

THIS INSTRUMENT PREPARED BY:  
Christina Fry

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:  
Lending Mark Capital, LLC  
12 Penns Trail Ste 138 Newtown, PA 18940  
Loan Number: 7004486

Uniform Parcel Identifier Number:  
03-7-35-0-000-083.000  
Property Address:  
7 Montagel Way, Shoal Creek, AL 35242

PEL-13419

(Space Above For Recorder's Use)

## MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

### DEFINITIONS

In addition to the capitalized terms defined where used, words used in multiple sections of this Mortgage and/or the corresponding Loan Documents are defined below.

(A) **“Borrower(s)”** is/are Applegate River Retreat, LLC, an Oregon Limited Liability Company and City Park Village Homes, LLC, an Oregon Limited Liability Company. Borrower(s) is/are the Trustor(s) under the Mortgage.

(B) **“Lender”** is Lending Mark Capital, LLC. Lender is a Texas Limited Liability Company. Lender's address is 325 N St Paul St Ste 3100-#9553 Dallas, TX 76201. Lender is the Beneficiary under the Mortgage.

(C) **“Loan”** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under the Mortgage.

(D) **“Loan Documents”** means collectively the Loan Agreement, Note, Mortgage and all other documents executed and/or delivered in connection with the Loan.

(E) **“Note”** means the note signed by Borrower and dated November 24th, 2025. The Note states that Borrower owes Lender Three Million One Hundred Twenty Thousand Dollars and Zero Cents (U.S.\$3,120,000.00) plus interest. Borrower has promised to pay this debt in regular monthly payments and to pay the debt in full not later than December 1st, 2026 (the “Maturity Date”).

**This Mortgage, Assignment of Rents and Security Agreement** (the **“Mortgage”**) made this 24th Day of November, 2025, among Applegate River Retreat, LLC, an Oregon Limited Liability Company and City Park Village Homes, LLC, an Oregon Limited Liability Company (the **“Mortgagor(s)”**), whose address(es) is/are 18555 Polvera Ct San Diego, CA 92128, respectively, and Lending Mark Capital, LLC, a Texas Limited Liability Company, as mortgagee (together with its successors and assigns, the **“Lender”**) whose address is 325 N St Paul St Ste 3100-#9553 Dallas, TX 76201.

**WITNESSETH:**

**THAT MORTGAGOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO LENDER** that property in Shelby County, Alabama, described as:

See Legal Description Attached 'Exhibit A' incorporated herein by reference

APN: 03-7-35-0-000-083.000

Street Address: 7 Montagel Way

TOGETHER WITH the rents, issues and profits thereof, SUBJECT HOWEVER, to the right, power and authority given to and conferred upon Lender by Section 11 of the provisions set forth below to collect and apply such rents, issues and profits. For the Purpose of Securing: 1. Performance of each agreement of Mortgagor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension of renewal thereof, in the principal sum of \$3,120,000.00 executed by Mortgagor in favor of Lender or order. 3. Payment of such further sums as the then record owner of such property hereafter may borrow from Lender, when evidenced by another note (or notes) reciting it is so secured. 4. All obligations under a Loan Agreement dated November 24th, 2025 between Mortgagor and Lender.

A default under any other mortgage securing the above-referenced promissory note shall constitute a default under this Mortgage as well.

To Protect the Security of This Mortgage, Mortgagor Agrees:

- (1) That Mortgagor will observe and perform said provisions; and that the reference to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Mortgage.
- (2) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violations of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration's herein not excluding the general.
- (3) To provide, maintain and deliver to Lender fire insurance satisfactory to and with loss payable to Lender listed as additional insured, as more particularly set forth in this Mortgage. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured herein and in such order as Lender may determine or at option of Lender the entire amount so collected or any part hereof may be released to Mortgagor. Such application or release shall not cure or waive any default or notice of default herein under or invalidate any act done pursuant to such notice.
- (4) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Lender; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Lender may appear, and in any suit brought by Lender to record this Mortgage.

