

This instrument was prepared by:

Robert A. Walper, Esq.  
Fox Rothschild LLP  
980 Jolly Road  
Suite 110  
P.O. Box 3001  
Blue Bell, PA 19422

## **THIS MORTGAGE (WITH POWER OF SALE) (the "Mortgage")**

This Mortgage is made as of January 5, 2026 (the "Effective Date"), by **Greater Path Properties, LLC**, an Alabama limited liability company, having an address of **492 County Road 1053, Montevallo, AL 35115** ("Mortgagor" or "Borrower"), to **Aspire Business Consulting, Inc.**, a Pennsylvania corporation, having an address of **1015 Virginia Drive, Suite 100, Ft. Washington, PA 19034** ("Mortgagee" or "Lender").

### **RECITALS**

- A. Borrower, and others, have executed and delivered to Lender that certain **Promissory Note** dated of even date herewith in the original principal amount of **One Hundred Seventy-Five Thousand Dollars (\$175,000.00)** (as modified, extended, renewed, replaced, or substituted, the "Note").
- B. Borrower is obtaining the loan evidenced by the Note for **business/investment purposes**, including the purchase and rehabilitation of the Property (as defined below), and not for personal, family, or household purposes.
- C. Borrower desires to secure payment and performance of the Note and the other Loan Documents (as defined below) by granting to Lender a lien on the Property and other collateral described herein.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Borrower, intending to be legally bound hereby, mortgages, grants, bargains, sells, grants a security interest in and conveys to Lender, with **POWER OF SALE**, the following described property, rights, and interests:

### **1. DEFINITIONS**

**1.1 Loan Documents** means this Mortgage, the Note, any guaranty (including the personal guaranty of Derek and Jessica Wright), any construction/draw agreement, and all other agreements or instruments executed in connection with the loan.

**1.2 Property** means:

(a) the real property located at **59 Calmont Woods Drive, Montevallo, AL 35115**, situated in **Shelby County, Alabama**, more particularly described on **Exhibit A** attached hereto (the "Land");

- (b) all buildings, improvements, fixtures, and appurtenances now or hereafter located on the Land;
- (c) all easements, rights-of-way, strips and gores, water rights, minerals (to the extent owned), and other rights and interests benefiting the Land; and
- (d) all replacements and additions thereto.

1.3 **Rents** means all rents, income, profits, issues, and revenues of the Property from any source.

## **2. GRANT OF SECURITY INTEREST; POWER OF SALE**

**2.1 Mortgage and Security Interest.** Borrower mortgages and conveys the Property to Lender as security for:

- (a) payment of the Note and all sums due thereunder;
- (b) performance of all obligations under the Loan Documents; and
- (c) all future advances and protective expenditures made by Lender as permitted herein.

**2.2 Power of Sale.** Borrower grants Lender the **power of sale** as set forth in this Mortgage and under Alabama law. Upon an Event of Default, Lender may, without limitation of any other remedies available to Lender hereunder and/or under applicable law, foreclose **non-judicially** by sale of the Property as provided herein.

## **3. OBLIGATIONS SECURED**

This Mortgage secures:

- (a) principal, interest (including default interest), fees, costs, and expenses due under the Note;
- (b) all other indebtedness and obligations of Borrower and the other makers of the Note to Lender arising under the Loan Documents;
- (c) Lender's protective advances and expenditures (including insurance, taxes, liens, attorneys' fees) made to protect the Property or Lender's rights; and
- (d) any extensions, renewals, modifications, and replacements of the foregoing.

## **4. BORROWER COVENANTS**

Borrower covenants and agrees:

**4.1 Payment and Performance.** Borrower shall pay all sums due under the Note and perform all obligations under the Loan Documents.

**4.2 Loan Origination Fee.** Borrower shall pay to the Lender a fee equal to 2% of the borrowed principal amount at the time of closing for the cost to make the proceeds available to the borrower in accordance with the terms of the Note.

**4.3 Taxes and Assessments.** Borrower shall pay all real estate taxes, assessments, and governmental charges when due. If Borrower fails, Lender may pay the same and such amounts shall become secured obligations under this Mortgage.

**4.4 Insurance.** Borrower shall maintain insurance as required by Lender, including hazard and/or builder's risk coverage (as applicable), with Lender named as mortgagee and loss payee. Borrower shall promptly deliver evidence of coverage to Lender.

**4.5 Maintenance; No Waste.** Borrower shall maintain the Property in good repair and condition and shall not commit waste or permit impairment of the Property.

