File No: ITA-

Iconic Title Agency LLC​​

​​

1815 Lakewood Road
Suite 127
Toms River, NJ 08755​​

**------------------------------------------------ SPACE ABOVE THIS LINE FOR RECORDING DATA ONLY --------------------------------------------**

**CREDIT SALE DEED**

**(Sale With Mortgage)**

 BE IT KNOWN that on the date(s) inscribed below, before me (us), the undersigned Notary (Notaries) Public, and in the presence of the undersigned witnesses, personally came and appeared:

 **​​, (SSN:** **​​)**, whose mailing address is**​​**, hereinafter referred to as ‘Vendor’.

 Vendor declared that Vendor does hereby SELL, BARGAIN, GRANT, CONVEY AND DELIVER, with full warranty of title and subrogation to all rights and actions of warranty Vendor may possess unto:

 **​​, (SSN:** **​​)**, whose mailing address is**​​**, hereinafter referred to as ‘Vendee’

 Vendor grants unto Vendee all of Vendor's right, title and interest in and to the following described Property, to-wit:

*FOR PROPERTY DESCRIPTION, SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF.*

**Municipal address:**

 The Property is conveyed by Vendor subject to all matters of record, including covenants, restrictions, easements and servitudes. Vendee hereby acknowledges the delivery and possession of the Property, subject to all matters of record, but without the intent to ratify, extend or reestablish same.

 Vendor declared unto me that this sale is made and accepted for and in consideration of the price and sum of payable as follows: $\_\_\_\_\_\_\_\_\_\_\_​​ cash in hand, and one promissory note for the sum of ​​ dollars ($\_\_\_\_\_\_\_\_\_\_\_​​), drawn by the purchaser to the order of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_​​ or Any Future Holder, of even date herewith, payable in equal installments of \_\_\_\_\_\_\_\_\_\_​​ per month beginning on  , 202 ​​ , and a final payment of \_\_\_\_\_\_\_\_\_\_​​, due on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_​​, which said note stipulates to bear interest at the rate of ​​ percent (​​%) per annum from this date until paid, and after having been paraphed "Ne Varietur" by me, Notary, has been delivered to the said vendor who hereby acknowledges the receipt thereof.

**AND NOW, to secure the prompt payment of the sums due, the Vendee / Mortgagor does hereby agree and covenant as follows:**

**DURATION OF MORTGAGE.** I agree that the Property is to remain mortgaged to Mortgagee until my Mortgage Note is returned to me by Mortgagee marked “PAID” or “CANCELED, or until I mark the Note “PAID” or “CANCELED” after it is returned to me.

**PROHIBITIONS REGARDING PROPERTY**. So long as this Mortgage remains in effect, I will not, without the prior written consent of Mortgagee, sell, transfer, forego, assign, pledge, do anything or permit anything to be done that may in any way affect Mortgagee’s security interests and rights in and to the mortgaged Property, or create or permit to exist any Encumbrance in or against any of the Property, in favor of any person other than Mortgagee.

**REPRESENTATIONS AND WARRANTIES CONCERNING THE PROPERTY.** Except as previously disclosed to Mortgagee in writing, I represent and warrant that: (A) I am and will continue to be the lawful owner of the Property; (B) I have the right to mortgage the Property to Mortgagee; (C) as of the time this Mortgage is recorded, there are no Encumbrances affecting the Property; (D) the security rights and interest granted under this Mortgage will at no time become subordinate or junior to any security rights, interests, Encumbrances, or claims of , or in favor of, any person, firm, corporation, or other entity; and (E) this Mortgage is binding upon me as well as my heirs, successors, legatees, administrators, executors, representatives and assigns, and is legally enforceable in accordance with its terms. The above representations and warranties, and all other representations and warranties contained in this Mortgage, are and will be continuing in nature and will remain in full force and effect until such time as this Mortgage is canceled in the manner provided herein.

**ABANDONMENT: USE OF MORTGAGED OF PROPERTY.** So long as this Mortgage remains in effect, I agree nor to abandon, or permit others to abandon, or commit waste of, or destroy the Property. I further agree to observe and abide by and to cause others to observe and abide by all laws, rules, regulations and ordinances, as well as all policies of insurance, affection the Property or its use.

