

AFTER RECORDING RETURN TO:
CLOSED LLC
699 North Federal Highway, SUITE 350
Fort Lauderdale, FL 33304
File No. 7365-25LLC-AL

Parcel ID No.: 237350004025000

MORTGAGE

DATE: November 10th, 2025

MORTGAGOR/
TRUSTOR: **SGTM Collective LLC, a AL Limited Liability Company**

(name and address) 3328 Hillard Drive
Vestavia Hills, AL 35243

LENDER: **Nicholas McKnight**
(name and address) **3798 Highway 61**
~~Columbiana, AL 35051~~

Property: 225 Hillcrest Drive, Montevallo AL 35115

Principal

Amount: Two Hundred Twenty-Four Thousand Nine Hundred Eighty-Seven and 78/100
(\$224,987.78) Dollars

Existing

Loans: A Mortgage executed by Nicholas McKnight, a married man, in favor of Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Loandepot.Com, LLC., a Limited Liability Company, given to secure the original principal sum of \$241,544.00, dated 03/22/2022 and recorded 03/22/2022 in Instrument Number 20220322000117620; as last assigned to Loandepot.com, LLC. by instrument recorded in Instrument Number 20240726000230280, of the Public Records of Shelby County, Alabama.

STATE WHERE

PROPERTY IS LOCATED: Alabama

County Where

Property is Located: Shelby

1. **Secured Obligations.** This Mortgage is given to secure: (1) Payment of the indebtedness evidenced by the Promissory Note of even date herewith (the "Promissory Note") in the Principal Amount set forth above executed by Trustor in favor of Lender (the "Promissory Note") and any extension or renewal thereof; (2) payment of additional amounts which may owed to Trustor under the Note; and (3) performance of each agreement and obligation of Trustor contained in this Mortgage. All of the foregoing are collectively referred to herein as "Secured Obligations".

2. **Subject Real Property.** This Mortgage concerns and affects that certain real property commonly described above situated in the State and County described above, and legally described in EXHIBIT A attached hereto (the "Subject Real Property"), together with all the buildings and improvements now or hereafter erected on the property, and all easements, appurtenances, fixtures attached to or used in connection with the Subject Real Property (including, without limited the generality of the foregoing, all ventilating, heating, air conditioning, refrigeration, plumbing and lighting fixtures).

3. **Wrap-Around Financing of the Existing Loan(s).** The lien created by this Mortgage is subordinate to the lien(s) of the Existing Loan(s). This Mortgage secures, among other obligations in this Mortgage and the Promissory Note, the wrap-around financing terms of the Promissory Note through which Trustor will pay the Existing Loan(s) according to the payment terms of the Existing Loan(s).

4. **Conveyance and Transfer Rights in the Subject Real Property.** Trustor irrevocably grants and conveys to Trustee, in trust, with power of sale, the Subject Real Property, subject to covenants, conditions, restrictions, rights of way and easements of record, to be held as security for the performance and payment by Trustor of the Secured Obligations.

5. **Payment and Performance.** Trustor covenants to pay when due all amounts required by the Promissory Note, this Mortgage and all other documents executed by Trustor in favor of Lender. Trustor shall perform all duties and do all things required by the Promissory Note, this Mortgage and all other documents executed by Trustor in favor of Lender.

6. **Taxes, Assessments and Trust Expenses.**

6.1 Trustor shall pay before delinquent all taxes and assessments affecting the Subject Real Property, all encumbrances, charges, fines and liens, when due, with interest, on the Subject Real Property or any part thereof, which are, appear to be prior or superior hereto, or which can attain priority over this Mortgage, leasehold payments or ground rents on the Subject Real Property, if any.

6.2 Trustor shall pay all costs, fees and expenses of this Mortgage and all lawful charges, costs and expenses of any reinstatement of this Mortgage following a default including, but not limited to, those described in Section 16 below.

