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RETURN TO:*

Sourcepoint
Attn: Encore Trailing Docs Team
2330 Commerce Park Drive NE, Suite 2
Palm Bay, FL 32905

Parcel Nos. 23 5 21 0 001 020.001, 13 7 26 4 001 002.004, 35 1 02 2 002 007.000, 13 1 02 1 000 018.025,
13 7 35 3 003 009.000, 13 6 13 2 005 043.000, 28 5 16 2 004 011.000, 28 5 16 2 004 023.000, 35 1 11 0
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Space Above for Recorder's Use

**COMMERCIAL MORTGAGE,
SECURITY AGREEMENT AND FIXTURE FILING**

Loan No. 10829

This COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (“Mortgage”) is entered into and to be effective as of January 8, 2025, and KNOW ALL MEN BY THESE PRESENTS **OMEGA RESIDENTIAL HOLDINGS I, LLC**, a Delaware limited liability company, having an address of 3545 Lorna Ridge Drive, Hoover, Alabama 35216 (“Mortgagor”), in consideration of the loan made by **ENCORE SFR FINANCE, LLC**, a Delaware limited liability company, having its principal place of business at 1350 Avenue of the Americas, 20th Floor, New York, New York 10019, Attention: Asset Management (“Mortgagee”) to Mortgagor in the amount of Eight Million Nine Hundred Sixty-Three Thousand and 00/100 Dollars (\$8,963,000.00) 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 MORTGAGE 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 Nine Hundred Sixty-Three Thousand and 00/100 Dollars (\$8,963,000.00)** as evidenced by that certain Commercial Promissory Note in the principal amount of up to **Eight Million Nine Hundred Sixty-Three Thousand and 00/100 Dollars (\$8,963,000.00)** (the "Note") dated as of the date of this Mortgage executed by Mortgagor and delivered to Mortgagee, with all amounts remaining unpaid thereon being finally due and payable on the Maturity Date (as defined in the Note), 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 Mortgage 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 Mortgage, and all other documents, agreements and instruments required of it by Mortgagee in connection with the making of the Loan (the Note, this Mortgage, 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 Mortgage 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 Mortgage 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 Mortgage.

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 Mortgage, 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 Mortgage 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 Mortgage 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 Mortgage, of lien of this Mortgage 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 Mortgage. 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 New York, New York 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 Mortgage 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 Mortgage 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 Mortgage, including the covenants to pay when due all sums secured by this Mortgage, 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 Residential Holdings I, LLC
3545 Loma Ridge Drive
Hoover, Alabama 35216
Attn: Lewis W. Cummings III

SECURED PARTY IS:

Encore SFR Finance, LLC
1350 Avenue of the Americas, 20th Floor
New York, New York 10019
Attn: 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 Mortgage. 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 Mortgage.

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 Mortgage 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 Mortgage, preparation for enforcement of this Mortgage or any other Loan Documents, whether or not suit or other action is actually commenced or undertaken; (d) enforcement of this Mortgage 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 Mortgage, 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 Mortgage 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 Mortgage 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 Mortgage, 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 Mortgage 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 Mortgage, 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 Mortgage 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 Mortgage 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 Mortgage 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 Mortgage, 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 Mortgage. All covenants and agreements contained in this Mortgage 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 Mortgage, 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 Mortgage, 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 Mortgage, 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 Mortgage 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 other agreement, term, covenant, or condition of this Mortgage that is not specified in Sections 2.1-2.7 hereof, 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, 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 Mortgage without further demand, may foreclose this Mortgage 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 Appraisalment, 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 appraisalment, 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 Mortgage or any other of the Loan Documents; (d) releases any part of the Property from the lien of this Mortgage 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 Mortgage 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 Mortgage 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 Mortgage be altered thereby.