(5) To pay; at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or a part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Mortgage.

Should Mortgagor fail to make any payment or to do any act as herein provided, then Lender, but without obligation to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may be deemed necessary to protect the security herein. Lender being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(6) To pay immediately and without demand all sums so expended by Lender, with interest from date of expenditure at the amount allowed by law in effect at the date hereon, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Lender not to exceed the maximum allowed by law at the time when said statement is demanded.

(7) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Lender, who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(8) That by accepting payment of any sum secured hereby after its due date, Lender does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(9) That at any time or from time to time, without liability therefore and without notice, upon written request of Lender and presentation of this Mortgage and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Lender may; reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement therein; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(10) That upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Mortgage and said Note to Lender for cancellation and retention and upon payment of its fees, Lender shall reconvey, without warranty, the 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". Five years after issuance of such full RECONVEYANCE, Lender may destroy said Note and this Mortgage (unless directed in such request to retain them).

(11) That as additional security, Mortgagor hereby gives to and confers upon Lender the right, power and authority during the continuance of this Mortgage, to collect the rents, issues and profits of said property, reserving unto Mortgagor the right, prior to any default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Lender may at any time without notice, either in person, by agent, or by a receiver

to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expense of operation and collection, including reasonable attorney's fees, upon indebtedness secured hereby, and in such order as Lender may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

**(12)** That upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, under the note secured hereby, or under the Loan Agreement, Lender may declare all sums secured hereby immediately due and payable by delivery to Lender of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property.

**(13)** That this Mortgage applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Lender shall mean the owner and holder, including pledges of the note secured hereby whether or not named as Lender herein. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

**(14)** Mortgagor shall, at Mortgagor's expense, maintain in force fire and extended coverage insurance in any amount of not less than the full replacement value of any building which may exist on the subject property, with loss payable to Lender. Mortgagor shall provide fire insurance protection on Mortgagor's furniture, fixtures and personal property on the subject real property in an amount equal to the full replacement value thereof, and promises that any insurance coverage in this regard will contain a waiver of the insurers' right of subrogation against Lender. In addition, Mortgagor shall, at Mortgagor's expense, maintain in force policies of liability insurance and, if applicable, flood insurance, with Lender as loss payee and as an additional insured thereunder, insuring Mortgagor against all claims resulting from the injury to or the death of any person or the damage to or the destruction of any property belonging to any person by reason of Lender's interest hereunder or the use and occupancy of the subject real property by Mortgagor. Such insurance shall be in the following amounts: (1) \$500,000.00 combined single limit liability insurance covering property damage and bodily injury; (and) (2) flood insurance is required if the collateral is located in a flood zone equal to the replacement cost of the subject real property. At least thirty (30) days prior to the expiration of a policy, Mortgagor shall deliver to Lender a renewal policy in a form satisfactory to Lender. If Mortgagor obtains any other insurance on the subject real property, such insurance shall name the Lender as additional insured and loss payee thereunder.

**(15)** If all or any part of the subject property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person), or a lien or encumbrance is created upon such property, voluntarily or involuntarily, or if Mortgagor shall file or have filed against it and/or the property any proceeding for relief of debtors under the United States Bankruptcy Code, in each case without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage. If Lender exercises this option, Lender shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date

the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

**(16)** Lender may make or cause to be made reasonable entries upon and inspections of the real property securing this Mortgage.

**(17)** Mortgagor shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the property securing this Mortgage or any part thereof and Mortgagor shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Mortgagor authorizes Lender, at Lender's option, as attorney-in-fact for Mortgagor, to commence, appear in and prosecute, in Lender's or Mortgagor's name, any action or proceeding relating to any condemnation or other taking of the subject property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the subject property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender subject, if this Mortgage is on a leasehold, to the rights of lessor under the ground lease. Mortgagor authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to restoration or repair of the subject property or to payment of the sums secured by this Mortgage, whether or not then due, in the order of application set forth in Section 3 hereof, with the balance, if any, to Mortgagor. Unless Mortgagor and Lender otherwise agree in writing, any application of proceeds to Principal (as defined in the Note) shall not extend or postpone the due date of the monthly installments referred to in Sections 1 and 2 hereof or change the amount of such installments. Mortgagor agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Lender may require.