7. **Fire and Property Insurance.**

7.1 Trustor shall keep the improvements now existing or hereafter erected on the Subject Real Property fully insured against loss by fire or hazards (the "Insurance Policy")

7.2 In the event of loss, Trustor shall give prompt notice and proof of loss of any loss or claim covered by the Insurance Policy to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Trustor. Unless Lender and Trustor otherwise agree in writing, any insurance proceeds, whether or not the insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an

opportunity to inspect such Subject Real Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or applicable law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Trustor any interest or earnings on such proceeds. Fees for public adjustors, or other third parties, retained by Trustor shall not be paid out of the insurance proceeds and shall be the sole obligation of Trustor. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with the excess, if any, paid to Trustor. Such insurance proceeds shall be applied in the order provided for in Section 4.2.

8. **Indemnification of Trustee.** Trustor shall hold Trustee harmless from and indemnify, defend and protect them for, from and against any and all claims raised by any third party against Trustee resulting from their interests hereunder or the acts of Trustor. Such indemnification shall include reasonable attorneys' fees and costs, including cost of evidence of title, and shall survive the foreclosure or reconveyance of this Mortgage.

9. **Right of Lender or Trustee to Pay Obligations of Trustor.** If Trustor fails or refuses to pay any sums due to be paid by it under the provisions of this Mortgage, or fails or refuses to take any action as herein required or provided, then Lender or Trustee shall have the right to pay any such sum due to be paid by Trustor and to perform any act necessary to protect the Subject Real Property or the security interest granted therein by this Mortgage. Such acts may include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Mortgage; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Subject Real Property and/or rights under this Mortgage, including its secured position in a bankruptcy proceeding. The amount of such sums paid by Lender or Trustee for the account of Trustor and the cost of any such action, together with interest at the Promissory Note rate from the date of payment until satisfaction, shall be added to the Secured Obligations. The payment by Lender or Trustee of any such sums or the performance of any such action shall be prima facie evidence of the necessity therefor. Although Lender may take action under this Section, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section.

10. **Condemnation.** Any award of damages in connection with any condemnation or injury to any of the Subject Real Property by reason of public use or for damages for private trespass or injury thereto are assigned in full and shall be paid to Lender, who shall apply them to the payment of the principal of the Secured Obligations, the interest thereon, and any other charges and amounts secured hereby in such manner as Lender may elect. Any remaining balance shall be paid to Trustor. Lender may, at Lender's option, appeal from any such award in the name of Trustor. Unless Trustor and Lender otherwise agree in writing, any application of such proceeds to principal shall not extend or postpone the due dates of any installment payments of the Secured Obligations or change the amount of such payments.

11. **Care and Maintenance of Subject Real Property.** Except for any period of active construction on the Subject Real Property, Trustor shall: (i) take reasonable care of the Subject Real Property and the buildings and improvements thereon shall maintain them in good order, repair and condition; (ii) not destroy or damage the Subject Real Property; or (iii) not commit or permit any waste to, or do any act that will unduly impair or depreciate the value of, the Subject Real Property as security or affect its insurability. If Trustor fails to maintain the Subject Real Property as required, then Lender or Trustee, at their option, may make any necessary or appropriate repairs and add the cost thereof to the Secured Obligations. Unless Lender determines pursuant to this Mortgage that repair or restoration is not economically feasible, Trustor shall promptly repair the Subject Real Property if damaged to avoid further deterioration or damage. If the

insurance or condemnation proceeds are not sufficient to repair or restore the Subject Real Property, Trustor is not relieved of Trustor's obligation for the completion of such repair or restoration.

12. **Event of Default.** Each of the following shall be considered an "Event of Default" of this Mortgage:

12.1 the failure of Trustor to perform any duty required by this Mortgage;

12.2 the occurrence of an Event of Default under the Promissory Note; or

12.3 the filing, execution or occurrence of: (a) a petition in bankruptcy by or against Trustor, (b) a petition or answer seeking a reorganization, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act, (c) the adjudication of Trustor as a bankrupt or insolvent, or insolvency in the bankruptcy equity sense, (d) an assignment by Trustor for the benefit of creditors, whether by trust, mortgage or otherwise, or (e) a petition or other proceeding by or against Trustor for the appointment of a trustee, receiver, guardian, conservator or liquidator of Trustor with respect to all or substantially all its property..

