The name and address of the person who prepared this document are:

**Stephanie Kibler, Bank Officer**
PNC Bank, National Association
Mailstop BR-YB58-01-6
6750 Miller Road
Brecksville OH 44141

After recording mail to:
PNC Bank, National Association
Mailstop BR-YB58-01-6
6750 Miller Rd
Brecksville OH 44141

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# ALABAMA MORTGAGE
(Open-End)(With Future Advance Clauses)

PNC BANK
**OLNACS # 29928833**

50, SWF, MD

**THIS MORTGAGE** is dated **12/05/2018** .

This Mortgage is made and executed by and between the Mortgagor and the Mortgagee.

**MORTGAGOR.** The name(s) and marital status of the Mortgagor(s) are:

**PHILLIP G PRUETT, MARRIED**

**AMY KEENAN PRUETT, MARRIED** H+W

If there is more than one Mortgagor, "Mortgagor" refers to each and all of them.

**MORTGAGEE.** The name and address of the Mortgagee (Lender) are PNC Bank, National Association, 222 Delaware Avenue, Wilmington, DE 19801.

**BORROWER.** The Borrower(s) is(are) **PHILLIP G PRUETT, AMY KEENAN PRUETT.**

If there is more than one Borrower, the word "Borrower" refers to each and all of them.

**THE AGREEMENT.** Mortgagee has granted to Borrower a home equity line of credit (referred to herein as the "Account"), providing for a Maximum Credit Limit (that is, a maximum amount of indebtedness) of **Thirty-One Thousand Seven Hundred Dollars And Zero Cents**

(*U.S.* $ **31,700.00** ). This line of credit is subject to the terms of a written agreement (referred to herein as the "Agreement") dated **12/05/2018** . The Agreement is incorporated herein by reference.

Mortgagee is obligated, under terms set forth in the Agreement, to make future advances during the Draw Period of the Account. Mortgagee is not obligated to make advances which would cause the principal balance outstanding to exceed the Maximum Credit Limit, and is not obligated to make advances after the Account is terminated or during any period when further extensions of credit are prohibited or suspended as provided in the Agreement. The total amount of the indebtedness secured by this Mortgage may decrease and increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the Maximum Credit Limit, plus interest thereon, service charges and fees, and any advances made under the terms of the Agreement to protect Mortgagee's priority and security and to perform any of the promises made by Mortgagor or Borrower to protect Mortgagee's priority and security that the Borrower and Mortgagor have failed to perform including taxes, levies, assessments and insurance on the Property. If the total amount of indebtedness decreases to zero from time to time, this Mortgage will remain in effect until it is released or becomes void.

**MATURITY DATE.** The debt evidenced by the Agreement is due and payable in full on **12/10/2058** , the "maturity date."

**DEBTS AND PROMISES SECURED.** This Mortgage secures to Mortgagee: (a) the repayment of the debt evidenced by the Agreement, as amended, supplemented or modified from time to time, with interest and other charges as provided therein; (b) the payment of all other sums, with interest thereon, advanced hereunder for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred to protect the security of this Mortgage; (c) the payment of all of Mortgagee's costs of collection, including costs of suit and, if permitted by law, reasonable attorneys' fees and expenses to the maximum extent permitted by law, if suit is filed or other action is taken to collect the sums owing or to protect the security of this Mortgage; (d) payment of any refinancing, substitution, extension, modification, and/or renewal of any of the indebtedness and other amounts mentioned in subparagraphs (a), (b) or (c); (e) the performance of Mortgagor's and/or Borrower's covenants and agreements under this Mortgage and the Agreement; and (f) the repayment of the debt evidenced by any note or agreement which was refinanced by the Agreement, to the extent that such debt is owed to Mortgagee and has not been paid.