**(18)** This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the subject property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagor hereby grants Lender a security interest in said items. Mortgagor agrees that Lender may file this Mortgage, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the subject property. Any reproduction of this Mortgage or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Mortgage in such form as Lender may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. For purposes of filing and recording this Mortgage in, among other places, the real estate records of the county in which the subject property is located, the following information is included: (i) the Mortgagor shall be deemed the "Debtor" with the address set forth for the Mortgagor on the first

page of this Mortgage which the Mortgagor certifies is accurate, (ii) the Lender shall be deemed to be the "Secured Party" with the address set forth for the Lender on the first page of this Mortgage and shall have all of the rights of a secured party under the Uniform Commercial Code, (iii) this Mortgage covers goods which are or are to become fixtures, (iv) the name of the record owner of the land is Mortgagor. (v) Upon Mortgagors breach of any covenant, representation, warranty or agreement of Mortgagor contained in this Mortgage, including the covenants to pay when due all sums secured by this Mortgage, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lenders option, may also invoke the remedies provided in this Mortgage as to such items. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the subject property separately or together and in any order whatsoever, without in any way affecting the availability of Lenders remedies under the Uniform Commercial Code or of the remedies provided in this Mortgage.

**(19)** Any default under this Mortgage shall constitute a default under all promissory notes and mortgages Mortgagor has executed in favor of Lender. Mortgagor shall be in default if, during the Loan application process, Mortgagor or any persons or entities acting at the direction of Mortgagor or with Mortgagor's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Mortgagor's use of the subject property solely for business and/or commercial purposes.

**(20)** State Specific Provisions.

Mortgagor waives all rights of homestead exemption in the subject property and relinquishes all rights of curtesy and dower in the subject property.

**(21)** Alabama law shall exclusively govern the enforcement and interpretation of this Mortgage.

**(22)** Cross-Default. You agree that if you default under any promissory note(s) or Mortgage, Deed of Trust(s) or Security Deed(s), you give us, we may consider and declare you to be in default under all unpaid notes and mortgages, Deed of Trust or Security Deed, you have given us. Upon any event of default that continues for fifteen (15) days or more the lender may, at its sole discretion, deem the default irreversible.


**(23) CONFESSION OF JUDGMENT. BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE STATE OF ALABAMA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER A DEFAULT UNDER THIS MORTGAGE AND WITH OR WITHOUT COMPLAINT FILED, AS OF ANY TERM, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS MORTGAGE. ALL ACCRUED INTEREST, LATE CHARGES, AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS MORTGAGE. TOGETHER WITH INTEREST ON SUCH AMOUNT, TOGETHER WITH COSTS OF SUIT, AND COLLECTION FEES OF FIFTEEN PERCENT (15%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, OR IF GREATER THE SUM OF \$250.00 PER HOUR FOR EACH HOUR OF TIME SPENT BY LENDER, EMPLOYEES OF LENDER OR PROFESSIONALS EMPLOYED BY LENDER BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS MORTGAGE OR A COPY OF THIS MORTGAGE, VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS MORTGAGE TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIME UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS MORTGAGE. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL PRIOR TO SIGNING THIS MORTGAGE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS MORTGAGE. EACH BORROWER AGREES TO THE TERMS OF THE MORTGAGE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE MORTGAGE.**

**[SIGNATURE PAGE FOLLOWS]**

The undersigned Mortgagor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him/her at his/her address hereinbefore set forth.