3.10 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage 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 Mortgage, 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 Mortgage, 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 Mortgage 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 Residential Holdings I, LLC
3545 Lorna Ridge Drive
Hoover, Alabama 35216
Attn: Lewis W. Cummings III

MORTGAGEE: Encore SFR Finance, LLC
1350 Avenue of the Americas, 20th Floor
New York, New York 10019
Attn: Asset Management

and

Mavrides, Moyal, Packman & Sadkin, LLP
1981 Marcus Avenue, Suite E117
Lake Success, New York 11042
Attention: Eric Sadkin, 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 Mortgage 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 Mortgage invalid or unenforceable. In the event that any of the covenants, agreements, terms or provisions contained in the Note, or in this Mortgage 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 Mortgage, the Note, and all other Indebtedness are subject to modification; provided, however, neither this Mortgage, 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 MORTGAGE 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 MORTGAGE 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 MORTGAGE 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 MORTGAGE AND/OR THE OTHER LOAN DOCUMENTS, AND THIS MORTGAGE 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 MORTGAGE 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:

The Corporation Trust Company
1209 Orange Street
Wilmington, Delaware 19801

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 MORTGAGE, 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 Mortgage 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 Mortgage, or change in the law relating to the taxation of Mortgage s, debts secured by Mortgage s 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 Mortgage 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 Mortgage 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 Mortgage, 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 Mortgage, 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 Mortgage and the Note shall be construed without regard to any presumption or other rule requiring construction against the party causing this Mortgage 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 Mortgage 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 Mortgage 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 Mortgage, 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 Mortgage, 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 Mortgage, Mortgagor acknowledges 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 Mortgage 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 Mortgage 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 Mortgage, the terms and conditions of this Section 4.17 shall control and be binding.

4.17.2 Section 3.1 is hereby supplemented as follows:

If the default is not cured on or before the date specified in the notice, Mortgagee at its option may invoke the STATUTORY POWER OF SALE and any other remedies set forth herein and permitted by applicable law. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 4.17, including, but not limited to, reasonable attorney's fees and costs of title evidence.

If Mortgagee invokes the STATUTORY POWER OF SALE, Mortgagee shall mail a copy of a notice of sale to Mortgagor, and to other persons prescribed by applicable law, in the manner provided by applicable law. Mortgagee shall publish the notice of sale, and the Mortgaged Property shall be sold in the manner prescribed by applicable law. Mortgagee or its designee may purchase the Mortgaged Property at any sale. 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(s) or entity(ies) legally entitled to it.

ARTICLE 5. ADDITIONAL SECURITY AND RELEASES**5.1 Additional Security – Obligations Secured by Additional Security Instruments.**

In addition to the obligations secured by this Mortgage and described as obligations herein, this Mortgage 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 Mortgage.

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 Mortgage. An Event of Default under this Mortgage 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 Mortgage and/or each Additional Security Instrument marshalled upon any foreclosure of this Mortgage 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 Deeds of Trust 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 Deeds of Trust, 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 Mortgage 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 Mortgage, 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 Mortgage 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 Mortgage 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 Mortgage 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 Mortgage deed shall be void, but shall otherwise remain in full force and effect.

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

IN WITNESS WHEREOF, this Mortgage has been duly executed by Mortgagor as of the date first above written.

Signed, Sealed, and Delivered in the Presence of:

MORTGAGOR:

OMEGA RESIDENTIAL HOLDINGS I, LLC,
a Delaware limited liability company

By: [Signature] (seal)
Name: Lewis W. Cummings III
Title: Authorized Signatory

WITNESS:

By: [Signature]
Name: Cameron McBride

By: [Signature]
Name: Rina Papp

STATE OF Alabama)
COUNTY OF Shelby)

On January 6, 2025, before me, by means of ☒ physical presence or ☐ online notarization, the undersigned, personally appeared **Lewis W. Cummings III**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his/her capacity as **Authorized Signatory of OMEGA RESIDENTIAL HOLDINGS I, LLC, a Delaware limited liability company**, and that his/her signature on the instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

(NOTARY SEAL)

