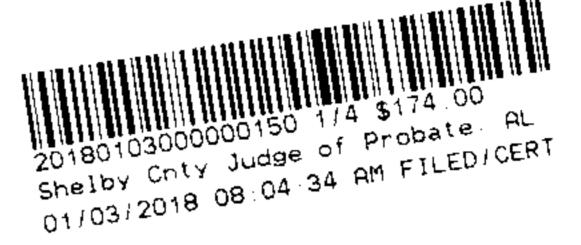
## **MORTGAGE**

(Home Equity Linee of Credit)



On December 21, 2017, Melanie June Peeler of 1242 Hwy 35, Pelham, Alabama, 35124, referred to as the "Borrower", shall receive a Home Equity Loan in the amount of \$100,000.00. Borrower, promises to pay Shirley J. Parker of 650 County Road 859, Mentone, Alabama 35984, referred to as the "Lender". Borrower promises to pay the amount received in US Dollars, referred to as "Borrowed Money", with interest accruing on the amount received, at a rate of 1 percent (%) per annum, on the amount received, referred to as the "Interest Rate", beginning on the 21st Day of December 2017, under the following terms and conditions:

The full amount received up to \$100,000.00 including interest, shall be due, and payable on December 31, 2018, referred to as the "Due Date". The borrowed money shall be repaid by installment payments in the amount of \$500.00 on the 10<sup>th</sup> of each month. Beginning on 10 January 2018. In addition, money that is not paid in an installment or on the due date will continue to be charged interest.

I, Melanie June Peeler, agree to provide property located at 1242 Hwy 35, Pelham, Alabama 35214. Situated in the state of Alabama county of Shelby. See exhibit "A" legal description of Parcel "A" and Parcel "B" as collateral on this Home Equity Mortgage.

Borrower currently has an existing Mortgage dated October 08, 2004 in the amount of \$172,000.00 payable to The Bank of New York Mellon with said property as collateral.

Borrower currently has an existing Home Equity Loan in the mount of \$57,590.00 payable to The Bank of America, with said property as collateral. No additional funds will be taken from this Loan from this day forward. The only activity on the Home Equity Loan from The Bank of America, will only be payments to Bank of America to reduce the balance.

The property, referred to as the "Security" shall transfer to the the lender, should the borrower default on the loan. If the market value of the security does not exceed the Borrowed Money, the Borrower shall remain liable for the balance due on the loan with interest continuing to accrue at the maximum rate allowed by law, until the Borrower is no longer in default.

Interest due in the event of a Default: In the event the Borrower fails to pay the note in-full on the due date, unpaid principal shall accrue interest at the maximum rate allowed by law, until the Borrower is no longer in default.

Acceleration: If the Borrower is in default under this note or is in default under another provision of this note, and such default is not cured within the minimum allotted time by law after written notice of such default, then Lender may, at its option, declare all outstanding sums owed on this Note to become due and payable immediately. Any rights of possession may be exercised at this time.

Attorneys' Fees and Cost: Borrower shall pay all reasonable attorney fees incurred by the Lender in collecting sums of any amount due on this Note after a default, including any other cost incurred by the Lender. If Borrower or Lender sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and cost incurred in the proceedings including court cost from the non-prevailing party (including those incurred in any bankruptcy proceeding or appeal).

No failure or delay by the Lender in exercising the Lender's rights under this Note shall be considered a waiver of such rights.

Sever-ability: In the event that any provision herein is determined to be void or unenforceable for any reason, such a determination shall not affect the validity or enforceability of any other provision in this Note, all of which shall remain in force and effect.

The terms of this Note shall control over any conflicting terms in any referenced document or agreements.

There are no verbal or other agreements which modify the terms or affect of this Note. This Note may NOT be amended or modified without the permission of the Borrower and Lender in a written agreement signed by both the Lender and Borrower. Attorneys' Fees and Cost: Borrower shall pay all reasonable attorney fees incurred by the Lender in collecting sums of any amount due on this Note after a default, including any other cost incurred by the Lender. If Borrower or Lender sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and cost incurred in the proceedings including court cost from the non-prevailing party (including those incurred in any bankruptcy proceeding or appeal).

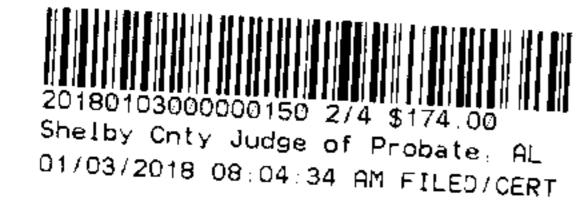
No failure or delay by the Lender in exercising the Lender's rights under this Note shall be considered a waiver of such rights.