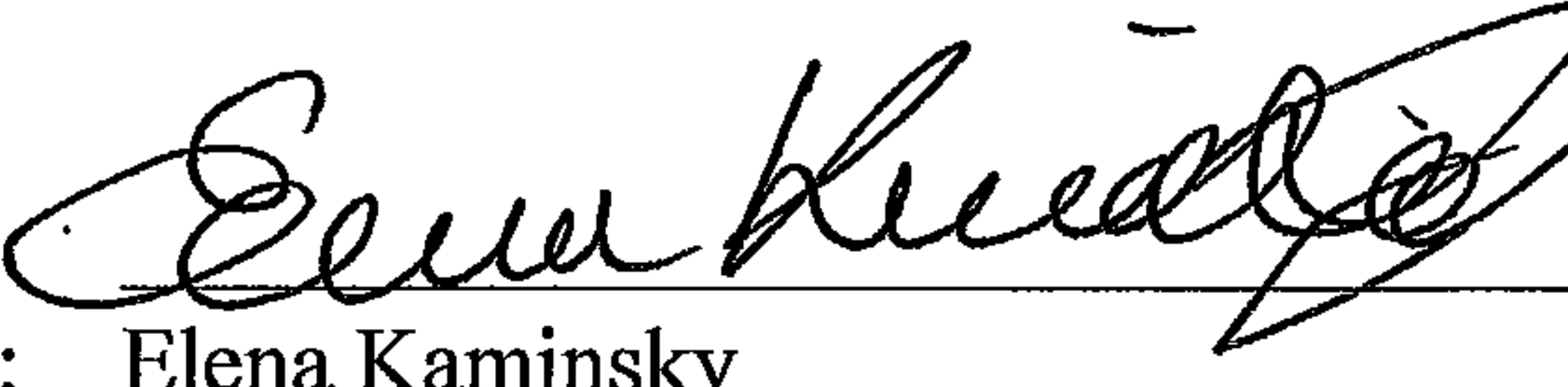
**MORTGAGOR:**

Applegate River Retreat, LLC  
A Oregon Limited Liability Company

By:   
Name: Elena Kaminskiy  
Title: Member


**MORTGAGOR:**

City Park Village Homes, LLC  
A Oregon Limited Liability Company

By:   
Name: Elena Kaminsky  
Title: Member


**MORTGAGOR:**

Applegate River Retreat, LLC  
A Oregon Limited Liability Company

By:   
Name: Sergei Kaminskiy  
Title: Member

**MORTGAGOR:**

City Park Village Homes, LLC  
A Oregon Limited Liability Company

By:   
Name: Sergei Kaminskiy  
Title: Member

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

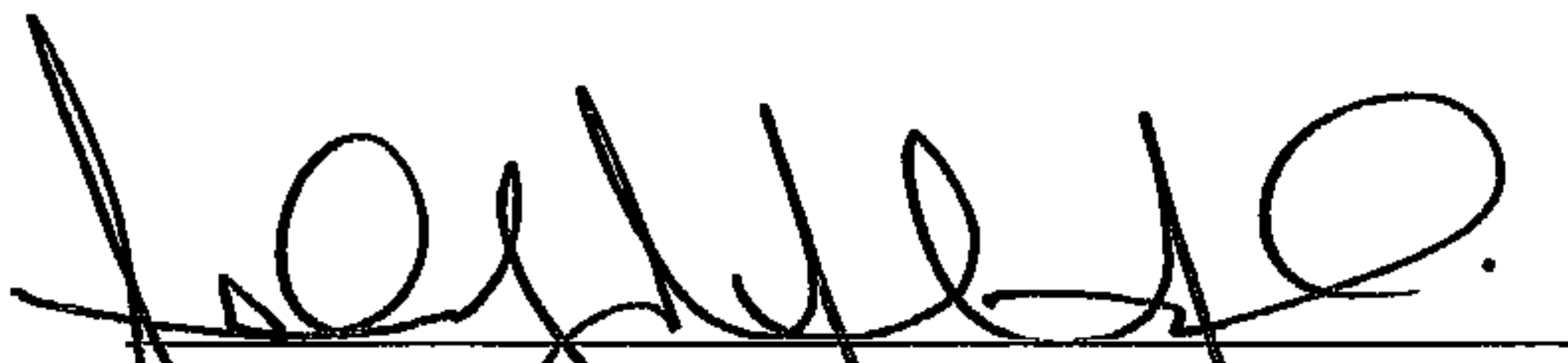
**Date:** November 24th, 2025

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that **Elena Kaminskiy**, whose name as **Member of Applegate River Retreat, LLC, an Oregon Limited Liability Company**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such **Member** and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company on the day the same bears date.

