## MORTGAGE AGREEMENT

THIS MORTGAGE AGREEMENT (the "Agreement") is made as of this 15th day of October, 2025 (the "Effective Date"), by and between COMMUNITY FIRST LENDING, with its principal place of business at 50 Community Plaza, Newark, DE 19711 ("Lender"), and EMILY R. CARTER, an individual residing at 88 Willow Drive, Middletown, DE 19709 ("Borrower").

RECITALS Borrower has applied for and Lender has agreed to make, a loan upon the terms set forth below.

AGREEMENT NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

- 1. DEFINITIONS. "Property" means the real property located at 10 Chestnut Road, Middletown, Delaware 19709, more particularly described in Exhibit A attached hereto.
- 2. LOAN; INTEREST RATE. Lender shall make to Borrower a loan in the principal amount of One Hundred Ninety Thousand Dollars (\$190,000.00). The Loan shall bear interest at a fixed interest rate of two percent (2.00%) per annum (the "Interest Rate"). Interest shall accrue on the outstanding principal balance and be payable monthly in arrears on the first day of each month. In the event of any payment default, the Interest Rate shall not exceed three percent (3.00%) per annum.
- 3. TERM; REPAYMENT; PREPAYMENT. The Loan shall have a term of thirty (30) years and shall be fully amortizing with equal monthly payments of principal and interest. Borrower may prepay the Loan in whole or in part at any time without penalty. Borrower may request reamortization following any substantial prepayment at no charge.
- 4. FEES; CLOSING COSTS. Lender shall pay customary closing costs, including title insurance premiums, recording fees, and appraisal fees. Borrower shall pay any optional third-party costs selected by Borrower, including expedited services, at Borrower's expense. No origination fee shall be charged to Borrower.
- 5. ESCROW; TAXES; INSURANCE. Borrower shall not be required to establish an escrow account for taxes or insurance unless Borrower elects to do so in writing. Borrower shall maintain hazard and casualty insurance in an amount sufficient to cover the replacement cost of improvements. Lender may not obtain force-placed insurance except after notice and a reasonable opportunity to cure.
- 6. DEFAULT; CURE; LOSS MITIGATION. An Event of Default shall occur only upon Borrower's failure to make any payment within sixty (60) days after the due date. In the event of an alleged default, Lender shall provide Borrower with written notice and afford Borrower a minimum of sixty (60) days to cure such default. Prior to initiating foreclosure, Lender shall consider commercially reasonable loss mitigation options, including loan modification, deferral, or forbearance.
- 7. LIMITATION OF LIABILITY; NON-RECOURSE. Lender's remedies shall be limited to the Property and collateral expressly pledged; Lender waives the right to seek a personal deficiency judgment against Borrower to the fullest extent permitted by applicable law.
- 8. ASSIGNMENT. Lender shall not assign the Loan or this Mortgage without Borrower's prior written consent, which consent shall not be unreasonably withheld. Any permitted assignee shall assume Lender's obligations under this Mortgage and shall notify Borrower in writing within thirty (30) days of such assignment.
- 9. DISPUTE RESOLUTION; JURY TRIAL. Any controversy arising out of or relating to this Mortgage shall be resolved in a court of competent jurisdiction in the county where the

Property is located, and Borrower shall have the right to a jury trial. Lender waives its right to demand arbitration.

- 10. ATTORNEYS' FEES. If Borrower prevails in any action between the parties relating to this Mortgage, Lender shall pay Borrower's reasonable attorneys' fees and costs. If Lender prevails, Borrower shall pay only those reasonable fees awarded by a court.
- 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 Agreement as of the Effective Date first above written

above written.	
LENDER: COMMUNITY FIRST LENDIN	NG
By:Operations	Name: Daniel K. Morris Title: Director of Mortgage
BORROWER: EMILY R. CARTER	
Ву:	Name: Emily R. Carter Title: Borrower