

**PURCHASE MONEY MORTGAGE**

**MORTGAGE**, dated September 5, 2025, made by HBB Investments LLC, a limited liability company, having an address at 1086 Spring Garden Street, Indian Springs, AL 35124 ("mortgagor") to Acton Investments, LLC, a limited liability company, having an address at 2834 Acton Place, Birmingham, AL 35243 ("mortgagee").

**WITNESSETH**, that to secure the payment of an indebtedness in the sum of Nine Hundred Thousand Dollars (\$900,000.00), to be paid with interest thereon in accordance with a certain Note of even date herewith, and for good and valuable consideration the receipt and sufficiency whereof hereby are acknowledged, the mortgagor has bargained and sold, and hereby mortgages, grants, bargains, sells and conveys to the mortgagee the following property (hereinafter referred to as the "premises"):

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Pelham, the County of Shelby and the State of Alabama, being more particularly described in **Exhibit A** attached hereto and made a part hereof.

**TOGETHER** with all rights, title and interest, if any, of the mortgagor in and to any streets and roads abutting said premises to the center lines thereof;

**TOGETHER** with the appurtenances and all the estate and rights of the mortgagor in and to said premises;

**TOGETHER** with all right, title and interest of mortgagor in and to any and all fixtures, chattels and articles of personal property attached to or used in connection with the aforesaid Premises, including without limitation furnaces, boilers, oil burners, radiators, piping and plumbing fixtures, refrigeration, air conditioning and sprinkler systems, gas and electrical fixtures, awnings, screens, window shades, elevators, motors, dynamos, incinerators, plants and shrubbery and all other equipment and machinery, appliances, fittings, and fixtures of every kind in or used in the operation of the buildings on the Premises, and any and all replacements thereof and additions thereto;

**TOGETHER** with all awards heretofore or hereafter made to mortgagor for any taking by eminent domain of all or any part of the Premises or any easement therein, including any awards for changes of grade of streets, which awards hereby are assigned to mortgagee who is authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor, and to apply them to the payment of the indebtedness secured hereby.

**AND** the mortgagor covenants with the mortgagee as follows:

1. The mortgagor shall pay the indebtedness as provided in the Note.
2. The mortgagor shall keep the buildings on the premises insured against loss or damage by fire, for the benefit of the mortgagee; shall assign and deliver the policies to the mortgagee; and shall reimburse the mortgagee on demand for any insurance premiums paid for by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning or delivering said policies, with interest at the rate provided for in the Note, and the same shall be added to the 6 secured hereby. In addition, the mortgagor, within ten days after notice and demand, shall keep the premises insured against war risk and such other hazards as the mortgagee reasonably may request. The insurance policies shall contain the usual extended coverage endorsement and shall be in such amounts and with such companies as shall be satisfactory to the mortgagee. The mortgagor shall purchase such insurance, shall pay the premiums therefor and shall deliver to the mortgagee such policies and evidence of premium payment so long as any indebtedness secured hereby remains unpaid. The mortgagee may settle all claims on such insurance and collect all insurance proceeds. Any proceeds from such insurance, at the option of the mortgagee, may be applied to any indebtedness secured hereby in such order as the mortgagee shall determine. Any amounts paid by the mortgagee for

insurance premiums, with interest at the rate provided for in the Note, shall be a lien on the premises secured by this Mortgage.

3. No building on the premises shall be substantially altered, removed or demolished without the prior written consent of the mortgagee. The mortgagor shall keep the premises in good order, repair and condition as they now are, reasonable wear and tear excepted, shall not commit or permit any waste of the premises, and shall comply with all governmental rules, regulations and requirements of law applicable to the premises or the use thereof.

4. The mortgagor shall pay all real estate taxes, assessments, water charges and sewer rents, and in default thereof, the mortgagee may pay the same and the mortgagor on demand shall repay the amount so paid with interest at the rate provided for in the Note and the same shall be added to the 6 secured hereby. The mortgagor, upon the request of the mortgagee, shall provide proof of payment of real estate taxes, insurance premiums, water charges and sewer rents.