13. **Notice of Default; Acceleration; Remedies.** In the Event of Default by Trustor, Lender may, but shall not be required to, declare all sums secured hereby immediately due and payable. Lender shall give notice to Trustor prior to acceleration following Trustor's breach of any covenant or agreement in this Mortgage. The notice shall specify: (a) the default; (b) the action required to cure the default, if the default is one that can be or Trustor is entitled to cure; (c) if the default is curable, the date by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Subject Real Property. If the default is curable and is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may invoke the power of sale and any other remedies permitted by applicable law. If the default is not curable, Lender at its option may require immediate payment of all sums secured by this Mortgage without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

14. **Substitute a Trustee.** Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Subject Real Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law. Trustee may resign by mailing or delivering notice thereof to Lender and Trustor.

15. **Lender Charges.** Lender may charge Trustor fees for services performed in connection with Trustor's default, for the purpose of protecting Lender's interest in the Subject Real Property and rights under this Mortgage, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Mortgage to charge a specific fee to Trustor shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Mortgage or by applicable law. If this Mortgage and the Promissory Note are subject to a law which sets maximum charges, and that law is finally interpreted so that the interest or other charges collected or to be collected in connection with this Mortgage and Promissory Note exceed the permitted limits, then: (a) any such charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Trustor which exceeded permitted

limits will be applied to the amounts owed under the Promissory Note and any excess shall be refunded to Trustor.

16. **Trustee's Sale.** If Lender invokes the power of sale, Lender shall deliver written notice to Trustee of the default by Trustor, setting forth the nature thereof and of Lender's election to cause the Subject Real Property to be sold under this Mortgage. Upon receipt of Lender's notice of election to cause the Subject Real Property to be sold, Trustee shall, in accordance with all provisions of law, give notice of Trustee's Sale and after the lapse of the required amount of time, sell the Subject Real Property at a public auction, at the time and place specified in the Notice of Trustee's Sale, to the highest bidder for cash in lawful money of the United States, payable at the time provided by applicable law. Any persons, including Trustee or Lender, may purchase at the Trustee's Sale. Trustee may postpone or continue the sale by giving notice of postponement or continuance by public declaration at the time and place last appointed for sale. Upon sale, Trustee shall deliver to the purchaser a Trustee's Deed conveying the Subject Real Property, but without any covenant or warranty, expressed or implied.

17. **Proceeds of Trustee's Sale.** After deducting all costs, fees and expenses of Trustee and of this trust, including the cost of evidence of title in connection with the sale and reasonable attorneys' fees, Trustee shall apply the proceeds of sale to payment of all sums then secured hereby and all other sums due under the terms hereof, with accrued interest, and the remainder, if any, to the persons legally entitled thereto or as provided by applicable law.

18. **Non-Recourse Obligation.** Lender shall not be entitled to a deficiency judgment against Trustor if the Trustee's Sale yields an amount insufficient to fully satisfy Trustor's obligations hereunder.

19. **Foreclosure and Other Remedies.** In lieu of sale pursuant to the power of sale conferred hereby, this Mortgage may be foreclosed in the same manner provided by law for the foreclosure of mortgages on real property. Lender shall also have all other rights and remedies available hereunder and at law or in equity. All of Trustee's and Lender's rights and remedies shall be cumulative.

20. **Acts of Trustee Affecting Subject Real Property.** At any time, without notice, upon written request of Lender and presentation of this Mortgage and the Secured Obligations for endorsement, Trustee may, without liability, release and reconvey all or any part of the Subject Real Property; consent to the making and recording, or either, of any map or plat of all or any part of the Subject Real Property; join in granting any easement thereon; join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance or charge hereof. Any such action by Trustee may be taken without affecting the personal liability of any person for payment of the indebtedness secured hereby, without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the property affected by Trustee's action be credited on the indebtedness.

