RECORD & RETURN TO:

VALLEY NATIONAL BANK
HOME EQUITY DEPARTMENT
1720 ROUTE 23 NORTH
WAYNE NJ 07470

MORTGAGE
HOME EQUITY CREDIT LINE
(AL)

Loan # OPS01180301034

THIS MORTGAGE is made on 04/09/2018 between the Borrower(S) Robert Brown, Bonnie Brown , whose address is 109 Greenfield Circle Alabaster, AL 35007, referred to herein as "I", "me", "my" and VALLEY NATIONAL BANK, a national banking association, with offices at 1445 Valley Road, Wayne, NJ 07470, referred to herein as "Lender" or "you". If more than one Borrower signs this Mortgage, the word "I" shall mean each Borrower.

WHEREAS, Borrower has entered into a Home Equity Credit Line Agreement and Note dated the date hereof (the "Agreement") under which the maximum principal amount can be $50,000.00, plus interest and all fees and charges owed under the Agreement, and extensions and renewals thereof, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 04/09/2038;

WHEREAS, the Agreement contemplates and this Mortgage permits and secures future advances; and the lien of this Mortgage securing all loans made and charges imposed under the Agreement shall relate back to the date of this Mortgage.

TO SECURE the repayment of my indebtedness to you under the Agreement and the performance of the obligations of this Mortgage, I hereby mortgage to you the property located at 109 Greenfield Circle Alabaster, AL 35007 together with all improvements now or hereafter erected on the property ("Property"), also known as Block No. , Lot No. , Section on the tax map of the County of Shelby. A legal description of the Property is contained in my deed which is recorded in the office of the Shelby County Clerk/Register in Book No. Page No. .

OWNERSHIP: I am the sole owner of the Property; I have the legal right to mortgage the Property to you; and I will defend my ownership against all claims.

Borrower and Lender agree as follows:

1. PAYMENT AND PERFORMANCE. I shall promptly pay when due the principal and interest indebtedness evidenced by and all charges provided in the Agreement. I will comply with all terms of this Mortgage and any other mortgage or security agreement with a lien prior to this Mortgage. If this Mortgage is on a unit in a condominium or a planned unit development, I will perform all of my obligations under the covenants, by-laws or regulations of the condominium or planned unit development.

2. TAXES AND LIENS: I will pay all real estate taxes, assessments, water charges and sewer rents relating to the Property when they become due. I will provide you with proof of payment upon your request. I will not claim any credit on or make any deduction from the amounts due you because of my payment of any taxes on the Property.

3. INSURANCE: I will keep the improvements on the Property insured at all times against loss by fire and any other hazards you specify. If the premises are located in a flood hazard area, I will be required to maintain flood insurance. The insurance companies, policies, amounts and types of coverage must be acceptable to the Lender. The policies will contain a "standard mortgagee clause" naming the Lender as mortgagee. I will provide you with policies or other proof of the insurance. I will notify you in the event of loss or damage. Lender may file a proof of loss if not made promptly by Borrower. Lender may let me use the proceeds received to repair the damage, or you may use the proceeds to reduce the amounts due under this Mortgage.

4. REPAIRS; LAWFUL USE: I will keep the Property in good repair and will not damage or abandon it. I will allow you to inspect the Property upon reasonable notice to me. I will use the Property in compliance with all laws and other requirements of applicable governmental authorities.

5. PROTECTION OF LENDER'S SECURITY: If I/we fail(s) to perform the obligations contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, Lender, at its sole option, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender, with interest thereon at the rate set forth in the Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. I shall repay you these amounts upon demand. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

6. TRANSFER OR SALE OF PROPERTY: If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person), without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

7. EMINENT DOMAIN: If a governmental entity takes all or part of the Property for a public use, I agree that any compensation will be assigned to and given to Lender, subject to the terms of any mortgage or other security agreement with a lien which has priority over this Mortgage. This payment will not delay the due date for any further payment under this Mortgage.

