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ALABAMA
OPEN-END MORTGAGE
(Securing Future Advances)

THIS OPEN-END MORTGAGE ("Mortgage") is made on 07/13/2019. The mortgagor(s) is/are Joshua Currey and Kristin Currey. This Mortgage is given to Figure Lending LLC, whose address is 650 California Street, Suite 2700, San Francisco, CA 94108. In this Mortgage, the terms "you," "your" and "yours" refer to the mortgagor(s). The terms "we," "us" and "our" refer to Figure Lending LLC.

Pursuant to a Home Equity Line of Credit Agreement ("Agreement") dated 07/04/2019, Joshua Currey ("Borrower") may incur indebtedness in amounts fluctuating from time to time up to a credit limit of U.S. $35,444.00. The Agreement is a revolving, open-end line of credit. The Agreement provides for monthly payments of principal and interest. All amounts due under the Agreement must be paid in full not later than 07/18/2034. Additional draws may be taken under the Agreement and each draw may have a different interest rate, as set forth more fully in the Agreement, and, as a result, the dollar amount of the monthly payments of principal and interest required under the Agreement may increase.

Pursuant to the terms of the Agreement, Borrower may request draws from time to time, subject to the credit limit and other limitations contained in the Agreement. Each draw will be recorded in our books and records and will be due and payable no later than the end of its repayment period as set forth in the Agreement. All draws, with interest thereon, and all and other amounts Borrower owes us under the Agreement will be secured by this Mortgage. You agree that all draws taken by Borrower will be considered draws taken to or for the benefit of each or any of you, even if you did not sign the Agreement and even if you did not request the draw.

You agree that this Mortgage will continue to secure all draws now or later taken under the terms of the Agreement, including draws taken whether or not at the time a draw is taken there is any principal balance outstanding under the Agreement. The parties agree that this Mortgage will secure unpaid draws, interest, future draws, and all other amounts due under this Mortgage and the Agreement.

This Mortgage secures to us: (a) the repayment of all amounts owed to us under the Agreement, including future draws, and all refinancings, renewals, extensions and modifications of the Agreement; (b) the payment of all other amounts, with interest, advanced under this Mortgage to protect the security of this Mortgage; and (c) the performance of your covenants and agreements under this Mortgage and the Agreement. For this purpose and in consideration of the debt, you irrevocably mortgage, grant and convey to us and our successors and assigns the following described property located in SHELBY County, Alabama: described on exhibit A attached hereto

which has the address of 208 NOTTINGHAM DR, CALERA, Alabama 35040 ("Property Address");

TO HAVE AND TO HOLD this property unto us and our successors and assigns, forever, together with all the improvements now or later erected on the property, and all easements, rights, appurtenances, and fixtures now or later a part of the property. All replacements and additions will also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property."

YOU COVENANT that you are lawfully seized of the estate conveyed in this Mortgage and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. You warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

YOU AND WE covenant and agree as follows:

1. Payment of Principal, Interest and Other Charges. Borrower will pay when due the principal, interest and all other amounts owing under the Agreement and all other amounts due under this Mortgage.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by us under the Agreement and Section 1 will be applied by us as provided in the Agreement.

3. Prior Mortgages; Charges; Liens. You will perform all of your obligations under any mortgage, deed of trust or other security instruments with a lien which has priority over this Mortgage, including your covenants to make payments when due. You will pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage or any advance under this Mortgage, and leasehold payments or ground rents, if any. Upon our request, you will promptly furnish to us all notices of amounts to be paid under this Section and receipts evidencing any such payments you make directly. You will promptly discharge any lien (other than a lien disclosed to us in your application or in any title report we obtained) which has priority over this Mortgage or any advance under this Mortgage.

