

**After recording return to:**  
Virgo Funding, LLC  
429 Green Springs Highway, 161-371  
Birmingham, AL 35209

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Space above this line is for recording data

## MORTGAGE

***This Mortgage*** is made effective the July 30, 2024, by Cornerstone Property Group LLC ("**Borrower**"), as mortgagor, in favor of **Series 2430**, an individually protected series of **Virgo Funding, LLC**, an Alabama series limited liability company ("**Lender**"). Lender is a company whose address is 429 Green Springs Highway, 161-371, Birmingham, AL 35209. Lender is the mortgagee under this Mortgage

***Whereas***, Mortgagor is justly indebted to Lender on a loan (the "**Loan**") in the maximum principal amount of \$267,000.00, or so much as may from time to time be disbursed thereunder, as evidenced by that certain promissory note made by Borrower in favor of Lender dated of even date herewith (the "**Note**"), payable to Lender with interest thereon as provided therein; and

***Whereas***, the parties desire to secure the principal amount of the Note with interest, and all renewals, extensions and modifications thereof, and all refinancings of any part of the Note and any and all other additional indebtedness of Borrower to Lender, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions, modifications and refinancings thereof, and whether incurred or given as maker, endorser, guarantor or otherwise, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise.

### Granting of Rights in the Property

***This Mortgage*** secures to Lender: (a) the repayment of the Loan<sup>1</sup>, and all renewals, extensions and modifications of the Note; and (b) the performance of Borrower's covenants and agreements under this Mortgage and the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to Lender, with power of sale, the described real property described in EXHIBIT A, which currently has the address of:

5259 Birdsong Rd, Birmingham AL 35242 (the "**Property Address**")

***Together with*** all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of property. All replacements and additions shall also be covered by this Mortgage. The foregoing is referred to in this Mortgage as the "**Property**."

***Borrower covenants*** that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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<sup>1</sup> **Loan** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Mortgage, plus interest.

### Covenants of this Mortgage

Borrower and Lender covenant and agree:

1. **Payment of Principal and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Payments due under the Note and this Mortgage shall be made in one or more of these forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.<sup>2</sup>

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note.

3. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Mortgage, leasehold payments or ground rents on the Property, if any, and community association dues, fees, and assessments, if any. Borrower shall promptly discharge any lien that has priority over this Mortgage unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only if Borrower is performing the agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until those proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage. If Lender determines that any part of the Property is subject to a lien that can attain priority over this Mortgage, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which notice is given, Borrower shall satisfy the lien or take one or more actions set forth in this Section.

4. **Property 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. What Lender requires under the preceding sentences can change during the term of the Loan. 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 Loan, 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 certification and certification services and subsequent charges each time remapping or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment

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<sup>2</sup> **Electronic Funds Transfer** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfer, and automated clearinghouse transfers



of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone defemination resulting from an objection by Borrower.

All insurance policies required by Lender and renewals of those policies shall be subject to Lender's right to disapprove the policies, shall include a standard mortgage clause, and shall name Lender as mortgage and /or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, the policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During the repair and restoration period, Lender shall have the right to hold the insurance proceeds until Lender has an opportunity to inspect the 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 an agreement is made in writing or applicable law<sup>3</sup> requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on the 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 the due, with the excess, if any paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and 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, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 16 or otherwise, Borrower assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Mortgage, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as those rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Mortgage, whether or not then due.

If Borrower fails to maintain any of the foregoing coverages, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to

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<sup>3</sup> **Applicable law** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (with the effect of law) and all applicable final, non-appealable judicial opinions.

purchase any particular type or amount of coverage. Therefore, any such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage obtained by Lender might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section shall become additional debt of Borrower secured by this Mortgage. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

**5. Preservation, Maintenance and Protection of the Property; Inspection.**

Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in the manner that will prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined under Section 4 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged or avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for that purpose. 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. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for completing the repair or restoration. Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or before such an interior inspection specifying such reasonable cause.

**6. Borrower's Loan Application.** Borrower shall be in default if, during the loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan.