Given under my hand and official seal this 24th day of November, 2025.

  
Notary Public  
Print Name: Ashley McMeeKin  
My Commission Expires: 05/03/2028

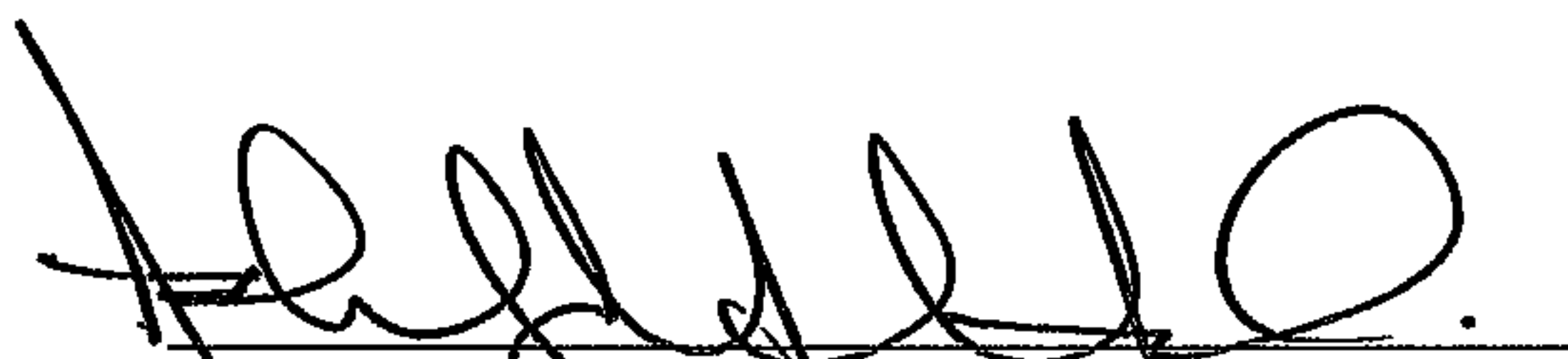


STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that **Sergei Kaminskiy**, whose name as **Member of Applegate River Retreat, LLC, an Oregon Limited Liability Company**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such **Member** and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company on the day the same bears date.

Given under my hand and official seal this 24th day of November, 2025.