We specifically reserve to ourself and our successors and assigns the unilateral right to require, upon notice, that Borrower pay to us on the day monthly payments are due an amount equal to one-twelfth (1/12) of the yearly taxes, and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth (1/12) of yearly premium installments for hazard and mortgage insurance, all as we reasonably estimate initially and from time to time, as allowed by and in accordance with applicable law.

4. Hazard Insurance. You will keep the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding and earthquakes, for which we require insurance. This insurance will be maintained in the amounts and for the periods that we require. You may choose any insurer reasonably acceptable to us. Insurance policies and renewals will be acceptable to us and will include a standard mortgagee clause. If we require, you will promptly give us all receipts of paid premiums and renewal notices. If you fail to maintain coverage as required in this Section, you authorize us to obtain such coverage as we in our sole discretion determine appropriate to protect our interest in the Property in accordance with the provisions in Section 6. You understand and agree that any coverage we purchase may cover only our interest in the Property and may not cover your interest in the Property or any personal property. You also understand and agree that the premium for any insurance may be higher than the premium you would pay for

the insurance. You will promptly notify the insurer and us of any loss. We may make proof of loss if you do not promptly do so.

We may also, at our option and on your behalf, adjust and compromise any claims under any insurance, give releases or acquittances to the insurance company in connection with the settlement of any claim and collect and receive insurance proceeds. You appoint us as your attorney-in-fact to do all of the foregoing, which appointment you understand and agree is irrevocable, coupled with an interest with full power of substitution and will not be affected by your subsequent disability or incompetence.

Insurance proceeds will be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and our security would not be lessened. Otherwise, insurance proceeds will be applied to amounts secured by this Mortgage, whether or not then due, with any excess paid to you. If you abandon the Property, or do not answer within 30 days our notice to you that the insurer has offered to settle a claim, we may then collect and use the proceeds to repair or restore the Property or to pay amounts secured by this Mortgage, whether or not then due. The 30-day period will begin when notice is given. Any application of proceeds to principal will not require us to extend or postpone the due date of monthly payments or change the amount of monthly payments. If we acquire the Property at a forced sale following your default, your right to any insurance proceeds resulting from damage to the Property prior to the acquisition will pass to us to the extent of the amounts secured by this Mortgage immediately prior to the acquisition.

You will not permit any condition to exist on the Property which would, in any way, invalidate the insurance coverage on the Property.

5. Preservation, Maintenance and Protection of the Property; Loan Application; Leaseholds. You will not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste. You will be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in our good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or our security interest You may cure such a default, as provided in Section 17, by causing the action or proceeding to be dismissed with a ruling that, in our good faith determination, precludes forfeiture of your interest in the Property or other material impairment of the lien created by this Mortgage or our security interest. You will also be in default if you, during the home equity line of credit application process, gave materially false or inaccurate information or statements to us (or failed to provide us with any material information) in connection with the home equity line of credit evidenced by the Agreement, including representations concerning your occupancy of the Property as a principal residence. If this Mortgage is on a leasehold, you will comply with the lease. If you acquire fee title to the Property, the leasehold and fee title will not merge unless we agree to the merger in writing.

6. Protection of Our Rights in the Property; Mortgage Insurance. If you fail to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect our rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws), then we may do, and pay for, anything necessary to protect the Property's value and our rights in the Property. Our actions may include paying any amounts secured by a

lien which has priority over this Mortgage or any draw or amounts owed under the Agreement or this Mortgage, appearing in court, paying reasonable attorney's fees, paying any amounts which you are required to pay under this Mortgage and entering on the Property to make repairs. We do not have to take any action we are permitted to take under this Section. Any amounts we pay under this Section will become additional amounts you owe us and will be secured by this Mortgage. These amounts will bear interest from the disbursement date at the rate established under the Agreement and will be payable, with interest, upon our request. If we required mortgage insurance as a condition of making the home equity line of credit secured by this Mortgage, Borrower will pay the premiums for such insurance until such time as the requirement for the insurance terminates.