Sever-ability: In the event that any provision herein is determined to be void or unenforceable for any reason, such a determination shall not affect the validity or enforceability of any other provision in this Note, all of which shall remain in force and effect.

The terms of this Note shall control over any conflicting terms in any referenced document or agreements.

There are no verbal or other agreements which modify the terms or affect of this Note. This Note may NOT be amended or modified without the permission of the Borrower and Lender in a written agreement signed by both the Lender and Borrower.

Any notice to be given by either the Borrower or Lender shall be delivered by Certified Mail postage prepaid return receipt, or in person.



Page  $\underline{2}$  of  $\underline{3}$ 

borrower initial \_mP

The Borrower executes this Note as the principal, solely responsible for this note. This note shall be governed by the laws of Alabama.

Borrower: Milania Jun Teeler

Date: 21 December 2017.

Melanie June Peeler

Lender: Mully 1/24

Date: 21 December 2017.

I the undersigned, a Notary Public hereby certify on this <u>21st</u> Day of <u>December 2017</u>, that Melanie June Peeler, appeared before me with drivers license <u>#181078</u> issued on <u>08-10-2017</u> by the state of Alabama. And Shirley J. Parker, appeared before me with drivers license # <u>9601145</u> issued on <u>08-25-2016</u> by the state of Alabama.

State of: Alabama

County of: Shelby

Notary Public MY COMMISSION EXPIRES JANUARY 4, 2021

My commission expires on \_\_\_\_\_

201801030000000150 3/4 \$174.00 Shelby Cnty Judge of Probate, AL

Shelby Cnty Judge of Probate, AL 01/03/2018 08:04:34 AM FILED/CERT

## EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

PARCEL "A": A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 2 WEST, SHOWN AS LOTS 1 AND 2 ON A MAP ENTITLED LAKE O'SPRINGS, DATED 23RD DECEMBER, 1959 SIGNED BY EDWARD A. ROBERTS, SR., REG. NO. 1623, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID 1/4 - 1/4 SECTION; THENCE IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SAID 1/4 - 1/4 SECTION A DISTANCE OF 429.9 FEET; THENCE 90 DEGREES RIGHT IN AN EASTERLY DIRECTION A DISTANCE OF 204.62 FEET TO THE SOUTHERLY CORNER OF SAID LOT 1; THENCE 140 DEGREES 41 MINUTES TO THE LEFT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 140 FEET TO THE POINT OF BEGINNING; THENCE 180 DEGREES IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 140 FEET; THENCE 62 DEGREES 29 MINUTES TO THE LEFT IN A NORTHEASTERLY DIRECTION A DISTANCE OF 187 FRET; THENCE 88 DEGREES TO THE LEFT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 152 FEET TO THE BANK OF THE LAKE; THENCE IN A SOUTHWESTERLY DIRECTION MEANDERING ALONG THE BANK, AT THE WATER LINE A DISTANCE OF 310 FEET, MORE OR LESS, TO POINT OF BEGINNING, CONTAINING 0.75 ACRES, MORE OR LESS.

PARCEL "B": THE SOUTHWEST 1/4 OF NORTHEAST 1/4; THE EAST "O FEET OF THE NORTH 1/2 OF NORTH 1/2 OF SOUTHEAST 1/4 OF NORTHWEST 1/4; AND THE EAST 180 FEET OF THE SOUTH 1/2 OF NORTH 1/2 OF SOUTHEAST 1/4 OF NORTHWEST 1/4 AND THE EAST 1.50 FEET OF THE SOUTH 1/2 OF SOUTHEAST 1/4 OF NORTHWEST 1/4 AND THE SOUTH 20 FEET OF THE WEST 1070 FEET OF THE SOUTH 1/2 OF SOUTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 18, ALL IN TOWNSHIP 20 SOUTH, RANGE 2 WEST. ALSO A PART OF THE SOUTH 1/2 OF SOUTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 2 WEST, DESCRIBED AS FOLLOWS: COMMENCE AT THIS SOUTHEAST CORNER OF SOUTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION

20180103000000150 4/4 \$174.00

Shelby Cnty Judge of Probate: AL 01/03/2018 08:04:34 AM FILED/CERT