[Signature]
Notary Public Signature
Printed Name: Rebecca Davis

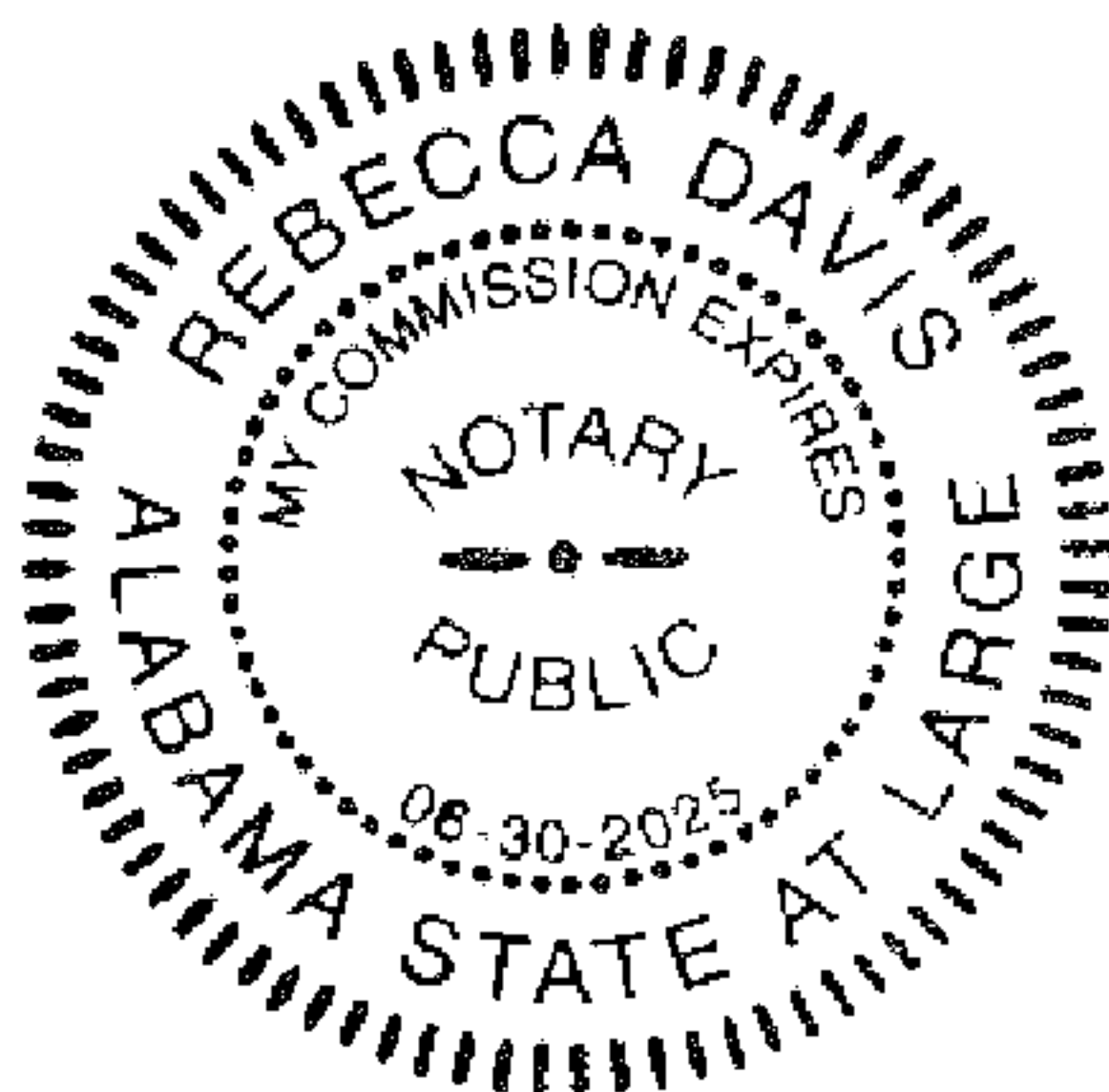


EXHIBIT 1**PROPERTY SCHEDULE****Mortgaged Properties**

Property	City	State	Zip Code
10480 Highway 17	Maylene	AL	35114
1115 King Arthur Ct	Alabaster	AL	35007
124 Enclave Ave	Calera	AL	35040
125 Shine Dr	Pelham	AL	35124
127 11th St NW	Alabaster	AL	35007
163 Canyon Trl	Pelham	AL	35124
183 Flagstone Ln	Calera	AL	35040
186 Flagstone Ln	Calera	AL	35040
200 Saratoga Ln	Calera	AL	35040
204 Connie St	Alabaster	AL	35007
2143 Village Ln	Calera	AL	35040
320 Dunwar Dr	Calera	AL	35040
720 3rd St NE	Alabaster	AL	35007
109 Hollow Ct	Calera	AL	35040
145 Ewing St	Montevallo	AL	35115
1904 Highway 58 Unit 2	Helena	AL	35080
212 Meriweather Ln	Calera	AL	35040
608 Crosscreek Cv	Pelham	AL	35124
722 Cahaba Manor Ct	Pelham	AL	35124