7. Inspection. We may enter and inspect the Property at any reasonable time and upon reasonable notice.

8. Condemnation. The proceeds of any award for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are assigned and will be paid to us. If the Property is abandoned, or if, after notice by us to you that the condemnor offers to make an award or settle a claim for damages, you fail to respond to us within 30 days after the date the notice is given, we are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the Property or to the amounts secured by this Mortgage, whether or not then due. Unless we and Borrower otherwise agree in writing, any application of proceeds to principal will not extend or postpone the due date of the monthly payments payable under the Agreement and Section 1 or change the amount of such payments.

9. You Are Not Released; Forbearance by Us Not a Waiver. Extension of time for payment or modification of amortization of the amounts secured by this Mortgage granted by us to any of your successors in interest will not operate to release your liability or the liability of your successors in interest. We will not be required to commence proceedings against any successor in interest, refuse to extend time for payment or otherwise modify amortization of the amounts secured by this Mortgage by reason of any demand made by you or your successors in interest. Our forbearance in exercising any right or remedy will not waive or preclude the exercise of any right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Mortgage will bind and benefit your successors and permitted assigns. Your covenants and agreements will be joint and several. Anyone who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey such person's interest in the Property; (b) is not personally obligated to pay the Agreement, but is obligated to pay all other amounts secured by this Mortgage; and (c) agrees that we and anyone else who signs this Mortgage may agree to extend, modify, forbear or make any accommodations regarding the terms of this Mortgage or the Agreement without such person's consent.

11. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest

or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any amounts already collected from you which exceed permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

12. Notices. Unless otherwise required by law, we may deliver any notice to you provided for in this Mortgage by mail, at the most recent address we have on file for you, or if you have consented to electronic communications, by e-mail or any other electronic method to which you have consented. Unless otherwise required by law, any notice to us will be given by first class mail to our address provided above or any other address we designate by notice to you.

13. Governing Law; Severability. This Mortgage is governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Mortgage conflicts with applicable law, such conflict will not affect other provisions of this Mortgage which can be given effect without the conflicting provision. The provisions of this Mortgage are severable.

14. Transfer of the Property. If all or any part of the Property or any interest in it is sold or transferred without our prior written consent, we may, at our option, require immediate payment in full of all amounts secured by this Mortgage. However, this option will not be exercised by us if exercise is prohibited by applicable law.

15. Sale of Agreement; Change of Loan Servicer. The Agreement or a partial or participation interest in the Agreement (together with this Mortgage) may be sold one or more times without prior notice to you. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Agreement and this Mortgage. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Agreement. If there is a change of the Loan Servicer, you will be given written notice of the change as required by applicable law. The notice will state the name and address of the new Loan Servicer and any change in address to which payments should be made. The notice will also contain any information required by applicable law.

16. Hazardous Substances. You will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (defined below) on or in the Property. You will not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law (defined below). The preceding two sentences will not apply to the presence, use, or storage on the Property of Hazardous Substances in quantities that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. You will promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which you have actual knowledge. If you learn or are notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, you

will promptly take all necessary remedial actions in accordance with Environmental Law. As used in this Mortgage, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Mortgage, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

17. Acceleration; Remedies. You will be in default if (a) any payment required by the Agreement or this Mortgage is not made when it is due; (b) we discover that you have committed fraud or made a material misrepresentation in connection with the Agreement; or (c) you take any action or fail to take any action that adversely affects our security for the Agreement or any right we have in the Property. If a default occurs, we will give you notice specifying: (i) the default; (ii) the action required to cure the default; (iii) a date, not less than 30 days from the date the notice is given to you, by which the default must be cured; and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the amounts secured by this Mortgage and foreclosure or sale of the Property. The notice will further inform you of any right to reinstate after acceleration and any right to bring a court action to assert the nonexistence of a default or any other defense you may have to acceleration and foreclosure or sale. If the default is not cured on or before the date specified in the notice, we, at our option, may require immediate payment in full of all amounts secured by this Mortgage without further demand and may invoke any of the remedies permitted by applicable law. We will be entitled to collect all charges, costs, fees and expenses incurred in pursuing the remedies provided in this Section 17, including reasonable attorneys' fees as permitted by applicable law and costs of title evidence.