21. **Satisfaction of the Obligation.** Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Mortgage and the Secured Obligations to Trustee for cancellation, and upon payment of Trustee's fees, Trustee shall release and reconvey, without covenant or warranty, express or implied, the Subject Real Property held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

22. **Notices.** Any notice or demand to Trustor provided for in this Mortgage shall be given by personal delivery or by mailing such notice by Certified Mail, Return Receipt Requested, addressed to Trustor at the property address stated above, or to such other address as Trustor may designate by written

notice to the Lender. Any notice to the Lender shall be given by personal delivery, email, or by mailing such not via first class U.S. Mail postage prepaid, to the Lender at the physical address stated above or at the email address set forth in the Promissory Note, or at such other physical or email addresses as may have been designated by written notice to Trustor. Emailed notices shall be deemed delivered when sent and Mailed notices shall be deemed delivered and received five (5) calendar days after deposit in accordance with this provision in the United States mails.

23. **Representations and Warranties.**

The Trustor represents and warrants as follows:

23.1 If Trustor is a corporation, limited liability company, partnership or trust, it (i) is duly organized, validly existing and in good standing under the laws of the state in which it is organized; (ii) is qualified to do business and is in good standing under the laws of the state in which the Subject Real Property is located and in each state in which it is doing business; (iii) has full power and authority to own its properties and assets and to carry on its business as now conducted; and (iv) is fully authorized and permitted to execute and deliver this Mortgage. The execution, delivery and performance by Trustor of this Mortgage and all other documents and instruments relating to the Obligation will not result in any breach of the terms or conditions or constitute a default under any agreement or instrument under which Trustor is a party or is obligated. To the best of Trustor's knowledge, Trustor is not in default in the performance or observance of any covenants, conditions or provisions of any such agreement or instrument.

23.2 To the best of Trustor's knowledge, the liens, security interests and assignments created hereby will be valid, effective, properly perfected and enforceable liens, security interests and assignments.

All representations and warranties made herein shall survive the execution hereof, the execution and delivery of all other documents and instruments in connection with the Obligation, and until the Obligation has been fully paid and performed.

24. **Headings.** The marginal or topical headings of the provisions herein are for convenience only and do not define, limit or construe the contents of these provisions.

25. **Interpretation.** In this Mortgage, whenever the context so requires, masculine gender includes the feminine and neuter, and the singular includes the plural and vice versa.

26. **Applicable Law.** This Mortgage shall be subject to and governed by the laws of the state where the Subject Real Property is located, regardless of the fact that one or more parties now is or may become a resident of a different state.

27. **Waiver.** Any waiver by any party of a breach of any provision of this Mortgage shall not operate or be construed as a waiver of any subsequent breach hereof. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender shall not operate to release the liability of Trustor. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or successors in interest of Trustor or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

28. **Succession of Benefits.** The provisions of this Mortgage shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, conservators and permitted assigns. Any successor in interest of Trustor who assumes Trustor's obligations under this Mortgage in writing, and is approved by Lender, shall obtain all of Trustor's rights and benefits under this Mortgage. Trustor shall

not be released from Trustor's obligations and liability under this Mortgage unless Lender agrees to such release in writing. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender.

29. **Entire Agreement.** The terms of this Mortgage constitute the entire agreement among the parties, and the parties represent that there are no collateral or side agreements not otherwise provided for within the terms of this Mortgage.

30. **Time of Essence.** Time is of the essence in this Mortgage and every term, condition, covenant and provision hereof.

31. **Modification.** No modification of this Mortgage shall be binding unless evidenced by an agreement in writing and signed by all parties.

32. **Partial Invalidity.** If any provision of this Mortgage is held to be invalid or unenforceable, all the remaining provisions shall nevertheless continue in full force and effect.