Additional Secured Properties

Property	City	State	Zip Code
1030 Lexington Dr	Moody	AL	35004
1221 Highland Ave	Anniston	AL	36207
1508 29th Ave N	Hueytown	AL	35023
207 Forest Hills Cir	Talladega	AL	35160
2173 Cheshire Dr	Birmingham	AL	35235
22689 Fisher Dr	Lake View	AL	35111
2269 Cheshire Dr	Birmingham	AL	35235
2319 Cheshire Dr	Birmingham	AL	35235
2364 Grayson Valley Cir	Birmingham	AL	35235
2407 Hampstead Dr	Birmingham	AL	35235

2532 Fitzgerald Rd	Oxford	AL	36203
409 Ashley Dr	Pell City	AL	35125
412 20th St S	Irondale	AL	35210
4924 Deer Foot Cv	Pinson	AL	35126
5057 Falling Creek Ln	Birmingham	AL	35235
5218 Sterling Glen Dr	Pinson	AL	35126
525 Annie Laura Dr	Birmingham	AL	35215
5653 Cheryl Dr	Pinson	AL	35126
6235 Gallatin Dr	Anniston	AL	36206
6524 Kathy Cir	Pinson	AL	35126
6749 Lakes Edge Ln	Pinson	AL	35126
710 Coleman Dr	Talladega	AL	35160
7153 Elliott Ln	Leeds	AL	35094
807 Vestavia Villa Ct	Vestavia	AL	35226
809 9th St	Midfield	AL	35228
821 Zellmark Dr	Birmingham	AL	35235
1808 -1810 Center Pl S	Birmingham	AL	35205
1332 Easterwood Blvd	Gardendale	AL	35071
1824 Copperfield Ln	Center Point	AL	35215
2022 Edgewood Dr	Moody	AL	35004
2172 Cheshire Dr	Birmingham	AL	35235
2188 Cheshire Dr	Birmingham	AL	35235
2345 Grayson Valley Cir	Birmingham	AL	35235
2504 Beechwood Trl	Pinson	AL	35126
2774 Southwood Ln	Bessemer	AL	35022
2787 Southwood Vw	Bessemer	AL	35022
2826 Southwood Trl	Bessemer	AL	35022
3185 Pinecreek Loop	Bessemer	AL	35022
3726 Stone Ridge Ter	Birmingham	AL	35216
398 Fernbrook Ave	Birmingham	AL	35215
4689 Rosser Loop Dr	Bessemer	AL	35022
4785 Longmeadow Drive	Bessemer	AL	35022
503 Enclave Cir	Fultondale	AL	35068
503 Sadler Ave	Bessemer	AL	35020
5210 Yorkshire Dr	Pinson	AL	35126
6021 Dewey Heights Rd	Pinson	AL	35126
1530 Warrior Rd	Anniston	AL	36207
815-821 Willow Pointe	Anniston	AL	36206

SCHEDULE A

PROPERTY DESCRIPTIONS

Address: 10480 Highway 17, Maylene, AL 35114-5907

County: Shelby

Parcel Identification Number: 23 5 21 0 001 020.001

Client Code: OMEGA-RH1-45

A PARCEL OF LAND LOCATED IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AS DESCRIBED IN DEED BOOK 316, PAGE 744 IN THE SHELBY COUNTY JUDGE OF PROBATE OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE RUN SOUTH 78 DEGREES 25 MINUTES 17 SECONDS WEST A DISTANCE OF 170.3 FEET TO AN IRON PIN ON THE WESTERLY RIGHT OF WAY OF SHELBY COUNTY HWY. NUMBER 17; THENCE RUN SOUTH 61 DEGREES 41 MINUTES 27 SECONDS WEST A DISTANCE OF 239.8 FEET TO AN IRON PIN; THENCE RUN NORTH 28 DEGREES 18 MINUTES 33 SECONDS WEST A DISTANCE OF 105.0 FEET TO AN IRON PIN AND THE POINT OF BEGINNING; THENCE CONTINUE LAST COURSE A DISTANCE OF 91.5 FEET TO AN IRON PIN; THENCE RUN NORTH 47 DEGREES 16 MINUTES 51 SECONDS EAST A DISTANCE OF 328.2 FEET TO AN IRON PIN ON THE WESTERLY RIGHT OF WAY OF SHELBY COUNTY HWY NUMBER 17; THENCE RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY A DISTANCE OF 154.0 FEET TO AN IRON PIN; THENCE RUN SOUTH 56 DEGREES 31 MINUTES 35 SECONDS A DISTANCE OF 277.4 FEET TO THE POINT OF BEGINNING. THERE IS RESERVED A 20 FOOT EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS ALONG THE SOUTHEASTERLY LINE OF THE ABOVE DESCRIBED PARCEL.

