

2020-016903

Klamath County, Oregon

12/28/2020 02:07:01 PM

Fee: \$97.00

Mortgage Agreement

After Recording Return To:
Country Mile Land LLC
312 W. 2nd St, Suite 1152
Casper, WY 82601

11/29/2020

MORTGAGE AGREEMENT

Loan Amount: \$49,217.22

THIS MORTGAGE AGREEMENT (the "**Mortgage**") is made and entered on **November 29, 2020** by and between **Country Mile Land LLC**, a Wyoming Limited Liability Company located at 312 W. 2nd St, Suite 1152, Casper, WY 82601 (the "**Borrower**"), and **Labrador Land Company, LLC**, an Alabama Limited Liability Company located at 9164 Eastchase Pkwy, #131, Montgomery, AL 36117 (the "**Lender**").

WHEREAS, the Borrower and the Lender enter into a Shared Appreciation Note (the "**Promissory Note**") executed simultaneously with this Mortgage and dated the same.

WHEREAS, the Borrower agrees to borrow from the Lender, and the Lender agrees to lend to the Borrower a sum of \$49,217.22 (the "**Principal Amount**").

WHEREAS, to secure the performance of all the terms, covenants, agreements, conditions and obligations of the Promissory Note and this Mortgage, the Borrower wishes to grant to the Lender its rights, title and interest to the property listed in [Exhibit A] attached herein (the "**Property**").

NOW THEREFORE, in consideration of the loan for the Principal Amount plus Shared Appreciation as described in the Promissory Note, the Borrower and Lender hereby agree as follows:

1. **GRANT:** The Borrower hereby grants and conveys to the Lender all rights, title and interest to the Property, including all buildings, improvements and fixtures now and hereafter existing thereon, as security for the repayment of the Promissory Note and the performance of the covenants and agreements set forth in this Mortgage.
2. **PAYMENT:** The Borrower promises to pay the Principal Amount and shared appreciation pursuant to the terms and conditions of the Promissory Note and this Mortgage, and any other reasonable charges or additional amounts set out in or secured by the Promissory Note and this Mortgage.
3. **SENIOR MORTGAGES:** No superior mortgage or the note secured by it will be modified without the consent of the Lender hereunder.
4. **TAX AND INSURANCE:** If the holder of a senior mortgage does not establish a fund for the payment of insurance, property taxes, and any other such charges which may or may not become a lien against the Property, when they become due, the Borrower will be required to pay, in addition to and included with each periodic payment due under the Promissory Note secured by this Mortgage, a payment sufficient to provide a fund from which the same can be paid by the Lender when due.
5. **RIGHTS OF LENDER:** In the event that Borrower fails to carry out the covenants and agreements set forth in this Mortgage, the Lender may do a pay for whatever is necessary to protect the value of and the Lender's rights in the Property, and any amounts so paid shall be added to the Principal Amount due to the Lender hereunder.

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6. **ASSIGNED RENTS:** As additional security hereunder, the Borrower hereby assigns to the Lender any rents on the Property received by the Borrower, and upon default such rents may be collected without the necessity of making entry upon the Property.
7. **ACCELERATION UPON DEFAULT:** In the event that any condition of this Mortgage shall be in default for more than 30 days, the entire outstanding balance of the Principal Amount and any shared appreciation due thereon shall become immediately due and payable at the option of the Lender. The Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred. The Lender shall notify the Borrower of a default and of Lender's intent to accelerate the aforementioned payments. Borrower has the option to deed all Property covered by this Mortgage to the Lender within 30 days of said notice as an alternative to a cash repayment.
8. **POWER OF SALE:** In the event of default under this Mortgage, the Lender may at its option foreclose and force a sale of the Property without judicial proceeding.
9. **SECURITY INTEREST:** This Mortgage is also security for all other direct and contingent liabilities of the Borrower to the Lender that are due or become due and whether now existing or hereafter contracted.
10. **REPAIR AND MAINTENANCE:** The Borrower shall not commit waste or permit others to commit actual, permissive or constructive waste on the Property. The Borrower shall maintain the Property and shall not allow the Property to deteriorate or decrease in value due to its condition. If the Property is damaged, the Borrower shall promptly repair the Property to avoid further deterioration or damage, unless repair or restoration is not economically feasible.
11. **BORROWER COVENANTS:** The Borrower further covenants and warrants to the Lender that the Borrower is the legal owner of and has the right to grant and convey the Property and that the Property is free and clear of all encumbrances except for encumbrances of record.
12. **OWNERSHIP TRANSFER:** In the event that the Borrower transfers ownership, be it either legal or equitable, or any security interest in the Property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.
13. **ASSIGNMENT:** The Borrower may assign all or any portion of this Agreement with written notice to the Lender. The Lender may also assign all or any portion of this Agreement with written notice to the Borrower.
14. **NO WAIVER:** No party shall be deemed to have waived any provision of this Mortgage or the exercise of any rights held under this Mortgage unless such waiver is made expressly and in writing. Waiver by any party of a breach or violation of any provision of this Mortgage shall not constitute a waiver of any other subsequent breach or violation.
15. **DISCHARGE:** Upon payment in full by the Borrower of the Note and all other instruments secured by this Mortgage, this Mortgage shall be terminated, and the Lender shall provide the Borrower the appropriate notice of termination.
16. **NOTICES:** All notices must be in writing and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail to the address stated above.
17. **SEVERABILITY:** If any provision of this Mortgage is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been in this Mortgage.

