURTHER COVENANTS NOT TO CONTACT THE LENDER OF THE UNDERLYING MORTGAGE WITHOUT WRITTEN AUTHORIZATION FROM BORROWER.**

21. **Other.** N/A

*Signatures Follow*

**SIGNATURES**

**MORTGAGOR**

Signature: \_\_\_\_\_

Name: JS Killeen LLC

Its: Member

By: Brian Willie

Date: 2/14/24

**WITNESSES**

*1 Required in GA; 2 Required in CT/FL/LA/SC*

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

State of Nevada

County of Clark

On February 14 2024, before me, the undersigned notary public, personally appeared Brian Willie, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Julie Barnes  
Notary Public

Julie Barnes  
Type or Print Name

My commission expires: 10/14/25

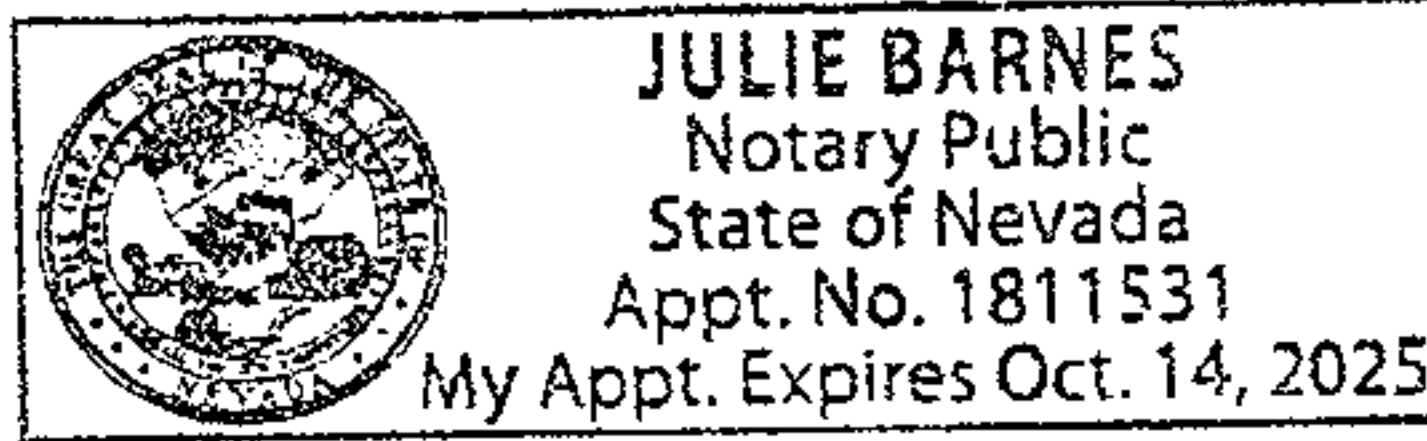


Exhibit A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Shelby, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS:

The following described real estate situated in Shelby County, Alabama, to-wit:

Lot 143, according to the Survey of Polo Crossings, Sector I, as recorded in Map Book 39, Page 41 in the Probate Office of Shelby County, Alabama.

Tennessee Certification of Electronic Document

I, Katelyn Seng, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 2-14-24 (date of document).

[Signature]  
Affiant Signature

2-21-24  
Date

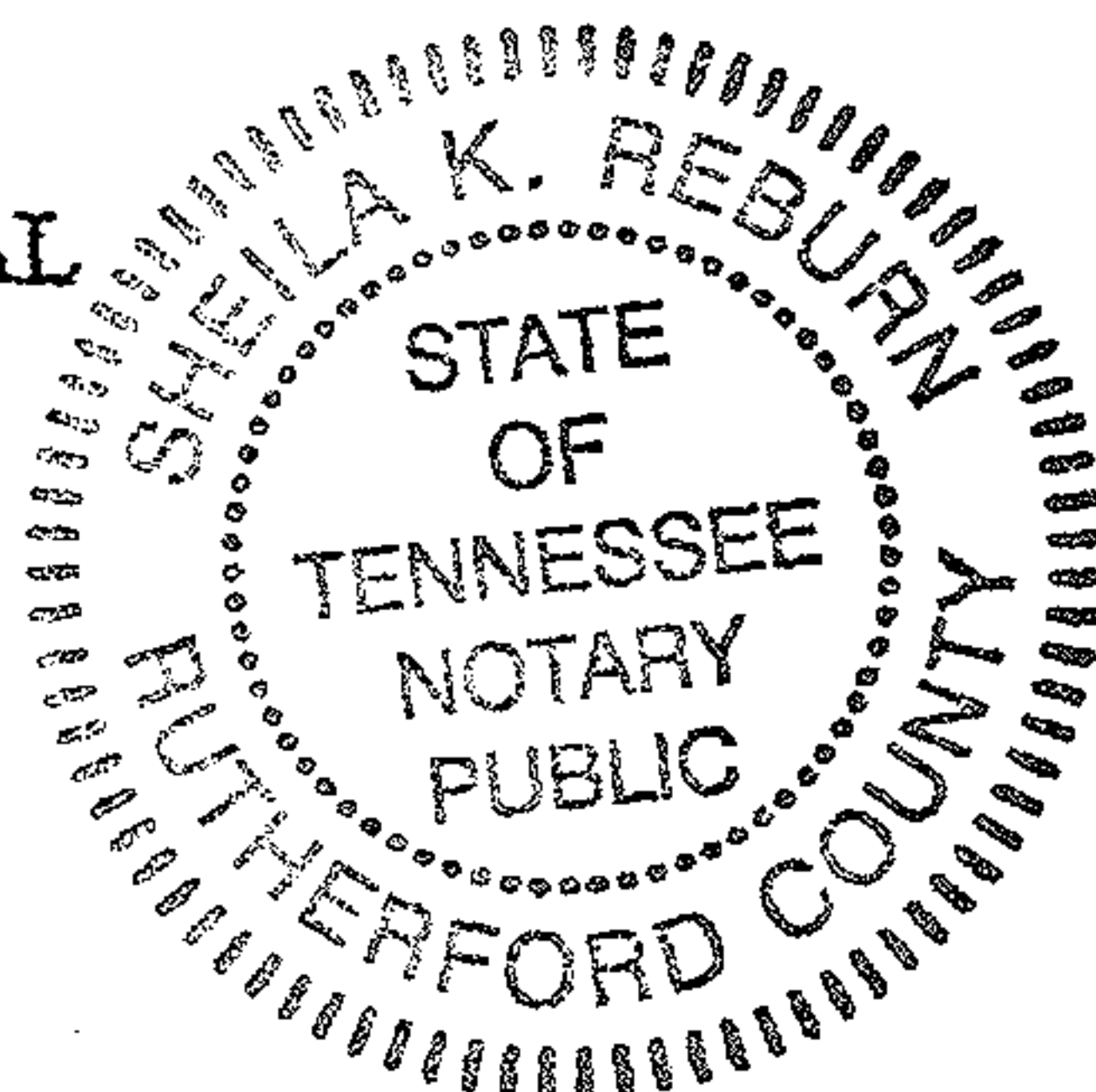
State of Tennessee  
County of Rutherford

Sworn to and subscribed before me this 21<sup>st</sup> day of February 2024

[Signature]  
Notary's Signature

MY COMMISSION EXPIRES: 1-19-25

NOTARY'S SEAL



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
02/21/2024 11:04:48 AM  
\$489.85 PAYGE  
20240221000044940

Alvin S. Bayl