  
Notary Public  
Print Name: Ashley McMeeKin  
My Commission Expires: 05/03/2028

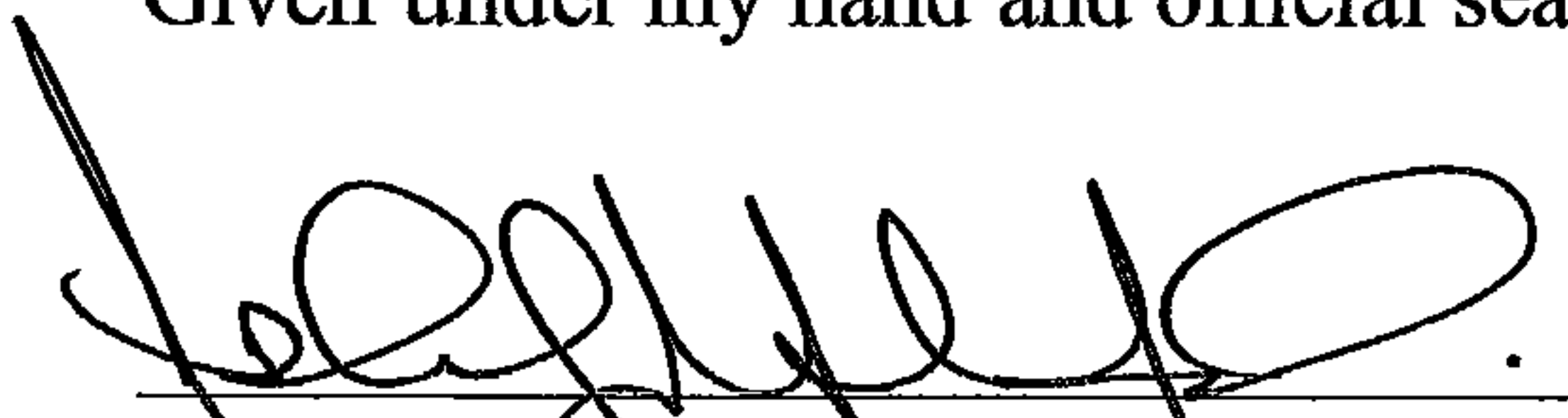


STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that **Elena Kaminskiy**, whose name as **Member of City Park Village Homes, LLC, an Oregon Limited Liability Company**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such **Member** and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company on the day the same bears date.

Given under my hand and official seal this 24th day of November, 2025.

  
Notary Public  
Print Name: Ashley McMeeKin  
My Commission Expires: 05/03/2028

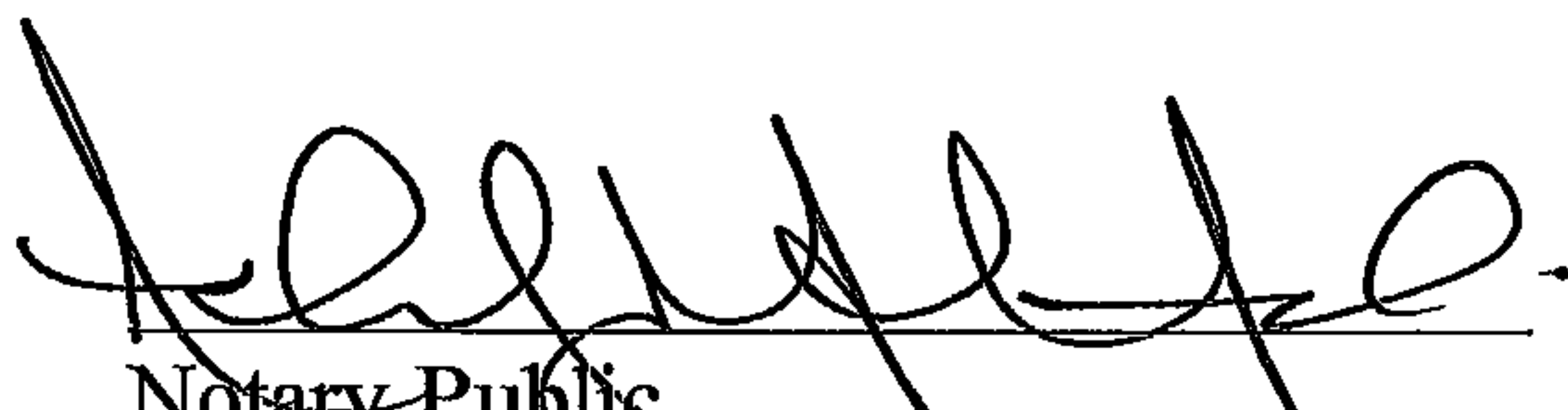


STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that **Sergei Kaminskiy**, whose name as **Member of City Park Village Homes, LLC, an Oregon Limited Liability Company**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such **Member** and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company on the day the same bears date.

Given under my hand and official seal this 24th day of November, 2025.

  
Notary Public  
Print Name: Ashley McMeeKin  
My Commission Expires: 05/03/2028



## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 24th Day of November, 2025, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Nextres, LLC (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**7 Montagel Way, Shoal Creek, AL 35242**  
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in Covenants, Conditions and Restrictions of Record (the "Declaration"). The Property is a part of a planned unit development known as:

**SHOAL CREEK**  
[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowner's association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.