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER 20160322000091340 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 1115 King Arthur Court, Alabaster, AL 35007-3000

County: Shelby

Parcel Identification Number: 13 7 26 4 001 002.004

Client Code: OMEGA-RH1-46

LOT 1, ACCORDING TO THE SURVEY OF BISHOP CREEK TOWNHOMES, AS RECORDED IN MAP BOOK 10, PAGE 41, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER 20211124000565590 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 124 Enclave Avenue, Calera, AL 35040-3725

County: Shelby

Parcel Identification Number: 35 1 02 2 002 007.000

Client Code: OMEGA-RH1-47

LOT 7, ACCORDING TO THE SURVEY OF THE ENCLAVE PHASE I, AS RECORDED IN MAP BOOK 38, PAGE 1 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER 20211124000565590 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 125 Shine Drive, Pelham, AL 35124-1514

County: Shelby

Parcel Identification Number: 13 1 02 1 000 018.025

Client Code: OMEGA-RH1-48

LOT 13, ACCORDING TO THE FINAL PLAT WYNFIELD PARC PHASE TWO, AS RECORDED IN MAP BOOK 29, PAGE 128, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER 20211124000565590 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 127 11th St NW, Alabaster, AL 35007-9155

County: Shelby

Parcel Identification Number: 13 7 35 3 003 009.000

Client Code: OMEGA-RH1-49

LOT 4, IN BLOCK 2, ACCORDING TO THE SURVEY OF FARRIS-SMITH SUBDIVISION AS RECORDED IN MAP BOOK 4, PAGE 60 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER 20160322000091340 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 163 Canyon Trail, Pelham, AL 35124-4860

County: Shelby

Parcel Identification Number: 13 6 13 2 005 043.000

Client Code: OMEGA-RH1-50

LOT 43, ACCORDING TO THE MAP AND SURVEY OF PARKVIEW TOWNHOMES, PLAT NO. 1, RECORDED IN MAP BOOK 26, PAGE 92, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER
20211124000565600 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 183 Flagstone Lane, Calera, AL 35040-5475

County: Shelby

Parcel Identification Number: 28 5 16 2 004 011.000

Client Code: OMEGA-RH1-51

LOT 159, ACCORDING TO THE SURVEY OF CAMDEN COVE. SECTOR 3, AS RECORDED
IN MAP BOOK 28, PAGE 3. IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER
20160902000320380 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 186 Flagstone Lane, Calera, AL 35040-5474

County: Shelby

Parcel Identification Number: 28 5 16 2 004 023.000

Client Code: OMEGA-RH1-52

LOT 171, ACCORDING TO THE SURVEY OF CAMDEN COVE, SECTOR 3, AS RECORDED
IN MAP BOOK 28, PAGE 3, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER
20160902000320340 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 200 Saratoga Lane, Calera, AL 35040-3306

County: Shelby

Parcel Identification Number: 35 1 11 0 003 001.000

Client Code: OMEGA-RH1-53

LOT 2, ACCORDING TO THE SURVEY OF THE FINAL PLAT OF THE COTTAGES OF
SARATOGA, PHASE I, AS RECORDED IN MAP BOOK 31 PAGE 114, IN THE PROBATE
OFFICE OF SHELBY COUNTY, ALABAMA, SITUATED IN SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER
20160902000320350 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 204 Connie Street, Alabaster, AL 35007-7518

County: Shelby

Parcel Identification Number: 23 6 23 2 001 033.000

Client Code: OMEGA-RH1-54

LOT 4, BLOCK 3, ACCORDING TO THE SURVEY OF GREEN VALLEY, AS RECORDED IN MAP BOOK 5, PAGE 94, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER 20160902000320320 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 2143 Village Lane, Calera, AL 35040-5620

County: Shelby

Parcel Identification Number: 22 7 35 2 007 049.000

Client Code: OMEGA-RH1-55

LOT 216, ACCORDING TO THE MAP OF WATERFORD VILLAGE, SECTOR 3, PHASE 2, AS RECORDED IN MAP BOOK 33, PAGE 117, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER 20160902000320390 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 320 Dunwar Drive, Calera, AL 35040-6005