**4.6 Compliance With Laws.** Borrower shall comply with all applicable laws, ordinances, and regulations affecting the Property, including building codes and permitting requirements for rehabilitation work.

**4.7 Liens.** Borrower shall keep the Property free of all liens other than those approved in writing by Lender. Borrower shall promptly discharge any mechanic's or materialman's liens or other claims.

**4.8 Due-on-Sale; Transfers.** Borrower shall not sell, convey, transfer, lease (except as approved), assign, or otherwise dispose of any interest in the Property without Lender's prior written consent. Any prohibited transfer constitutes an Event of Default.

**4.9 Access; Inspections.** Lender and its agents may enter the Property at reasonable times (and after default, at any time permitted by law) to inspect, appraise, or protect the Property.

**4.10 Condemnation.** Borrower shall notify Lender promptly of any condemnation or taking affecting the Property. Condemnation proceeds shall be applied as Lender determines to restoration or to the indebtedness.

**4.11 Casualty.** Borrower shall promptly notify Lender of any casualty or loss. Insurance proceeds shall be applied as Lender determines to restoration or to the indebtedness.

## 5. ASSIGNMENT OF RENTS

**5.1 Absolute Assignment; License.** Borrower hereby absolutely assigns to Lender all Rents. Until an Event of Default, Borrower may collect and use Rents under a revocable license.

**5.2 Post-Default Rights.** Upon an Event of Default, Lender may revoke Borrower's license and may collect Rents directly, apply them to the indebtedness, and take reasonable steps to obtain possession or appoint a receiver as permitted by law or the Loan Documents.

## 6. FUTURE ADVANCES; PROTECTIVE ADVANCES

**6.1 Future Advances.** This Mortgage secures future advances and other amounts advanced by Lender to or for the benefit of Borrower under the Loan Documents, whether or not obligatory.

**6.2 Protective Advances.** Lender may (but is not obligated to) pay taxes, insurance, liens, or other amounts to protect its interest. All such sums shall bear interest at the rate set forth in the Note (or the maximum lawful rate) and are secured by this Mortgage.

## 7. REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants:

**7.1 Organization and Authority.** Borrower is duly organized and in good standing and has full authority to execute the Loan Documents.

**7.2 Title.** Borrower has or will acquire good and marketable title to the Property subject only to permitted exceptions.

**7.3 No Litigation.** No litigation or proceeding exists that would materially affect Borrower or the Property.

**7.4 Business Purpose; Non-Owner-Occupied.** The loan is for business/investment purposes and the Property will not be occupied by Borrower or any principal as a primary residence.

## 8. EVENTS OF DEFAULT

An “Event of Default” includes, without limitation:

- (a) failure to pay any sum when due under the Note or Loan Documents;
- (b) breach of any covenant, representation, or warranty in the Loan Documents;
- (c) unauthorized transfer of the Property or any interest therein;
- (d) insolvency, receivership, or bankruptcy filing by or against Borrower or any guarantor;
- (e) mechanic’s liens or other liens not discharged promptly;
- (f) abandonment, waste, or material deterioration of the Property;
- (g) false statements or fraud in connection with the loan.

## 9. REMEDIES; ACCELERATION

Upon an Event of Default, Lender may declare all sums due under the Note and Loan Documents immediately due and payable (acceleration) and exercise any remedy available under the Loan Documents or at law or in equity, including foreclosure under the power of sale.

## 10. FORECLOSURE UNDER POWER OF SALE

**10.1 Notice and Sale.** Upon an Event of Default, Lender may foreclose this Mortgage by selling the Property at public outcry to the highest bidder for cash, in accordance with Alabama law and

the terms of this Mortgage, at the courthouse door of the county in which the Property is located, or such other place as permitted by law.

**10.2 Publication.** Lender may provide notice of sale by publication as required by Alabama law and/or as set forth in this Mortgage.

**10.3 Postponement.** Lender may postpone the sale from time to time as permitted by law, and notice of postponement may be given as permitted by Alabama law.

**10.4 Credit Bid.** Lender may bid at the sale and may credit bid all or any portion of the indebtedness.

**10.5 Deed.** The conveyance shall be made by foreclosure deed, without warranty except as required by law, and shall vest all right, title, and interest of Borrower in the purchaser.

**10.6 Application of Proceeds.** Proceeds shall be applied in the following order:

- (a) costs and expenses of sale, including attorneys' fees;
- (b) amounts due under the Note and Loan Documents;
- (c) other amounts secured hereby;
- (d) any surplus to the person(s) legally entitled thereto.