8. DEFAULT: I will be in default if I fail to comply with the obligations in this Mortgage, if I fail to perform any obligation under the Agreement, or if I am in default under the terms of any instrument which has a lien superior to the lien of this Mortgage. If I am in default, you may demand that I pay the full amounts I owe to you and you may foreclose this Mortgage and apply all proceeds of any sale towards my obligations. If the money you receive from the sale after deducting all costs is not enough to pay what I owe you, I will still owe you the difference. I agree that you may take any

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other action to protect and enforce your rights under this Mortgage as you deem advisable. I agree to pay all costs and expenses incurred by you (including attorney's fees) in enforcing your rights under this Mortgage to the extent not prohibited by law.

9. SUCCESSOR AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS: Until I have paid in full what is owed you, the provisions of this Mortgage shall bind each Borrower and all who succeed to my/our responsibilities and inure to the successors and assigns of Lender. All covenants and agreements of Mortgagors shall be joint and several. Any Mortgagor who co-signs this Mortgage but does not execute the Agreement, (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property to Lender under the terms of this Mortgage; (b) is not personally liable on the Note; and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Agreement without that mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property.

10. EARLY CANCELLATION FEE: If I pay the indebtedness in full and cancel this account within the first , months following the date of this mortgage, I am required and I agree to pay an early cancellation fee of $190 together with the prevailing mortgage discharge fee.

11. DELAY IN ENFORCEMENT: You can delay enforcing any rights or remedies under this Mortgage without losing them.

12. MODIFICATION: This Mortgage and the Agreement are subject to modification as defined in N.J.S.A. 46:9-8.1, et.seq. Upon the modification provided therein, this Mortgage shall have the benefit of the lien priority provisions of that law.

13. NOTICES: All notices must be in writing and personally delivered or sent by certified mail addressed to Borrower at the last address provided to Lender or to Lender at the address stated above.

14. AMENDMENT; SEVERABILITY. This Mortgage can only be changed by an agreement in writing signed by both the Borrower(s) and the Lender. In the event any provision of this Mortgage or the Note is found to be unenforceable under applicable law, such provisions shall be declared to be severable. If any document(s), in connection with this loan, contain(s) an error or incorrect term(s), I will promptly execute corrected document(s). Likewise, if I failed to sign a document(s) which should have been signed, I will promptly do so. I further agree to acknowledge and deliver to Lender such document(s) and to take such other actions as you may reasonably request in order to effectuate the purpose, terms and provisions of this Mortgage.

15. RELEASE: Upon payment of all sums secured by this Mortgage and termination of the account (including payment of any applicable termination fees), Lender shall cancel the Mortgage of record; Borrower agrees to pay to Lender all applicable recording and service fees.

16. RECEIPT OF COPY: Mortgagor acknowledges receipt, without charge of a true copy of this Mortgage.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witness:

Brandy Hamilton, Brandy Hamilton
Please Sign and Print

Robert Phillips
Please Sign and Print

Please Sign and Print

Please Sign and Print

Robert E. Brown
Robert Brown, Borrower

Bonnie Brown
Bonnie Brown, Borrower

, Borrower

, Borrower

STATE OF Alabama)
) ss
COUNTY OF Shelby)

BE IT REMEMBERED, that on 04/09/2018, before me, a Notary Public of the State of AL, personally appeared Robert Brown,Bonnie Brown ("Borrower(s)"), who I am satisfied is/are the person(s) named in and who executed the within mortgage, and thereupon, he/she/they acknowledged that he/she/they signed sealed and delivered the same as his/her/their voluntary act and deed, for the uses and purposes expressed in the mortgage.

Notary Public

STATE OF ALABAMA NOTARY PUBLIC
ROBERT NEIL PHILLIPS, JR.
My Commission Expires
March 3, 2019

The within Mortgage has been fully paid and satisfied, and the Recording Officer of Shelby County is hereby authorized to cancel same of record.

VALLEY NATIONAL BANK

By:

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