5. The whole of the aforesaid 6 sum, shall become due and payable at the option of the mortgagee: (a) after default in the payment of any installment of principal or interest for ten days; or (b) after default in the payment of any real estate taxes, assessments, water charges or sewer rents affecting the premises for ten days after notice and demand, or (c) after default for ten days after notice and demand in insuring the buildings on the premises, or in assigning and delivering the policies insuring the buildings, or in reimbursing the mortgagee for premiums paid on such insurance, as herein above provided; or (d) after default upon request in furnishing a statement of the amount due on this Mortgage and whether any offsets or defenses exist against the indebtedness secured hereby, as hereinafter provided; or (e) after the actual or threatened alteration, demolition or removal of any building on the premises without the prior written consent of the mortgagee; or (f) if the buildings on said premises are not maintained in reasonably good repair; or (g) after failure to comply with any requirement or order or notice of violation of law or ordinance issued by any governmental authority having jurisdiction over the premises within three months from the issuance thereof; or (h) if on application of the mortgagee two or more fire insurance companies lawfully doing business in the State of Alabama refuse to issue policies insuring the buildings on the premises; or (i) in the event of the removal, demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered hereby, unless the same are promptly replaced by similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from chattel mortgages, reservations of title or other encumbrances thereon; or (j) after the assignment of the rents of the premises or any part thereof without the prior written consent of the mortgagee; or (k) after thirty days' notice, to the mortgagor in the event of the passage of any law deducting from the value of land for purposes of taxation any lien thereon, or changing in any way the taxation of mortgages or debts secured by real property for state or local purposes; or (l) if the mortgagor, for ten days after notice and demand, fails to keep, observe or perform any of the other covenants, conditions or agreements contained in this Mortgage.

6. Upon the occurrence of any of the aforesaid events of default hereunder, this Mortgage shall be subject to foreclosure as now provided by law in the case of past due mortgages, and the mortgagee or the agents, successors or assigns of the mortgagee shall be authorized to take possession of the premises and, after giving thirty (30 days' notice, by publication in a newspaper of general circulation published in Shelby County, to sell the same at the Courthouse of Shelby County, at public auction, to the highest bidder for cash. The proceeds of the sale shall be applied as follows: (1) the payment of all expenses of advertising, selling and conveying the premises, including reasonable attorneys' fees; (2) the payment of all indebtedness evidenced by the Note or secured by this Mortgage, including amounts expended in paying insurance premiums, taxes, assessments or other encumbrances, with interest thereon; and (3) the balance, if any, to be turned over to the mortgagor or the heirs, successors or assigns of the mortgagor.



7. The holder of this Mortgage, in any action to foreclose this Mortgage or sell the premises, shall be entitled to the appointment of a receiver of the rents, issues and profits of the premises.
8. In case of a foreclosure sale, said premises, or so much thereof as may be affected by this Mortgage, may be sold in one parcel.
9. The mortgagor, within ten days after request, shall furnish a duly acknowledged certificate stating the amount due on this Mortgage and stating whether there are any offsets or defenses against the indebtedness secured hereby.
10. The mortgagor warrants that the mortgagor has good and indefeasible title to the premises, in fee simple; that the mortgagor is seized and possessed of the premises and every part thereof, and has the right to mortgage the same; that the premises is free from all liens, claims and encumbrances except as may be expressly provided herein; and that the mortgagor shall forever warrant and defend the title to the premises unto the mortgagee and the heirs, successors or assigns of the mortgagee against all lawful claims of all persons.
11. If any action or proceeding be commenced (except an action to foreclose this Mortgage or to collect the indebtedness secured hereby), to which action or proceeding the mortgagee is made a party, or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by the mortgagee for the expenses of any litigation to prosecute or defend the rights or lien created by this Mortgage (including reasonable attorneys' fees), shall be paid by the mortgagor on demand, with interest at the rate provided for in the Note, and shall be added to the 6 secured hereby. In any action or proceeding to foreclose this Mortgage, or to recover or collect the indebtedness secured hereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by the preceding covenant. In any action or proceeding to foreclose this Mortgage or sell the premises, counsel fees in an amount equal to 6.5 percent of the unpaid balance, together with all costs and disbursements, are to be borne by the mortgagor, and the same shall be included in any judgment of foreclosure and sale that may be entered and shall be a lien on the premises secured by this Mortgage.
12. The mortgagor hereby assigns to the mortgagee the rents, issues and profits of the premises as further security for the payment of the indebtedness secured hereby. The mortgagor grants to the mortgagee the right to enter upon and to take possession of the premises for purposes of collecting the same and to let the premises or any part thereof, and to apply said rents, issues and profits, after payment of all necessary charges and expenses, on account of the indebtedness secured hereby.
13. The mortgagor shall not sell, convey, mortgage or otherwise transfer or encumber the premises or any part thereof without the prior written consent of the mortgagee in each instance.
14. The mortgagor shall not have the right to prepay the indebtedness evidenced by the Note.
15. This is a purchase money mortgage, executed and delivered by the mortgagor in connection with the purchase of the premises by the mortgagor from the mortgagee.
16. Notices and demands or requests shall be in writing and may be served in person or by Federal Express courier or by certified or registered mail, return receipt requested, with postage prepaid.
17. This Mortgage shall be governed by the laws of Alabama. This Mortgage may not be changed or terminated orally. The covenants contained in this Mortgage shall run with the land and bind the mortgagor and the heirs, executors, administrators, legal representatives, successors and assigns of the mortgagor and all subsequent owners, encumbrancers, tenants and subtenants of the premises, and shall inure to the benefit of