County: Shelby

Parcel Identification Number: 35 2 03 2 001 037.004

Client Code: OMEGA-RH1-56

LOT 17, IN BLOCK 2, ACCORDING TO THE SURVEY OF DUNWAR ESTATES, AS RECORDED IN MAP BOOK 3, PAGE 154, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER 20160322000091340 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 720 3rd St NE, Alabaster, AL 35007-8942

County: Shelby

Parcel Identification Number: 13 7 36 3 002 034.000

Client Code: OMEGA-RH1-57

LOT 34, ACCORDING TO THE SURVEY OF WHITESTONE TOWNHOMES, PHASE ONE, AS CORRECTED AND RE-RECORDED IN MAP BOOK 20, PAGE 125, IN THE PROBATE OFFICE OF SHELBY COUNT, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER 20160322000091340 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 109 Hollow Court, Calera, AL 35040-4015

County: Shelby

Parcel Identification Number: 28 6 23 0 000 182.00

Client Code: OMEGA-RH1-58

LOT 134, ACCORDING TO THE SURVEY OF OLD IVY SUBDIVISION PHASE 2, AS RECORDED IN MAP BOOK 36, PAGE 6A, AND 6B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER 20170518000173800 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 145 Ewing Street, Montevallo, AL 35115-7921

County: Shelby

Parcel Identification Number: 36 2 09 2 001 005.000

Client Code: OMEGA-RH1-59

LOTS 4 AND 5, IN BLOCK A, ACCORDING TO THE SURVEY OF WILMONT SUBDIVISION, WILTON, ALABAMA, AS RECORDED IN MAP BOOK 3, PAGE 124, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER 20170117000020380 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 1904 Highway 58 Unit 2, Helena, AL 35080-3731

County: Shelby

Parcel Identification Number: 13 8 28 1 001 005.001

Client Code: OMEGA-RH1-60

LOT 2, ACCORDING TO THE SURVEY OF SOMERSET TOWNHOMES, AS RECORDED IN MAP BOOK 10, PAGE 14, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUIT CLAIM DEED INSTRUMENT NUMBER
20170518000173780 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 212 Meriweather Lane, Calera, AL 35040-6224

County: Shelby

Parcel Identification Number: 28 4 20 1 001 016.025

Client Code: OMEGA-RH1-61

LOT 54, ACCORDING TO THE SURVEY OF MERIWEATHER, SECTOR 1, AS RECORDED IN
MAP BOOK 24, PAGE 46 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER
20170117000020380 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 608 Crosscreek Cv, Pelham, AL 35124-1544

County: Shelby

Parcel Identification Number: 13 1 12 2 006 008.000

Client Code: OMEGA-RH1-62

LOT 25, ACCORDING TO THE SURVEY OF CROSSCREEK COVE, AS RECORDED IN MAP
BOOK 32, PAGE 72, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUIT CLAIM DEED INSTRUMENT NUMBER
20170518000173790 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 722 Cahaba Manor Court, Pelham, AL 35124-1558

County: Shelby

Parcel Identification Number: 13 1 12 2 004 019.000

Client Code: OMEGA-RH1-63

LOT 26, EXCEPT THE SOUTH 5 FEET THEREOF, ACCORDING TO THE SURVEY OF
CAHABA MANOR TOWN HOMES, THIRD ADDITION, AS RECORDED IN MAP BOOK 7,
PAGE 158, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER
20170117000020380 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

**STATE OF ALABAMA
COUNTIES OF, CALHOUN, JEFFERSON, SAINT CLAIR, SHELBY, TALLADEGA, AND
TUSCALOOSA**

AFFIDAVIT

Before me, the undersigned Notary Public in and for said county and said state, personally appeared Lewis W. Cummings, Authorized Signor of Omega Residential Holdings I, LLC as Mortgagor under those certain Mortgages (the "Mortgage"), who is known to me, and who being first duly sworn by me, deposes and says as follows:

1. Omega Residential Holdings I, LLC currently owns all the Properties described in Exhibit A attached hereto (the "Property") and said Property is being conveyed to Mortgagor, who will execute Mortgages being recorded in the Probate Offices of Calhoun, Jefferson, Saint Clair, Shelby, Talladega, and Tuscaloosa Counties, all being in the State of Alabama, as attached hereto.