**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

[SIGNATURE PAGE FOLLOWS]

**BORROWER:**

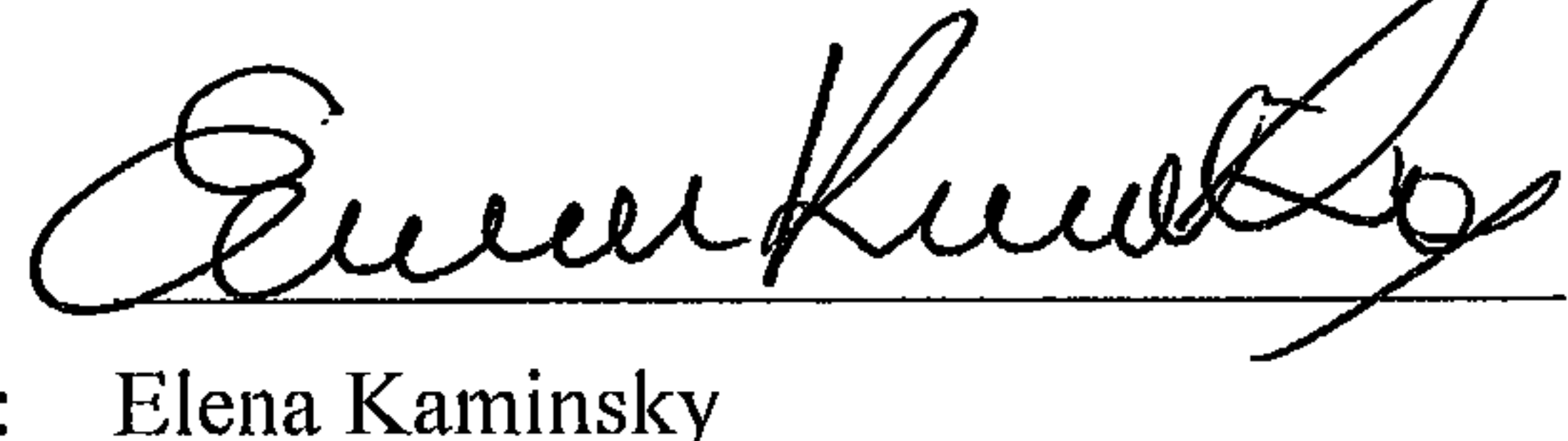
Applegate River Retreat, LLC  
A Oregon Limited Liability Company

By:   
Name: Elena Kaminskiy

Title: Member

**BORROWER:**

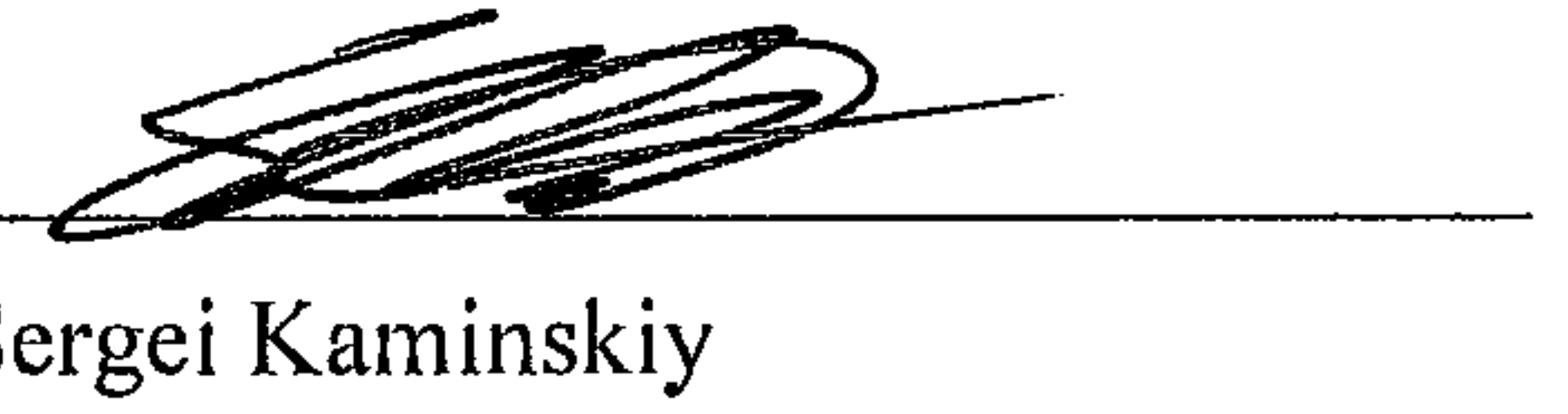
City Park Village Homes, LLC  
A Oregon Limited Liability Company