the mortgagee and the heirs, executors, administrators, legal representatives, successors and assigns of the mortgagee.

IN WITNESS WHEREOF, this Mortgage has been duly executed by the mortgagor on the date first above written.

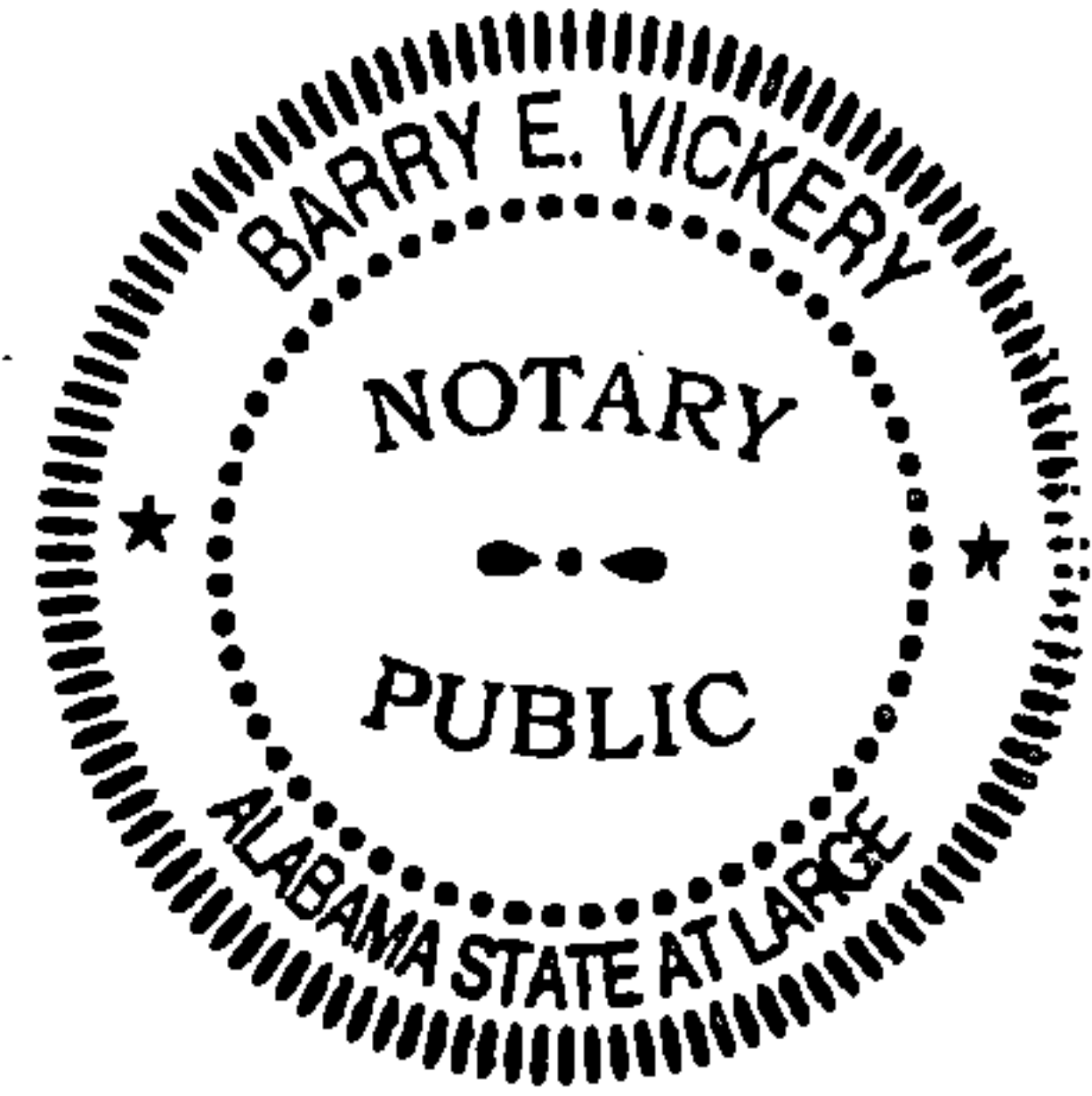
HBB INVESTMENTS LLC  
By [Signature]  
Nathan Parvin, Member  
By [Signature]  
Wendy Parvin, Member