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18. **GOVERNING LAW:** This Mortgage shall be governed by and constructed in accordance with the laws of the State of Wyoming, without giving effect to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Mortgage to be duly executed to be effective as of the date first above written.

BORROWER: Country Mile Land LLC, a Wyoming Limited Liability Company.

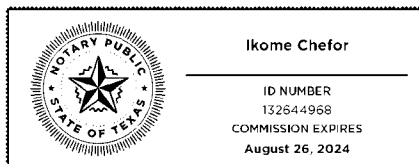
By: Nasir Rizvi 11/29/2020
SIGNATURE DATE
Nasir Rizvi, Managing Member
PRINTED NAME & TITLE

WITNESS: Notary Public

By: [Signature] Ikome Chefor 11/29/2020
SIGNATURE DATE
08/26/2024
MY COMMISSION EXPIRES ON

Texas
Harris

(seal)
Acknowledged Before me on 11/29/2020
by Nasir Rizvi



LENDER: Notarized online using audio-video communication
Labrador Land Company, LLC, an Alabama Limited Liability Company.

By: Chet E Swartzentruber 11/30/2020
SIGNATURE DATE
Chet E. Swartzentruber, Member
PRINTED NAME & TITLE

WITNESS: Notary Public

By: Katrina Kirby 11/30/2020
SIGNATURE DATE
08/31/2024
MY COMMISSION EXPIRES ON

(seal)



Exhibit A

<u>County/State</u>	<u>Account Number</u>	<u>Acreage</u>	<u>Legal Description</u>	<u>Amount Of Lien</u>
Klamath/Oregon	240812	0.35	Lot 44 of Block 41 in Tract 1184 – Oregon Shores – Unit 2 – 1 st addition	\$4,350
Klamath/Oregon	233429	0.37	Lot 24 of Block 39 in Tract 1184 – Oregon Shores – Unit 2 – 1 st addition	\$3,358
Klamath/Oregon	240974	0.42	Lot 24 of Block 44 in Tract 1184 – Oregon Shores – Unit 2 – 1 st addition	\$3,358
Klamath/Oregon	225296	0.23	Lot 24 in Block 10 Oregon Shores Subdivision – Tract #1053	\$3,424.20
Klamath/Oregon	225330	0.23	Lot 20 in Block 10 Oregon Shores Subdivision – Tract #1053	\$3,100
Klamath/Oregon	225045	0.26	Lot 26 in Block 8 Oregon Shores Subdivision – Tract #1053	\$3,358
Klamath/Oregon	239398	0.26	Lot 8 of Block 45 in Tract 1184 – Oregon Shores – Unit 2 – 1 st addition	\$2,932.20
Klamath/Oregon	464358	1.96	Lot 10, Block 38, Klamath Falls Forest Estates Highway 66, Plat No. 2	\$4675.50
Klamath/Oregon	237693	0.63	Lot 17 of Block 30 in Tract 1184 – Oregon Shores – Unit 2 – 1 st addition	\$5,350