**GRANT OF MORTGAGE; PROPERTY; ASSIGNMENT OF RENTS.** In consideration of the Agreement and for the purpose of securing to Mortgagee the performance of the obligations described in "Debts and Promises Secured" above, with interest as aforesaid and costs and attorneys' fees, Mortgagor does hereby mortgage, grant, convey and grant a security interest to Mortgagee, its successors and assigns, with the power to sell, in and to the following described property, together with all rents, issues and profits therefrom and all improvements and fixtures now or hereafter erected thereon or attached thereto, and all easements, rights and appurtenances thereon, located at and known as:

| | | | |
|---|---|---|---|
| **1441 COUNTY ROAD 277** | **HELENA** | **AL** | **35080** |
| **Recording Date** | **04/17/2017** | | |
| **Deed Book Number** | **20170417000128480** | **Page Number** | **N/A** |
| **Tax Parcel Number** | **12 8 34 0 000 009.004** | | |
| **Lot and Block Number** | **N/A N/A** | | |

**The Real Property or its address is commonly known as** **1441 COUNTY ROAD 277 HELENA AL 35080.**

**The Real Property tax identification number is** **12 8 34 0 000 009.004**

TOGETHER WITH ANY AND ALL of the following, without limitation: (a) all buildings, structures and improvements now or hereafter located on the real property or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereto; (b) including, without limitation, all present and future rights, privileges, tenements, hereditaments, royalties, minerals, oil and gas rights,

rights-of-way, easements, appendages, and appurtenances in anywise appertaining thereto, and all right, title and interest of Grantor, if any, in and to any streets, ways, alleys, strips or gores of land adjoining the Property or any part thereof; (c) all fixtures of any kind or description whatsoever now or hereafter located thereon, or in or on the buildings, structures and improvements thereon, and all additions thereto and replacements thereof; and (d) all building materials, supplies, goods and equipment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon or any part or parcel thereof.

The word "Property" herein shall mean all of the foregoing mortgaged property.

As additional security, Mortgagor assigns to Mortgagee the leases, rents and profits from the Property. Upon a default, Mortgagee may notify tenants to pay rents and other sums due from the Property directly to Mortgagee and may have a receiver appointed by the courts which can enter upon, take possession of, manage the Property and collect the rents and profits, including those past due.

To have and to hold the Property unto the Mortgagee, its successors and assigns, forever. Provided, however, that if Mortgagor and/or Borrower shall pay to Mortgagee the said debt, interest, and all other sums and perform all covenants and agreements secured hereby, and the Mortgagee has no further obligation to make advances to the Borrower, then this present Mortgage and the estate granted and conveyed by it shall cease, determine, terminate and become void and of no effect, anything hereinbefore contained to the contrary thereof, in anywise notwithstanding.

**WARRANTY OF TITLE.** Mortgagor warrants and represents to Mortgagee that: (a) Mortgagor is the sole owner of the Property, and has the right to mortgage and convey the Property; (b) the Property is unencumbered except for encumbrances now recorded and taxes and assessments payable hereafter; and (c) Mortgagor will defend the title to the Property against all claims and demands except encumbrances now recorded and taxes and assessments payable hereafter.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of the Mortgage: (a) This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures, and Mortgagee shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time; (b) Upon request by Mortgagee, Mortgagor shall take whatever action is requested by Mortgagee to perfect and continue Mortgagee's security interest in the fixtures. In addition to recording this Mortgage in the real property records, Mortgagee may, at any time and without further authorization from Mortgagor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Mortgagor shall reimburse Mortgagee for all expenses incurred in perfecting or continuing this security interest. Upon default, Mortgagor shall not remove, sever or detach any fixtures from the Property.

**PAYMENTS.** Any Mortgagor who is also a Borrower agrees and promises that all payments due on the Agreement will be paid when due and as agreed.