**7. Protection of Lender's Interest in the Property and Right Under this Mortgage.** If (a) Borrower fails to perform the covenants and agreements in this Mortgage; (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Mortgage (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of lien which may attain priority over this Mortgage or to enforce laws or regulations); or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Mortgage, including protecting and/or assessing the value of Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (x) paying any sums secured by a lien which has priority over this Mortgage; (y) appearing in court; and (z) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Mortgage, including its secured position in a bankruptcy proceeding.



Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may act under this Section, Lender need not do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all action authorized under this Section.

Any amounts disbursed by Lender under this Section shall become additional debt of Borrower secured by this Mortgage. These amounts shall bear interest at the Note rate from the date disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

**8. Assignment of Miscellaneous Proceeds; Forfeiture.** All miscellaneous proceeds<sup>4</sup> are assigned to and shall be paid to Lender. If the Property is damaged, the miscellaneous proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During the repair and restoration period, Lender shall have the right to hold the miscellaneous proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or applicable law requires interest to be paid on the miscellaneous proceeds, Lender shall not be required to pay Borrower any interest or earnings on the miscellaneous proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the miscellaneous proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with the excess, if any, paid to Borrower. The miscellaneous proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the miscellaneous proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Mortgage immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the miscellaneous proceeds multiplied by the following fraction: (a) the total sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking,

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<sup>4</sup> **Miscellaneous proceeds** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 4) for: (a) damage to, or destruction of, the Property; (b) condemnation or other taking of all or any part of the Property; (c) conveyance in lieu of condemnation; or (d) misrepresentations of, or omissions as to, the value and/or conditions of the Property.

destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the miscellaneous proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the opposing party<sup>5</sup> offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the miscellaneous proceeds either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Mortgage. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 17, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Mortgage. The proceeds of any award or claim for damages attributable to the impairment of Lender's interest in the Property are assigned and shall be paid to Lender.

All miscellaneous proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**9. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to Borrower shall not operate to release the liability of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons or entities in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**10. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Mortgage but does not execute the Note (a "co-signer"): (a) is co-signing this Mortgage only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower can extend, modify, forbear or make any accommodations regarding the terms of this Mortgage or the Note without the co-signer's consent.

**11. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default to protect Lender's interest in the Property and rights under this Mortgage, including, but not limited to, attorneys' fees, property inspection and valuation fees. Regarding any other fees, the absence of express authority in this Mortgage to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of that fee. Lender may not charge fees that are expressly prohibited by this Mortgage or by applicable law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in

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<sup>5</sup> **Opposing party** means the third party that owes Borrower miscellaneous proceeds or the party against whom Borrower has a right of action regarding miscellaneous proceeds.



connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower that exceeded permitted limits will be refunded to Borrower. Lender may make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**12. Notices.** All notices given by Borrower or Lender in connection with this Mortgage must be in writing. Any notice to Borrower in connection with this Mortgage shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless applicable law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Mortgage at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Mortgage shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Mortgage is also required under applicable law, the applicable law requirement will satisfy the corresponding requirement under this Mortgage.

**13. Borrower's Copy.** Borrower shall be given one copy of the Note and of the Mortgage.

**14. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if the exercise is prohibited by applicable law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given under Section 12 within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums before the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

**15. Hazardous Substances.** As used in this Section: (a) "hazardous substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by environmental law and these substances: gasoline, kerosene, other flammable or toxic

petroleum products, toxic pesticides and herbicides, volatile solvents, material containing asbestos or formaldehyde, and radioactive materials; (b) "environmental law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "environmental cleanup" includes any response action, remedial action, or removal action, as defined in environmental law; and (d) an "environmental condition" means a condition that can cause, contribute to, or otherwise trigger an environmental cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substance, or threaten to release any hazardous substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that violates any environmental law, (b) which creates an environmental condition, or (c) which, due to the presence, use, or release of a hazardous substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law of which Borrower has actual knowledge, (b) any environmental condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any hazardous substance, and (c) any condition caused by the presence, use or release of a hazardous substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions under environmental law. Nothing herein shall create any obligation on Lender for an environmental cleanup.

**16. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Mortgage (but not before acceleration under Section 14 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default by the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured by the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner set forth in Section 12. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in Jefferson County, Alabama, and shall sell the Property to the highest bidder at public auction at the front door of the county



courthouse of that county. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Mortgage; and (c) any excess to the person or persons legally entitled to it.

