## MORTGAGE AGREEMENT

THIS MORTGAGE AGREEMENT (the "Agreement") is made as of this 15th day of October, 2025 (the "Effective Date"), by and between ATLANTIC MORTGAGE COMPANY, LLC, a Delaware limited liability company, with its principal place of business at 200 Harbor Road, Wilmington, Delaware 19801 ("Lender"), and JANE A. DOE, an individual residing at 123 Maple Street, Dover, DE 19901 ("Borrower").

RECITALS A. Borrower has requested, and Lender is willing to make, a loan (the "Loan") to Borrower in the principal amount set forth below, secured by a mortgage (this "Mortgage") on the Property described below, subject to the terms and conditions set forth herein.

AGREEMENT NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. DEFINITIONS. For purposes of this Agreement, the following terms shall have the following meanings: (a) "Property" means the real property, together with all improvements thereon, located at 456 Oak Avenue, Dover, Delaware 19901, and more particularly described in Exhibit A attached hereto. (b) "Note" means the promissory note executed by Borrower in favor of Lender evidencing the Loan and incorporating the terms of this Mortgage. (c) "Default Rate" means an interest rate equal to nine percent (9.00%) per annum above the Interest Rate, compounded monthly, retroactive to the date of default.
- 2. LOAN. Lender agrees to make and Borrower agrees to accept a loan in the principal amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) (the "Principal"). The Loan shall bear interest at a fixed interest rate of twelve percent (12.00%) per annum (the "Interest Rate"). Interest shall accrue daily on the outstanding Principal and shall be payable monthly in arrears on the first day of each calendar month.
- 3. TERM; REPAYMENT. The term of the Loan shall be thirty (30) years. Borrower shall make equal monthly installments of principal and interest sufficient to amortize the Loan over thirty (30) years. Notwithstanding the foregoing, the Lender may demand acceleration upon the occurrence of an Event of Default as provided in Section 8.
- 4. FEES; COSTS; ESCROW. (a) Borrower shall pay to Lender, on the Effective Date, an origination fee equal to four percent (4.00%) of the Principal (\$14,000.00). (b) Borrower shall reimburse Lender for all costs and expenses incurred in connection with the Loan, including, but not limited to, title insurance premiums, recording fees, attorney's fees, appraisal fees (\$550.00 estimated), property inspection fees, courier and document preparation fees, and any administrative and processing fees. (c) Borrower shall fund an escrow account for the payment of taxes, insurance premiums, and other charges in the initial amount of Three Thousand Five Hundred Dollars (\$3,500.00). Lender shall have the right to advance funds to pay any such obligations and to charge such advances to Borrower with interest at the Default Rate.
- 5. PREPAYMENT; PENALTIES. (a) Borrower shall not prepay the Loan in whole or in part without providing thirty (30) days' prior written notice to Lender. (b) If Borrower prepays all or any portion of the Loan within the first five (5) years from the Effective Date, Borrower shall pay a prepayment penalty equal to three percent (3.00%) of the outstanding principal prepaid.
- 6. LATE PAYMENTS; DEFAULT; ACCELERATION. (a) If any payment is not received by Lender within five (5) days after the due date, Borrower shall pay a late charge equal to five percent (5.00%) of the overdue payment. (b) The occurrence of any one or more of the following shall constitute an Event of Default: (i) failure to pay any amount due hereunder within ten (10) days of its due date; (ii) failure to maintain insurance as required by

Section 7; (iii) Borrower's insolvency, assignment for the benefit of creditors, appointment of a receiver for Borrower's assets, or commencement of a bankruptcy proceeding by or against Borrower (unless dismissed within thirty (30) days); (iv) any transfer of the Property without Lender's prior written consent; or (v) material breach of any covenant or representation contained herein. (c) Upon the occurrence of an Event of Default, Lender may declare the entire unpaid principal balance, together with all accrued interest, fees and expenses, immediately due and payable, and may exercise any and all rights and remedies provided by this Agreement or applicable law, including foreclosure and the right to collect costs and expenses incurred in connection with such remedies, including reasonable attorneys' fees.

- 7. INSURANCE; MAINTENANCE; TAXES. (a) Borrower shall at all times maintain fire, hazard and casualty insurance covering the Property in an amount at least equal to the full replacement cost thereof. Lender shall be named as mortgagee under each policy. If Borrower fails to obtain and maintain such insurance, Lender may obtain such insurance and charge the cost to Borrower at the Default Rate. (b) Borrower shall pay, when due, all taxes, assessments and charges levied or assessed against the Property. In the event Borrower fails to pay any such taxes, Lender may pay such taxes and charge Borrower for the cost thereof together with interest at the Default Rate.
- 8. ASSIGNMENT; WAIVER. (a) Lender may assign or transfer this Mortgage or the Note without the consent of Borrower. (b) Borrower hereby waives, to the fullest extent permitted by law, Borrower's right to a jury trial in any action relating to the Note or this Mortgage, and Borrower waives the right to participate in any class action against Lender.
- 9. ARBITRATION; VENUE. (a) All disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association to be conducted in Wilmington, Delaware. The decision of the arbitrator shall be final and binding. (b) Notwithstanding the foregoing, Lender may seek injunctive or equitable relief in any court of competent jurisdiction, and Borrower consents to jurisdiction and venue in New Castle County, Delaware for such purpose.
- 10. ATTORNEYS' FEES AND COSTS. In the event of any suit or proceeding arising out of or related to this Mortgage or the Note, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred in connection therewith.
- 11. GOVERNING LAW. This Mortgage shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have executed this Mortgage as of the Effective Date first written above.

LENDER: ATLANTIC MORTGAGE COMPANY, LLC	
Ву:	Name: Michael R. Banks Title: Chief Loan Officer
BORROWER: JANE A. DOE	
Ву:	Name: Jane A. Doe Title: Borrower