

MORTGAGE AGREEMENT

THIS MORTGAGE AGREEMENT (the "Agreement") is made and entered into as of **21st of February 2025**, by and between:

Lender: Pepecuu ("Lender"), and
Borrower: JavaGrace ("Borrower").

WHEREAS, Borrower desires to borrow from Lender the principal sum of **SIXTY THOUSAND (60,000.00)** Redmont Dollars (the "Loan"), and Lender agrees to extend such Loan to Borrower upon the terms and conditions set forth herein;

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

1. LOAN TERMS

1.1 **Principal Amount:** Lender agrees to loan Borrower the sum of **SIXTY THOUSAND (60,000.00)** Redmont Dollars.

1.2 **Interest Rate:** The Loan shall accrue interest at a rate of **6% simple interest** per calendar month.

1.3 **Repayment Schedule:** Borrower agrees to repay the Loan in **SIX (6) equal installments of THIRTEEN THOUSAND SIX HUNDRED (13,600.00) Redmont Dollars each**, payable as follows:

- First installment due **ONE (1) calendar month** from the date of this Agreement.
- Second installment due **TWO (2) calendar months** from the date of this Agreement.
- Third installment due **THREE (3) calendar months** from the date of this Agreement.
- Forth installment due **FOUR (4) calendar months** from the date of this Agreement.
- Fifth installment due **FIVE (5) calendar months** from the date of this Agreement.
- Sixth installment due **SIX (6) calendar months** from the date of this Agreement.

1.4 **Payment Method:** Payments shall be made in lawful Redmont Dollars through a payment method agreed upon by both Parties.

2. SECURITY INTEREST

2.1 **Collateral:** To secure the repayment of the Loan, Borrower hereby grants Lender a first-priority mortgage lien on the real property located at:

- **C565, Reveille, Redmont** (the "Property").

2.2 **Title and Encumbrances:** Borrower warrants that they have marketable title to the Property, free and clear of all encumbrances except those disclosed in this Agreement.

2.3 **Default and Foreclosure:** In the event of Borrower's failure to make any installment payment when due, Lender shall have the right to initiate foreclosure proceedings in accordance with the laws of Redmont.

3. DEFAULT AND REMEDIES

3.1 **Events of Default:** The following shall constitute an event of default:

- Failure to make any payment when due;
- Borrower's insolvency, bankruptcy, or assignment for the benefit of creditors;
- Any material misrepresentation made by Borrower in connection with this Agreement.

3.2 **Remedies:** Upon default, Lender shall have the right to:

- Accelerate the entire unpaid balance of the Loan;
- Foreclose on the Property in accordance with Redmont mortgage law;
- Pursue any other remedies available under applicable law.

4. REPRESENTATIONS AND WARRANTIES

4.1 **Borrower's Representations:** Borrower represents and warrants that:

- They have the legal capacity to enter into this Agreement;
- The Property is legally owned by Borrower and is not subject to undisclosed liens or claims;
- Borrower intends to repay the Loan in full according to the terms herein.

5. GENERAL PROVISIONS

5.1 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction of **Redmont**.

5.2 **Amendments:** Any modification of this Agreement must be in writing and signed by both parties.

5.3 **Entire Agreement:** This Agreement constitutes the entire understanding between the parties regarding the Loan and supersedes all prior negotiations and agreements.

5.4 **Severability:** If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.

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

LENDER:

Name: Pepecuu

Date: 21/2/25

BORROWER:

Name: JavaGrace

Date: 21/2/2025

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