**17. Borrower's Right to Reinstate after Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Mortgage discontinued prior to the earliest of five days before sale of the Property under any power of sale in this Mortgage; **or** such other period as applicable law might specify for the termination of Borrower's right to reinstate; **or** entry of a judgment enforcing this Mortgage.

Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Mortgage and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Mortgage; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Mortgage, and Borrower's obligation to pay the sums secured by this Mortgage, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of these forms, as selected by Lender: (w) cash; (x) money order; (y) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (z) Electronic Funds Transfer. Upon reinstatement by Borrower, this Mortgage and obligations secured hereby shall remain fully effective as if no acceleration had occurred.

This right to reinstate shall not apply in the case of acceleration under Section 14.

**18. Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Mortgage, but not only if the fee is paid to a third party for service rendered and the charging of the fee is permitted under applicable law.

**19. Waiver.** Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

**20. Severability.** If any provision or clause of this Mortgage or the Note conflicts with applicable law, the conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision.

**21. Rules of Construction.** As used in this Mortgage: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion with no obligation to take any action.

**22. Governing Law.** This Mortgage shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations in this Mortgage are subject to any requirements and limitations of applicable law. Applicable law might

explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract.

***By signing below***, Borrower accepts and agrees to the terms and covenants in this Mortgage.


***Signature and notary acknowledgement appear on the following page.***



***In witness whereof***, Borrower has caused this Mortgage to be executed and effective as of the day and year first above written, although actually executed on the date or dates reflected below.