2. The Property being mortgaged herein has the values and percentages allocated to each County as follows:

<u>COUNTY</u>	<u>VALUE</u>	<u>PERCENTAGE</u>
Calhoun	\$ 693,520	6.68%
Jefferson	\$5,410,900	52.10%
Saint Clair	\$ 433,700	4.18%
Shelby	\$3,446,750	33.19%
Talladega	\$ 276,700	2.66%
Tuscaloosa	\$ 124,300	1.20%
Total	\$10,385,870	100.00%

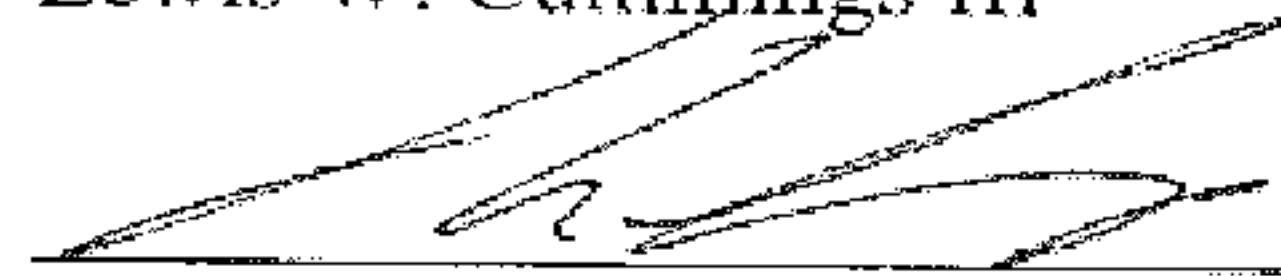
3. All of the mortgage tax is being paid in Jefferson County, Alabama to be further divided between the counties pursuant to the allocation stated above.

4. Lewis W. Cummings III is executing this Affidavit in his capacity as Authorized Signer of Omega Residential Holdings I, LLC for the purpose of assisting the Judge of Probate in establishing the amount of mortgage tax to be allocated to the respective counties upon the recording of the mortgage.

[SIGNATURE(S) ON FOLLOWING PAGE]

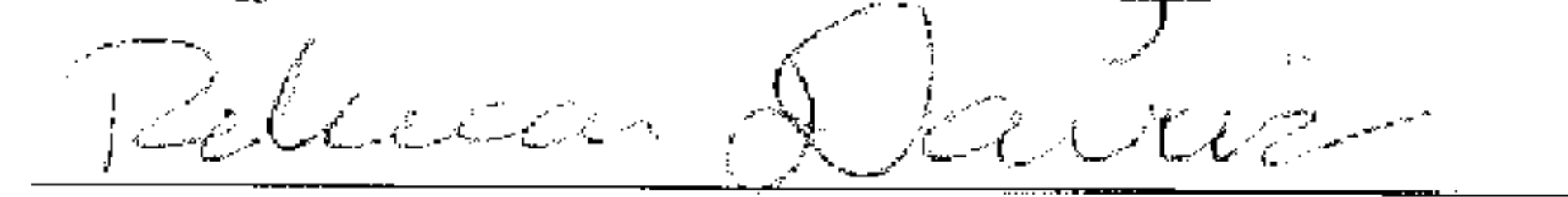
Affiant:

Lewis W. Cummings III



As Sole Member of _____

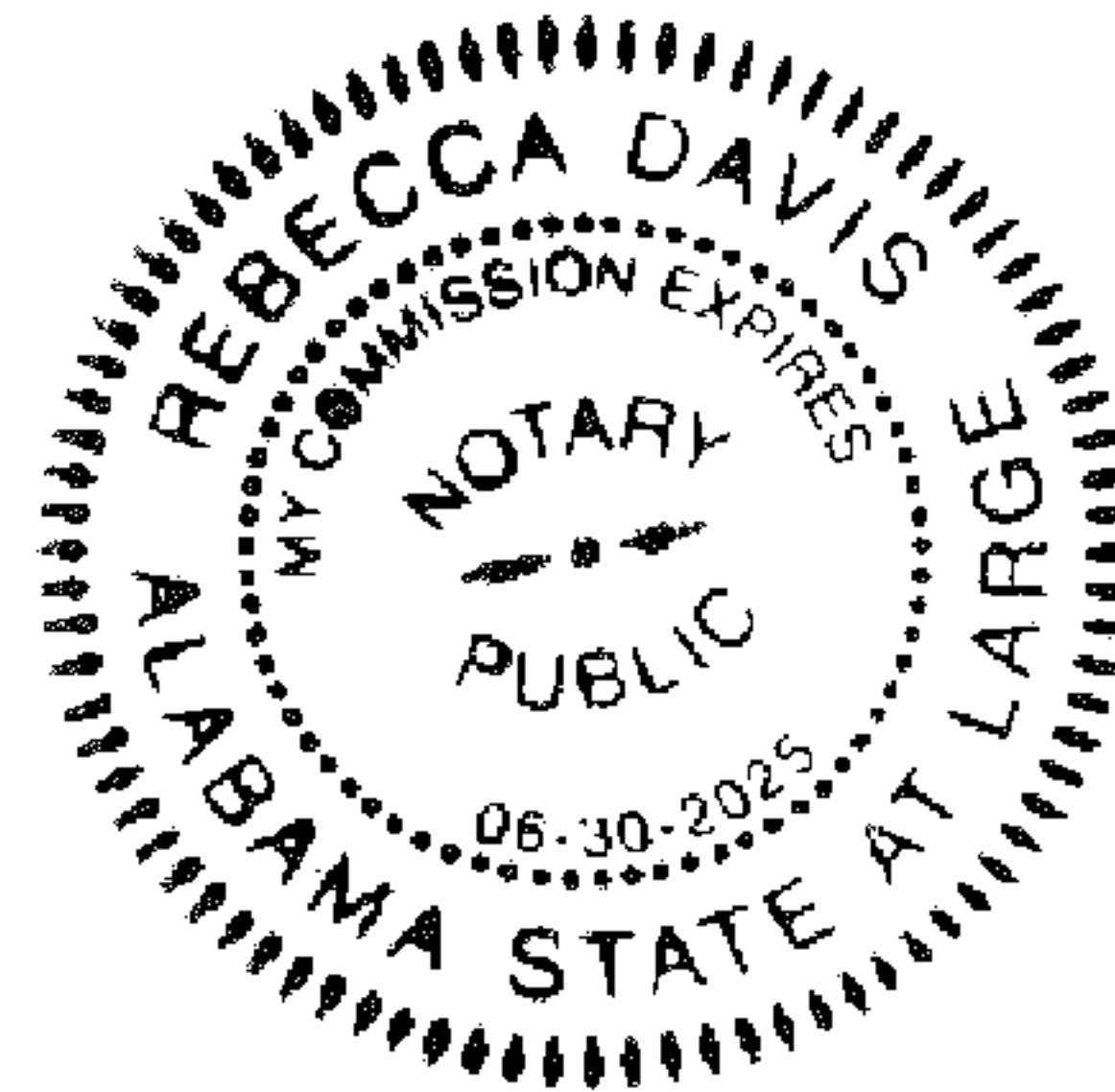
Sworn to and subscribed before me
this 6 day of January, 2025.



Notary Public

My Commission Expires: 6/30/25

[NOTARIAL SEAL]





PROBATE COURT OF JEFFERSON COUNTY

1801 3rd AVENUE N, RM 101
BESSEMER, AL 35020
JAMES P. NAFTEL, JUDGE

SHERRI C. FRIDAY, JUDGE

ELIZABETH NORTH
DEPUTY PROBATE
JUDGE
BESSEMER DIVISION
205-481-4100
JUDICIAL
205-481-4102

Date: January 15, 2025



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/16/2025 01:56:15 PM
\$113.00 JOANN
20250116000016840

Alvin S. Bayl

To Whom It May Concern:

I, James P. Naftel, Judge of Probate of Jefferson County, Alabama, do hereby certify that the Mortgage from **OMEGA RESIDENTIAL HOLDINGS I LLC to ENCORE SFR FINANCE LLC** and two Deeds were recorded in said county on the 15TH day of **JANUARY 2025** in Instrument **#2025004701** for Mortgage.

The total amount of tax collected was **\$13,650.50**.

Distributions to the following counties will be completed as follows:

Jefferson County – 52.10%
Calhoun County – 6.68%
St. Clair County – 4.18%
Shelby County – 33.19%
Talladega County – 2.66%
Tuscaloosa County – 1.20%

[Signature]
Judge, James P. Naftel, II