33. **Electronic Execution and Counterparts.** This Mortgage may be executed by electronic means and in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

TRUSTOR:

SGTM Collective LLC, an Alabama Limited Liability Company

Vivek Shah

Date: 11/10/2025

Name: **Vivek Shah, Authorized Signor**

STATE OF Florida
COUNTY OF Orange

I, Jamila S. Grant, a Notary Public for the State of Florida do hereby certify that **Vivek Shah as Authorized Signor of SGTM Collective LLC, an Alabama Limited Liability Company** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 10th day of November 2025.

Jamila

Official Signature of Notary Public

Jamila S. Grant

Notary's printed or typed name

My commission expires: 02/24/2029

BY MEANS OF ONLINE NOTARIZATION AND PROVIDED CA DRIVER'S LICENSE AS IDENTIFICATION.

Notarized online using audio-video communication

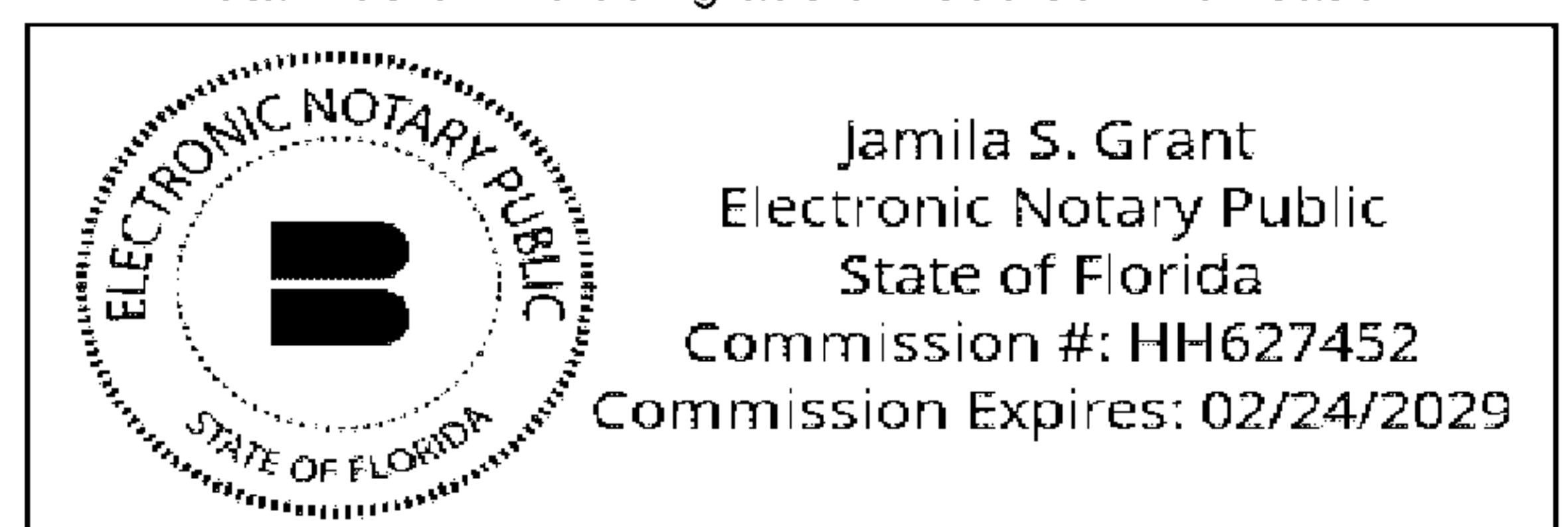


EXHIBIT "A"
LEGAL DESCRIPTION

The following described real estate, situated in Shelby County, Alabama.

Lot 155, according to the Survey of the Lakes at Hidden Forest, Phase 2, as recorded in Map Book 37, Page 122 A & B, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Parcel ID Number: 237350004025000

Property commonly known as: 225 Hillcrest Drive, Montevallo AL 35115



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/13/2025 08:06:50 AM
\$380.50 BRITTANI
20251113000347820

Allie S. Bayl