**MORTGAGOR:**

**Cornerstone Property Group LLC**

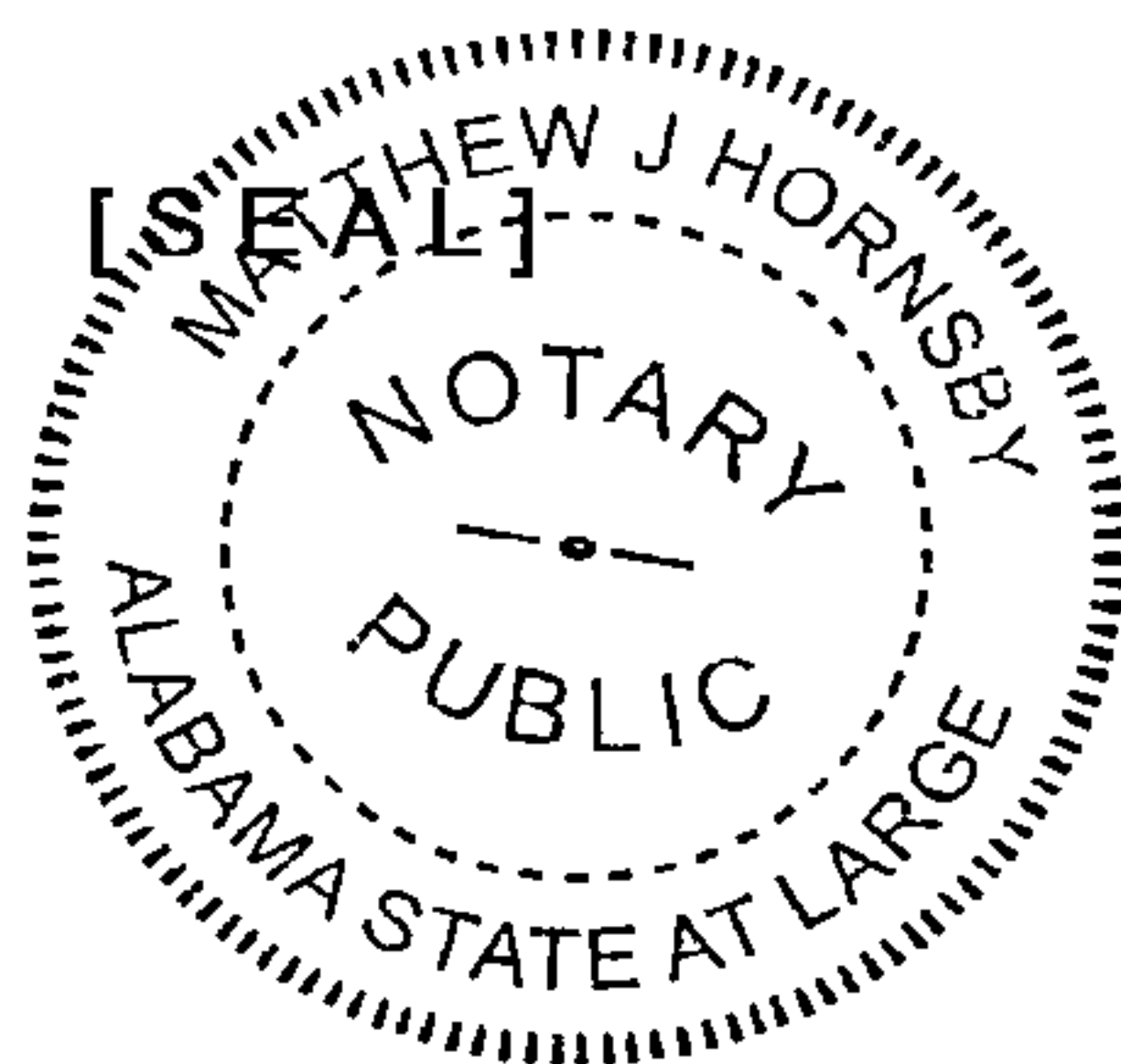
  
Print Name: Adam Ladner  
Print Title: Manager

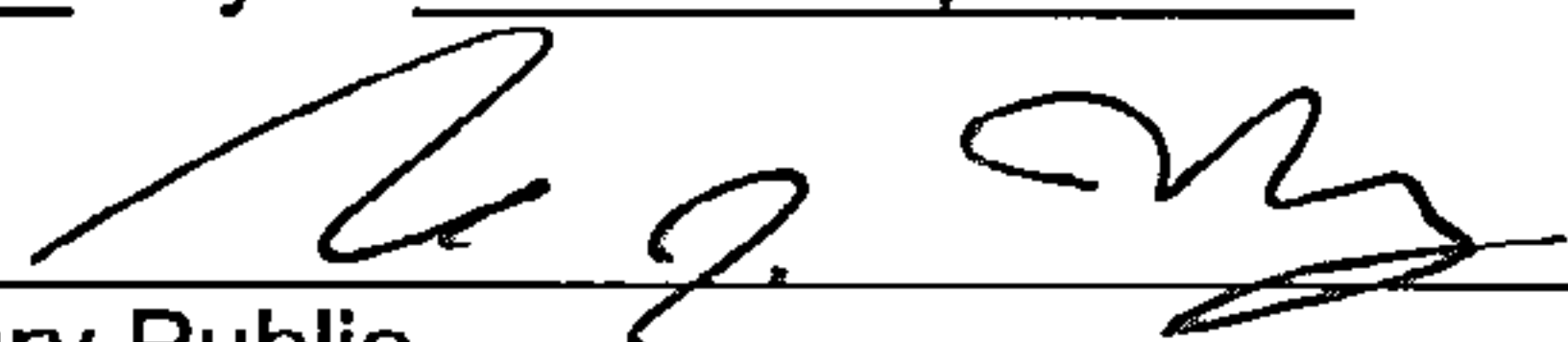
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**STATE OF ALABAMA – JEFFERSON COUNTY  
ACKNOWLEDGMENT**

I, the undersigned notary public in and for said county and state, hereby certify that **Adam Ladner**, whose name as manager of **Cornerstone Property Group LLC**, an Alabama 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 the same, he/she/they, as such manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal on this the 30<sup>th</sup> day of July 2024.



  
Notary Public  
My commission expires: 9/17/24

**EXHIBIT A**  
**Legal Description of Property**

Lot 67, according to the Survey of Sunny Meadows, 2nd Sector, as recorded in Map Book 9, Page 1 A&B. in the Probate Office of Shelby County, Alabama

Property Address: 5259 Birdsong Road, Birmingham, AL 35242

Subject to easements and restrictions of record, and to current taxes a lien but not yet payable.

Mineral and mining rights excepted not owned by grantor.



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**07/30/2024 01:59:02 PM**  
**\$455.50 JOANN**  
**20240730000235450**

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*Allen S. Bayl*