**REQUIRED INSURANCE.** I agree to maintain insurance on the Property at my expense for as long as this Mortgage remains in effect. This insurance is to be in the amounts and of the types required by Mortgagee and must be issued by a financially responsible insurance company or companies acceptable to Mortgagee. I agree to name Mortgagee as a lender loss payee beneficiary under such insurance policies, which must contain noncontributory lender loss payable clauses in Mortgagee’s favor. My policies of insurance must also contain a provision prohibiting the cancellation or alteration of such insurance without at least thirty (30) days prior written notice to Mortgagee. I further agree to provide Mortgagee with originals or certified copies of such insurance policies along with evidence that I have paid the policy premiums and all renewal premiums when due. Should the Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, I agree to obtain and maintain Federal Flood Insurance to the extent such insurance is required and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, or the maximum limit of coverage that is available, whichever is less.

I further agree that Mortgagee shall have the right to directly receive all proceeds payable under my insurance policies. Should I receive any such insurance proceeds, I agree immediately to turn such proceeds over and pay the same to Mortgagee. Mortgagee may apply such insurance proceeds at its sole option and discretion (after payment of all reasonable costs, expenses and attorneys’ fees incurred by Mortgagee), for the purpose of (A) repairing, replacing or restoring the lost, stolen or damaged Property, or (B) reducing the outstanding balance of the indebtedness, and repaying all Additional Advance that Mortgagee may have advanced on my behalf as provided under this Mortgage, together with interest thereon, in the manner provided under this Mortgage.

**TAXES.** I agree to promptly pay when due all taxes, local and special assessments and other governmental charges of every type and description that may from time to time be imposed, assessed, or levied against the Property. I further agree to provide Mortgagee with evidence that such taxes, assessments and other governmental charges have been paid in fill and in a timely manner.

**ALTERATIONS.** I agree not to, without Mortgagee’s prior written consent, demolish, remove, construct, restore, add to, or alter any buildings or other improvements to the Property. Mortgagee may condition its consent to permit me to demolish or to remove any improvements to the Property upon my agreement to replace such improvements with new improvements of at least equal value satisfactory to Mortgagee.

**INSPECTION.** I agree that Mortgagee or Mortgagee’s agents shall have the right from time to time to inspect the Property wherever located.

**REPAIRS AND MAINTENANCE.** I agree to keep and maintain, and to cause others to keep and maintain, the Property in good order, repair and condition at all times while this Mortgage remains in effect. I further agree to pay when due all claims for work done on, or services rendered or material furnished in connection with the Property so that no Encumbrance may ever attach to or be filed against the Property.

**DEFAULT.** The following are Events of Default under this Mortgage:

 **Payment Default.** I fail to make any payment when due under the Indebtedness.

**Other Defaults.** I fail to comply with, or perform under the terms and conditions of this Mortgage, or I fail to comply with, or perform under the terms and conditions of any other loan or agreement in favor of Mortgagee.

 **Death.** I, or any guarantor of the Indebtedness, dies.

**Insolvency.** I or any guarantor becomes insolvent, or applies for bankruptcy or other relief from creditors.

**Taking of the Property.** Any creditor or governmental agency tries to take any of the Property or any other of my property in which Mortgagee has a lien. This includes taking of, garnishing of or levying on my accounts with Mortgagee.

**False Statements.** Any representation or statement make or furnished to Mortgagee by me or on my behalf under this Mortgage, the indebtedness, or the Related Documents is false or misleading in any material respect, either now or at the time make or furnished

**MORTGAGEE’S RIGHTS IN EVENTS OF DEFAULT.** Should one or more Events of Default occur or exist, Mortgagee shall have the following rights in addition to any other rights Mortgagee may have:

**Accelerate Payment.** To accelerate payment of any and all amounts which I may owe to Mortgagee under the Indebtedness, in principal, interest, costs, expenses, attorneys’ fees and other fees and charges.

**Foreclosure.** To commence appropriate foreclosure proceedings under this Mortgage under ordinary or executory process, under which Mortgagee may cause the Property to be immediately seized and sold, with or without appraisal, in regular session of court or in vacation, in accordance with applicable Louisiana law, without the necessit6y of further demanding payment from me, or of notifying me, or of placing me in default.