By:   
Name: Elena Kaminsky

Title: Member

**BORROWER:**

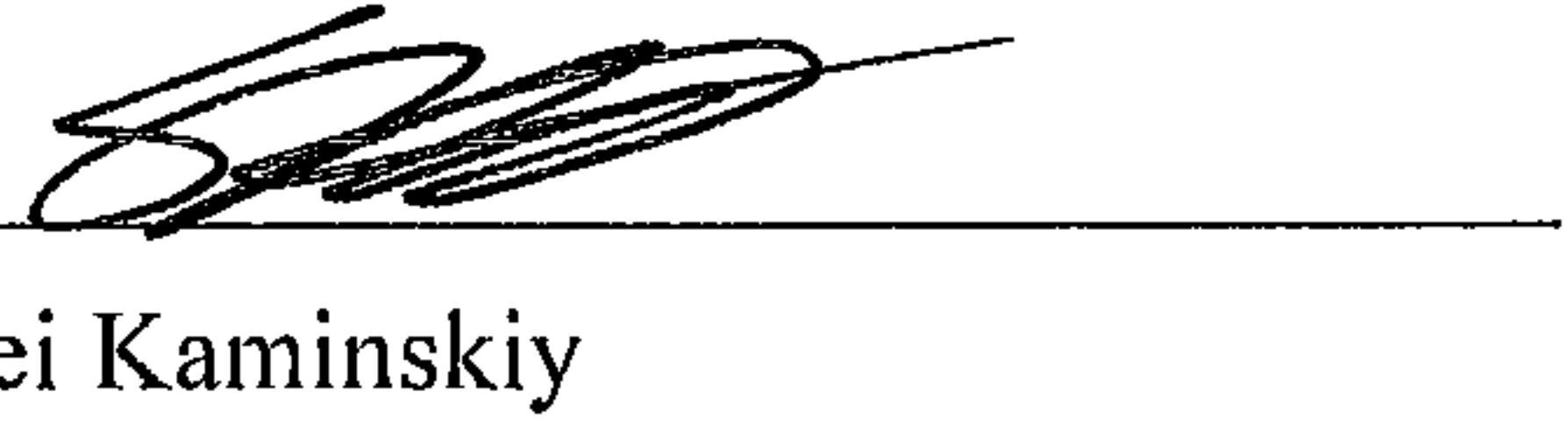
Applegate River Retreat, LLC  
A Oregon Limited Liability Company

By:   
Name: Sergei Kaminskiy

Title: Member

**BORROWER:**

City Park Village Homes, LLC  
A Oregon Limited Liability Company

By:   
Name: Sergei Kaminskiy

Title: Member

**Date:** November 24th, 2025

## EXHIBIT A

**The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:**

**Lot 176B, according to the Survey of Montagel, as recorded in Map Book 23, page 6 in the Probate Office of Shelby County, Alabama.**

**THIS IS A PURCHASE MONEY MORTGAGE.**

**Applegate River Retreat, LLC and Applegate River Retreat LLC are one and the same entity.**

**City Park Village Homes, LLC and City Park Village Homes LLC are one and the same entity.**

**Elena Kaminskiy is also known as Elena Kaminsky, she being one and the same person.**



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
12/02/2025 08:27:44 AM  
\$4741.00 PAYGE  
20251202000367620

*Allie S. Beal*