**COVENANTS.** Mortgagor promises and agrees as follows: (a) Mortgagor will maintain the Property in good order and repair; (b) Mortgagor will comply with all laws respecting the ownership and/or use of the Property; (c) if the Property is part of a condominium or planned unit development, Mortgagor will comply with the Declaration and Code of Regulations and all other by-laws, regulations and restrictions of record; (d) Mortgagor will pay and/or perform all obligations under any mortgage, lien, or security agreement which has priority over this Mortgage; (e) Mortgagor will pay or cause to be paid all taxes and other charges assessed or levied on the Property when due and, upon Mortgagee's request, will deliver to the Mortgagee receipts showing the payment of such charges; (f) While any part of the debts secured by this Mortgage remain unpaid, Mortgagor promises to obtain and keep in

force property insurance and, if required by federal law, flood insurance on the Property MORTGAGOR MAY OBTAIN THE INSURANCE FROM ANYONE OF MORTGAGOR'S CHOICE, SUBJECT TO MORTGAGEE'S REASONABLE APPROVAL.The property insurance must cover loss of or damage to the Property and must be in an amount sufficient to protect Mortgagee's interests; flood insurance must be of the type and in the amount required by federal law. Mortgagor agrees to provide Mortgagee evidence of required insurance. All policies must name Mortgagee as a loss payee/secured party and must provide for at least 10 days written notice to Mortgagee of reduction in coverage or cancellation. Mortgagor gives Mortgagee the right and power to sign Mortgagor's name on any check or draft from an insurance company and to apply the money to any debt secured by this Mortgage. This is limited to checks and drafts in payment of a claim under an insurance policy for loss or damage to the Property or for returned or rebated premiums on policies insuring the Property. Mortgagor does not have the right to, and agrees that Mortgagor will not, revoke the power of the Mortgagee to make Mortgagor's endorsement. Mortgagee may exercise the power for Mortgagee's benefits and not for Mortgagor's benefit, except as otherwise provided by law; (g) If Mortgagor fails to keep in force the required insurance and/or fails to provide evidence of such insurance to Mortgagee, Mortgagee may notify Mortgagor that Mortgagor should purchase the required insurance at Mortgagor's expense. If Mortgagor fails to purchase the insurance within the time stated in the notice and/or fails to provide evidence of such insurance to Mortgagee, Mortgagee may purchase insurance to protect Mortgagee's interest, to the extent permitted by applicable law, and charge Mortgagor the cost of the premiums and any other amounts Mortgagee incurs in purchasing the insurance. THE INSURANCE MORTGAGEE PURCHASES WILL BE SIGNIFICANTLY MORE EXPENSIVE AND MAY PROVIDE LESS COVERAGE THAN INSURANCE MORTGAGOR COULD PURCHASE OTHERWISE. Mortgagee may receive reasonable compensation for the services which Mortgagee provides in obtaining any required insurance on Mortgagor's behalf. In certain states, the required insurance may be obtained through a licensed insurance agency affiliated with Mortgagee. This agency will receive a fee for providing the required insurance. In addition, an affiliate may be responsible for some or all of the underlying insurance risks and may receive compensation for assuming such risks. If Mortgagor fails to perform any other duty or obligation required by these Covenants, Mortgagee may, at its sole option, advance such sums as it deems necessary to protect the Property and/or its rights in the Property under this Mortgage. Mortgagor agrees to repay Mortgagee any amounts advanced in accordance with this paragraph, with interest thereon, upon demand; (h) Any interest payable to Mortgagee after a judgment is entered or on additional sums advanced shall be at the rate provided for in the Agreement; (i) Mortgagee may make reasonable entries upon and inspections of the Property after giving Mortgagor prior notice of any such inspection; (j) Mortgagor will not sell, transfer ownership in, or enter into an installment sale contract for the sale of all or any part of the Property; (k) The promises, agreements and rights in this Mortgage shall be binding upon and benefit anyone to whom the Property or this Mortgage is transferred. If more than one Mortgagor signs this Mortgage, each and all of them are bound individually and together. The covenants made in this section and Mortgagee's remedies set forth below shall not merge with any judgment entered in any legal action and shall apply until all amounts owed are paid in full.

**DEFAULT.** Mortgagor will be in default under this Mortgage: (a) if there is a default under the Agreement; (b) if Mortgagor breaks any promise made in this Mortgage; (c) if any Mortgagor dies; (d) if any other creditor tries to take the Property by legal process; (e) if any Mortgagor files bankruptcy or if anyone files an involuntary bankruptcy against any Mortgagor; (f) if any tax lien or levy is filed or made against any Mortgagor or the Property; (g) if any Mortgagor has made any false statement in this Mortgage; or (h) if the Property is destroyed, or seized or condemned by federal, state or local government.