**Confession of Judgment.** For purposes of foreclosure under Louisiana executory process procedures, I confess judgment and acknowledge to be indebted to Mortgagee up to the full amount of the aforesaid Note, in principal, interest, costs, expenses, reasonable attorneys’ fees and other fees and charges, up to a total amount equal to two times the face amount of the Note. To the extent permitted under applicable Louisiana law, I am waiving: (1) the benefit of appraisal as provided in Articles 2332, 2336, 2723, and 2724 of the Louisiana Code of Civil Procedures, and all other laws with regard to appraisal upon judicial sale; (2) the demand and three (3) days’ delay as provided under Articles 2639 and 2721 of the Louisiana Code of Civil

Procedure; (3) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (4) the three (3) days’ delay provided under Articles 2331 and 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above. I further agree that any declaration of fact made by authentic act before a Notary Public and two witnesses, by a person declaring that such facts are within his or her knowledge, shall constitute authentic evidence of such facts for purposes of foreclosure under applicable Louisiana law and for purposes of La. R.S. 9:3504 (D)(6) and La. R.S. 10:9-508, to the extent applicable.

**Cumulative Remedies.** I agree that the above remedies are cumulative in nature and nothing under this Mortgage shall limit or restrict the remedies available to Mortgagee following any Event of Default under this Mortgage.

**Keeper.** Should any or all of the Property be seized as an incident to an action for the recognition or enforcement of this Mortgage, by executory process, sequestration, attachment, writ of fieri facias or otherwise, I hereby agree that the court issuing any such order shall, if requested by Mortgagee, appoint Mortgagee, or any agent designated by Mortgagee or any person or entity named by Mortgagee, as a keeper of the Property as provided under La. R.S. 9:136, et seq. I agree to pay the reasonable fees of such a keeper. Any fees paid to the keeper by Mortgagee shall be secured by this Mortgage as an additional expense.

**APPLICATION OF PROCEEDS.** Mortgagee may apply any proceeds derived or to be derived from the sale or other disposition of the Property first to the reimbursement of any additional expenses incurred by Mortgagee in connection therewith, including Mortgagee’s attorneys’ fees and court costs; and then to the payment of the indebtedness in favor of Mortgagee, in such order and with such priorities as Mortgagee may determine within its sole discretion.

**PROTECTION OF MORTGAGEE’S SECURITY RIGHTS.** I agree to be fully responsible for any losses that Mortgagee may suffer as a result of anyone other than Mortgagee asserting any rights to or interest in the Property. I agree to appear in and to defend all actions or proceedings purporting to affect Mortgagee’s security rights and interests. Should I fail to do what is required of me under this Mortgagee , or if any action or proceeding is commenced naming Mortgagee as a party, or affecting Mortgagee’s security interests or the rights and powers granted under this Mortgage, then Mortgagee may, without releasing me from any of my obligations, do whatever Mortgagee believes is necessary and proper within its sole discretion, including making Additional Advances on my behalf as provided herein, to protect the security of this Mortgage. Should the reappraisal of the Property occur, whether to comply with appropriate regulatory requirements or otherwise, I agree to pay the costs of such appraisal or reappraisals or to reimburse Mortgagee for the costs thereof.

**INDEMNIFICATION OF MORTGAGEE.** I further agree to indemnify, to defend and to save and hold Mortgagee harmless from any and all claims, suits, obligations, damages, losses, costs and expenses (including Mortgagee’s attorneys’ fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever, that may be asserted against or incurred by Mortgagee, arising out of or in any way occasioned by this Mortgage or the rights and remedies granted to and in favor of Mortgagee hereunder, or in any way resulting form Mortgagee’s subsequent ownership of the Property, whether as a result of purchase at foreclosure sale or otherwise.

**ADDITIONAL WAIVERS.** In granting this Mortgage, I waive any and all homestead exemptions and other rights and all other exemptions from seizure or sale with regard to the Property to which I may be entitled under the laws of the State of Louisiana. I am also waiving the production of Mortgage, Conveyance and any end all other Certificates and relieve and release the Notary Public before whom this mortgage was passed from all responsibility and liability in connection therewith.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Solidary Liability.** When there is more than one Mortgagor under this Mortgage, our obligations to Mortgagee shall be on a “solidary” or “joint and several” basis. We further agree that either or any of us, acting alone or with others, may obtain additional loans and other extensions of credit from Mortgagee secured by the pledge of my Note as provided above, without the further agree, concur, or join in each such loan or other extension of credit.