State of Alabama :

County of Jefferson :

I, Barry E. Vickery, a Notary Public, in and for said county, in said State, hereby certify that Nathan Parvin as Member of HBB Investments, LLC; whose name is signed to the foregoing Purchase Money Mortgage, and who is known to me, acknowledge before me on this day that, being informed of the contents of this Purchase Money Mortgage, he has executed the same voluntarily on the day of same bears date.

Given under my hand and official seal this 5<sup>th</sup> day of September 2025.



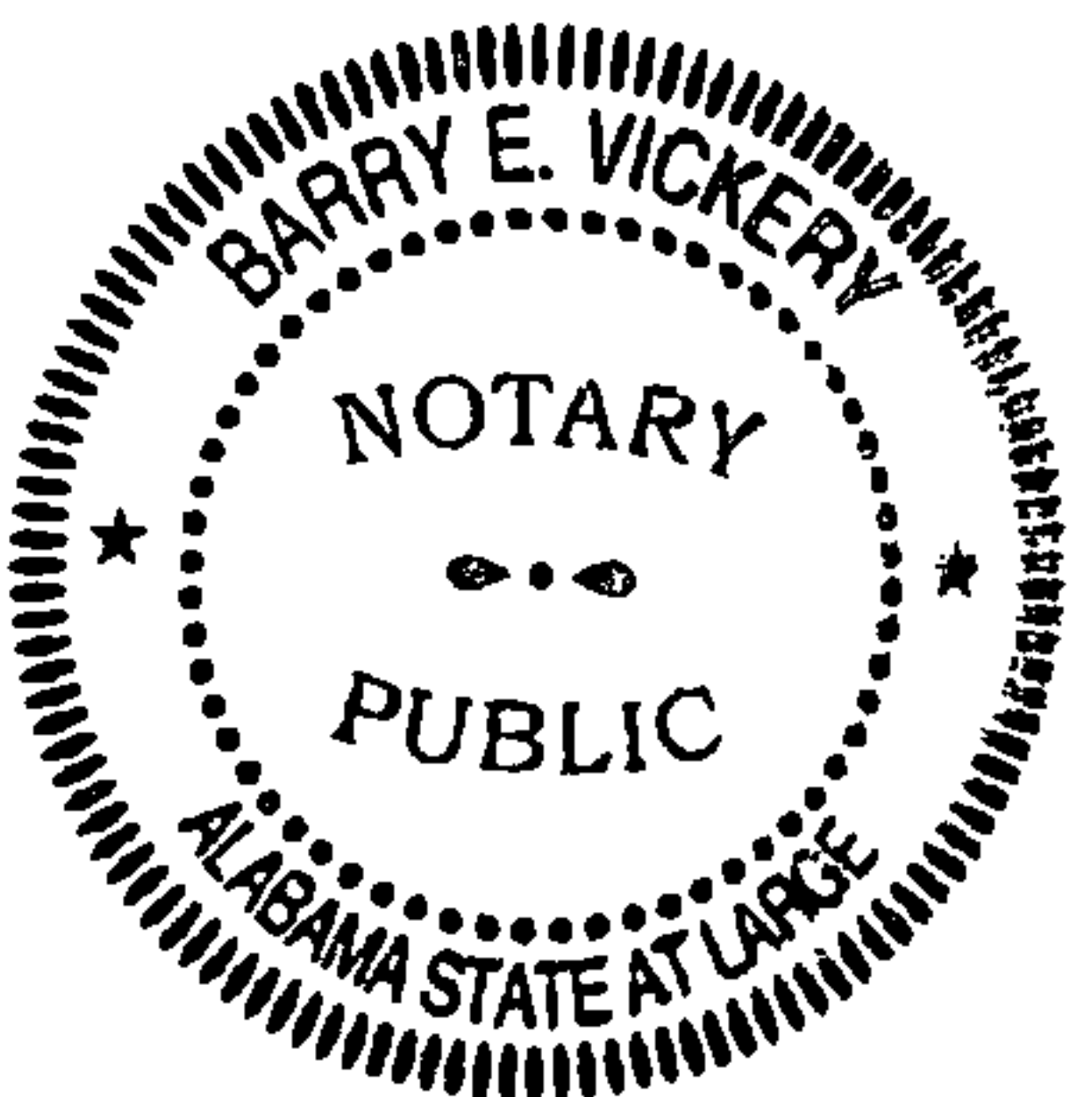
[Signature] (SEAL)  
Notary Public  
My Commission Expires: 6/5/2029