**MORTGAGEE'S REMEDIES.** In some instances, federal and state law will require Mortgagee to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Mortgagee may accelerate the maturity of the debt secured by this Mortgage and foreclose this Mortgage in a manner provided by law if Mortgagor is in default.

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Upon the occurrence of a default, after giving any notice and/or right to cure the default which is required by law, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand, and may invoke the power of sale and any other remedies provided by law, the terms of this Mortgage, the terms of the Agreement and any related documents. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Mortgage, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Mortgagee invokes the power of sale, Mortgagee shall give a copy of a notice to Mortgagor and Borrower in the manner provided by law. Mortgagee shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in the county in which the property is located, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this county. Mortgagee shall deliver to the purchaser Mortgagee's deed conveying the Property. Mortgagee or its designee may purchase the Property at any sale. Mortgagor covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Mortgage; and (c) any excess to the person or persons legally entitled to it.

All remedies are distinct, cumulative and not exclusive, and the Mortgagee is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Mortgagee of any sum in payment or partial payment on the debt secured by this Mortgage after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute waiver of Mortgagee's right to require complete cure of any existing default. By not exercising any remedy on default, Mortgagee does not waive Mortgagee's right to later consider the event a default if it continues or happens again.

**DELAY IN ENFORCEMENT.** Mortgagee can delay in enforcing any of its rights under this Mortgage or the Agreement without losing that right. Any waiver by Mortgagee of any provision of this Mortgage or the Agreement will not be a waiver of the same or any other provision on any other occasion.

**ASSIGNMENT.** Mortgagee may sell, transfer or assign this Mortgage without Mortgagor's consent.

**SEVERABILITY.** If any provision of this Mortgage is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Mortgage.

**WAIVER.** Mortgagor waives all appraisements and homestead rights except to the extent prohibited by law.

**NOTICES.** Unless otherwise required by law, any notice by Mortgagee to Mortgagor shall be given by delivering it or mailing it by first class mail to the address of the Property, or to such other address specified by Mortgagor in writing to Mortgagee. Notice to one Mortgagor will be deemed notice to all Mortgagors.

**SIGNATURES.** By signing below, Mortgagor agrees to the terms and covenants in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated on page 1.

Phillip G Pruett (SEAL)
Mortgagor's Signature

Amy Keenan Pruett (SEAL)
Mortgagor's Signature

**PHILLIP G PRUETT**
Type Mortgagor's Name

**AMY KEENAN PRUETT**
Type Mortgagor's Name

## ACKNOWLEDGMENT FOR INDIVIDUAL

The State of Alabama )

Jefferson County )

I, the undersigned notary public in and for said county and state, hereby certify that Phillip G Pruett and Amy Keenan Pruett whose name(s) is(are) signed to the foregoing conveyance, and who is(are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he(they) executed the same voluntarily on the day the same bears date. Given under my hand this 5th day of December, A.D. 20 18 .

Notary Public

My commission expires: 12-08-2020

BRIAN TIERNEY
NOTARY
PUBLIC
ALABAMA STATE AT LARGE

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# EXHIBIT "A" LEGAL DESCRIPTION



Account #: **26293403**
Order Date : **11/27/2018**
Reference : **29928833**
Name : **PHILLIP G. PRUETT**
**AMY K. PRUETT**
Deed Ref : **20170417000128480**

Index #:
Registered Land:
Parcel #: **12 8 34 0 000 009.004**

**SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA:**

**LOT 1, ACCORDING TO THE MAP OF BRINKS AND TEEMS FAMILY SUBDIVISION, AS RECORDED IN MAP BOOK 42, PAGE 77, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA**

**BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN INSTRUMENT NO. 20170417000128480 OF THE SHELBY COUNTY, ALABAMA RECORDS.**

**SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE**

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