**Notices.** Any notice provided in this Mortgage must be in writing and will be considered as given on the day it is delivered by hand or deposited in the U.S. mail, postage prepaid, addressed to the person to whom the notice is to be given at the address shown above or at such other addresses as any party may designate to the other in writing. If there is more than one Mortgagor under this Mortgage, notice to any Mortgagor shall constitute notice to all Mortgagors.

**Waiver of Additional Rights.** I agree that any failure or delay on the part of Mortgagee to exercise any of the rights and remedies granted under this Mortgage shall not constitute a waiver of such rights and remedies. Any waiver or forbearance on the part of Mortgagee shall be effective against Mortgagee only if agreed to in writing.

**Governing Law. This Mortgage will be governed by and interpreted in accordance with federal law and the laws of the State of Louisiana. This Mortgage has been accepted by Mortgagee in the State of Louisiana.**

**Successors and Assigns.** My obligations under this Mortgage shall be binding upon my heirs, administrators, executors, successors and assigns, as well as upon any person, firm or corporation subsequently acquiring title to or ownership of the Property, whether in whole or in part.

**Taxation of Mortgages.** Should there be any change in local, Louisiana or Federal law with regard to taxation of mortgages, I agree to pay any taxes, assessments or charges that may be imposed on Mortgagee as a result of this Mortgage.

**Severability.** If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage:

**Borrower**. The word “Borrower” means **​​,** and all other persons and entities signing the Note.

**Encumbrance**. The word “Encumbrance” means individually, collectively and interchangeably any and all presently existing and/or future mortgages, liens, privileges and other contractual and/or statutory security interests and rights, of every nature and kind, whether in admiralty, at law, or in equity, that now and/or in the future may affect the Property or any part or parts thereof.

**Event of Default**. The words “Event of Default” mean any of the Events of Default set forth in this Mortgage in the Default section of this Mortgage.

**Indebtedness**. The word “Indebtedness” means and includes all amounts identified in the paragraph titled “Indebtedness” above.

**Lender**. The word “Lender” means **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_​​**, or any Future Holder of the Indebtedness secured herein.

**Mortgage**. The word “Mortgage” means this Mortgage as this Mortgage may be amended, supplemented, restated or otherwise modified from time to time.

**Mortgagee**. The word “Mortgagee” means**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_​​**, Mortgagee’s successors and assigns, and any future holder or holders of the Note or any interest therein.

**Mortgagor**. The word “Mortgagor” means individually, collectively and interchangeablyas well as any and all persons and entities subsequently purchasing the mortgaged Property, with or without assumption of this Mortgage. The words “I”, “me” and “my” also refer to **​​.**

**Note**. The word “Note” or “Mortgage Note” means that certain Mortgage Note dated  **, 202** , in the principal amount of **$****\_\_\_\_\_\_\_\_\_\_\_​​** from **​​** to  together with all substitute or replacement notes therefor, as well as all renewals, extensions, modifications, refinancings, consolidations and substitutions of and for the note or credit agreement.

**Property**. The word “Property” means all of my rights, title and interest in and to all the Property as described in the “Property Description” section of this Mortgage.

**Related Documents**. The words “Related Documents” mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Note.

 **Vendee**. The word “Vendee” means **​​,** and all other persons and entities signing the Note.

 **THUS DONE AND PASSED ON**  **day of , 202 ​​**, at my office in , Louisiana, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

**Vendee(s):**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Witness: Witness:**

**Printed Name: Printed Name:**

STATE OF

On day of , 202 , before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Notary Public in and for said county, personally appeared , who has/have satisfactorily identified him/her/themselves as the signer(s) or witness(es) to the above-referenced document.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Notary Public Signature

My Commission Expires:​​

**THUS DONE AND PASSED ON**  **day of , 202 ​​**, at my office in, Louisiana, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

**Vendor(s):**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Witness: Witness:**

**Printed Name: Printed Name:**

STATE OF

I CERTIFY that on day of , 202 , \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally came before me and this person acknowledged under oath, to my satisfaction, that:

a) this person is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Limited Liability Company named in this document;

b) this person is the attesting witness to the signing of this document by the proper corporate officer who is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Limited Liability Company;

c) this document was signed and delivered by the Limited Liability Company as its voluntary act duly authorized by a proper resolution of its Board of Directors;

d) this person knows the proper seal of the Limited Liability Company which was affixed to this document; and

e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on day of , 202 .

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My commission expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_​​

**EXHIBIT “A”**

LEGAL DESCRIPTION

**Property Address:**

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