## **11. ATTORNEYS' FEES; COSTS**

Borrower shall pay all costs and expenses incurred by Lender in enforcing the Loan Documents, protecting the Property, or exercising remedies, including reasonable attorneys' fees, appraisal fees, property management fees, and costs of collection, whether or not suit is filed.

## **12. WAIVERS; OTHER PROVISIONS**

**12.1 Waiver of Defenses.** Borrower waives presentment, demand, notice of dishonor, and protest to the extent permitted by law.

**12.2 No Waiver.** Lender's failure to exercise any right shall not waive that right.

**12.3 Severability.** If any provision is unenforceable, the remainder shall remain in effect.

**12.4 Headings.** Headings are for convenience only.

**12.5 Successors and Assigns.** This Mortgage binds Borrower and its successors and benefits Lender and its successors and assigns. Lender may assign the Loan Documents.

**12.6 Time of the Essence.** Time is of the essence.

## **13. GOVERNING LAW; VENUE**

This Mortgage shall be governed by the laws of the **State of Alabama**. Borrower consents to venue, at Lender's election, in the county where the Property is located and/or any other court of competent jurisdiction permitted by law.

## 14. NOTICES

All notices required under the Loan Documents shall be in writing and delivered by certified mail (return receipt), nationally recognized overnight courier, or other method providing confirmation of receipt, to the addresses below (or to such other address as a party may designate in writing):

**Borrower:**

Greater Path Properties, LLC  
492 County Road 1053  
Montevallo, AL 35115

**Lender:**

Aspire Business Consulting, Inc.  
Attn: Daniel Wagner  
1015 Virginia Drive, Suite 100  
Ft. Washington, PA 19034

## 15. UCC FIXTURES; ADDITIONAL ASSURANCES

**15.1 Fixture Filing.** This Mortgage constitutes a financing statement covering fixtures and may be filed in the real property records.

**15.2 Further Assurances.** Borrower shall execute any additional documents reasonably requested by Lender to effectuate this Mortgage and perfect Lender's security interest.

## 16. ENTIRE AGREEMENT

This Mortgage, together with the other Loan Documents, constitutes the entire agreement relating to the loan and supersedes prior discussions.

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the Effective Date.

**MORTGAGOR / BORROWER:**

**Greater Path Properties, LLC**  
an Alabama limited liability company

By: Derek Wright  
Name: Derek Wright  
Title: Member  
Date: 1-5-26

**MORTGAGEE / LENDER:**

**Aspire Business Consulting, Inc.**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name: **Daniel Wagner**  
Title: **CEO**  
Date: \_\_\_\_\_