State of Alabama ;

County of Jefferson ;

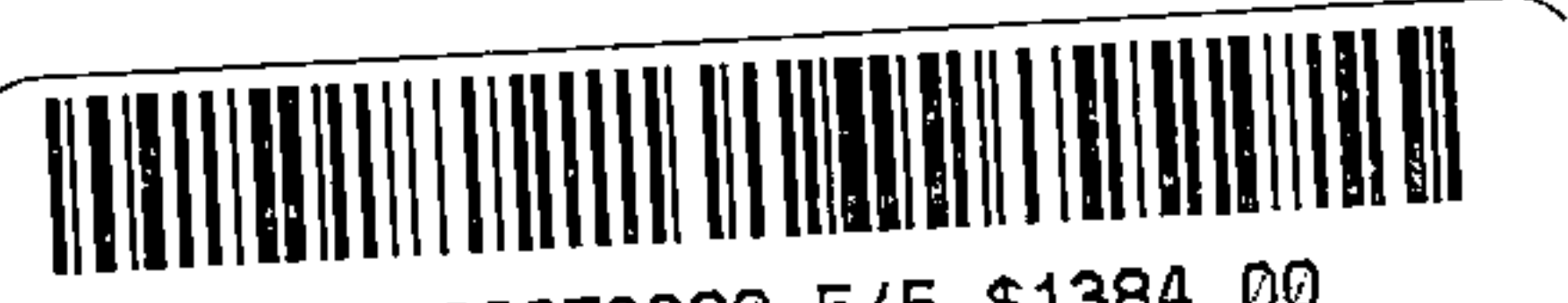
I, Barry E. Vickery, a Notary Public, in and for said county, in said State, hereby certify that Wendy Parvin as Member of HBB Investments, LLC; whose name is signed to the foregoing Purchase Money Mortgage, and who is known to me, acknowledge before me on this day that, being informed of the contents of this Purchase Money Mortgage, she has executed the same voluntarily on the day of same bears date.

Given under my hand and official seal this 5<sup>th</sup> day of September 2025.



[Signature] (SEAL)  
Notary Public  
My Commission Expires: 6/5/2029

Prepared by:  
Covenant Law Firm, PC  
2230 3rd Ave N  
Birmingham, AL 35203



20250908000273320 5/5 \$1384.00  
Shelby Cnty Judge of Probate, AL  
09/08/2025 09:13:25 AM FILED/CERT

**EXHIBIT A**

**Property Description**

**PROPERTY DESCRIPTION**

**Office Building** located at 2007 Old Montgomery Highway, Pelham, Alabama 35244, Shelby County, with the following legal description:

LOT 6, ACCORDING TO THE RIVERCHASE TRADE CENTER, AS RECORDED IN MAP BOOK 12, PAGE 24, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.