## **ACKNOWLEDGMENT (NOTARY)**

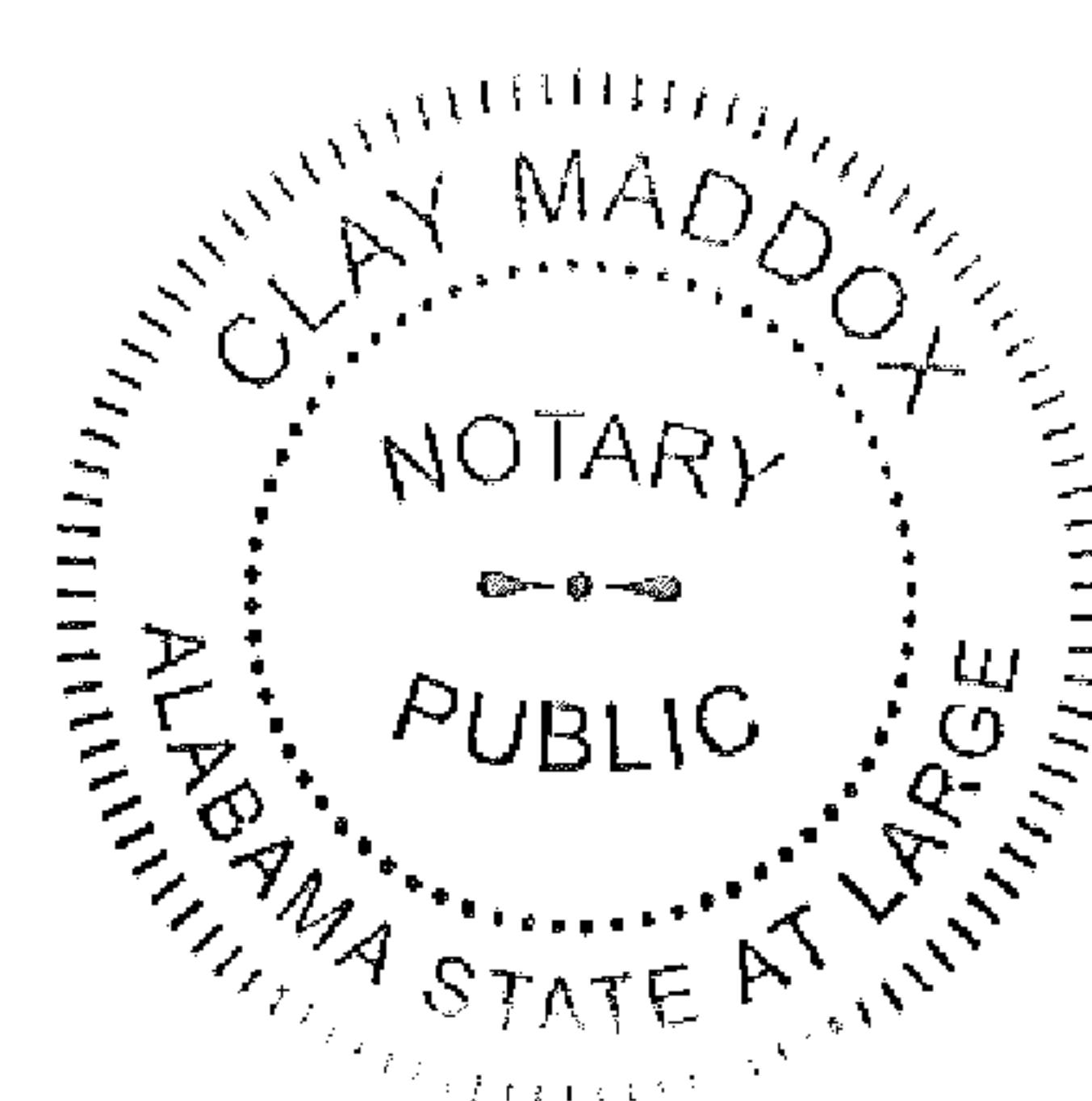
**STATE OF ALABAMA**

**COUNTY OF Chilton**

I, the undersigned Notary Public, hereby certify that on this day personally appeared before me Derek Wright, who is known to me (or satisfactorily proven) to be the person who executed the foregoing instrument on behalf of **Greater Path Properties, LLC**, and acknowledged that he/she executed the same voluntarily for the purposes therein contained.

Given under my hand and official seal this 5<sup>th</sup> day of January, 2026.

Notary Public: C. M. Maddox  
My Commission Expires: 4-25-27  
(SEAL)



## EXHIBIT A – LEGAL DESCRIPTION

Lot 5 according to the Survey of Calmont Subdivision, as recorded in Map Book 4, Page 4, in the Probate office of Shelby County, Alabama.

LESS AND EXCEPT that part of said lot condemned by the state in condemnation case #29-138, more particularly described as:

A part of Lot No. 5 according to the survey of the Calmont Subdivision the map or plat of which is recorded in Map Book 4, Page 4, in the Office of the Judge of Probate of Shelby County, Alabama and being more fully described as follows: Commencing at the Northwest corner of said lot; thence southerly along the West line of said lot a distance 380 feet, more or less, to the point of beginning of the property herein to be conveyed, said point of beginning being on a line which extends from a point that is 40 feet northeasterly of and at right angles to the centerline of Project No. OLB-059-025-001 at Station 83+00 to a point that is 45 feet northeasterly of and at right angles to the centerline of said Project at Station 95+75; thence southeasterly along a line a distance of 32 feet, more or less, to said point that is 45 feet northeasterly of and at right angles to the centerline of said Project at Station 95+75; thence northeasterly along a line a distance of 98 feet, more or less, to a point on the present northwest right of way line of Lake Woods Drive the Southeast line of said lot, that is northwesterly of and at right angles to the traverse of said drive at Station 2+00; thence southwesterly along said Southeast line a distance of 80 feet, more or less, to the present Northeast right of way line of Alabama Highway No. 25, the Southwest line of said lot; thence northwesterly along said Southwest line a distance of 90 feet, more or less, to the West line of said lot; thence northerly along said West line a distance of 16 feet, more or less, to the point of beginning.




**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**01/07/2026 11:07:13 AM**  
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