If we invoke the power of sale, we will execute a written notice of the occurrence of an event of default and of our election to cause the Property to be sold. We will mail copies of the notice as prescribed by applicable law to you and to the other persons prescribed by applicable law. We will publish notice of sale in accordance with Ala. Code § 35-10-13, without demand on you, and will sell the Property at public auction to the highest bidder during the legal hours of sale at the Courthouse in the County where the Property is located in accordance with Alabama law. We may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Either we or our designee may purchase the Property at any sale.

We will deliver to the purchaser a foreclosure deed conveying the Property without any covenant or warranty, express or implied. The recitals in the foreclosure deed will be prima facie evidence of the truth of the statements made in the deed. We will apply the proceeds of the sale in the following order: (A) to all expenses of the sale, including reasonable attorneys' fees; (B) to all amounts secured by this Mortgage; and (C) any excess to the person or persons legally entitled to it.

18. Discontinuance of Enforcement. Notwithstanding our acceleration of the amounts secured by this Mortgage under the provisions of Section 17, we may, in our sole discretion and upon such conditions as we in our sole discretion determine, discontinue any proceedings begun to enforce the terms of this Mortgage.

19. Release. Upon your request that we terminate the Agreement secured by this Mortgage and the payment and discharge by Borrower of all amounts secured by this Mortgage, this Mortgage will become null and void, and we will release this Mortgage without charge to you. You will pay any recordation costs, as permitted by law.

20. Additional Charges. Borrower agrees to pay any charges, costs, fees and expenses permitted by law in connection with the servicing of the Agreement, including the costs of obtaining tax searches and subordinations.

21. Waiver. You waive all rights of homestead exemption in, and statutory redemption of, the Property and all right of appraisement of the Property and relinquish all rights of curtesy and dower in the Property. No waiver by us at any time of any provision, agreement or covenant contained in this Mortgage or the Agreement will be deemed to be or construed as a waiver of any other provision, agreement or covenant or of the same provision, agreement or covenant at any other time.

22. Riders to this Mortgage. If one or more riders are executed by you and recorded together with this Mortgage, the covenants and agreements of each such rider will be incorporated into and will amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage.

Check applicable boxes:

☐ Condominium Rider	☐ 2-4 Family Rider
☐ Planned Unit Development Rider	☐ Other(s) (specify)

BY SIGNING BELOW, you accept and agree to the terms, agreements and covenants contained in this Mortgage and in any rider(s) executed by you and recorded with it.

Joshua Currey — 07/08/2019

Joshua Currey

Kristin Currey

Kristin Currey

07/13/2019

62F67D3CDF8C30A8DD83E136E930FF6B
BBC7D60AD29A30B48EA19A1F6225FACE
E3C95A88B28297A3E783AD4A9259A651
99EA66FB575B550978EF102CF4C11D7D

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State of Nevada

County of Washoe

Before me, Kathleen Becker, on this day 07/08/2019 personally appeared by means of an interactive two-way audio and video communication Joshua Currey, who acknowledged this instrument and stated to my satisfaction that this person was the maker of the attached instrument, and executed this instrument as his or her own act.

This notarial act was performed using audio-video communication.

.....

Signature of Notary Public

Kathleen Becker
NOTARY PUBLIC
STATE OF NEVADA
Notary I.D. 18-2940-2
My Comm. Exp. June 19, 2022

State of Nevada

County of Washoe

Before me, Maria P. Carrillo, on this day 07/13/2019 personally appeared by means of an interactive two-way audio and video communication Kristin Currey, who acknowledged this instrument and stated to my satisfaction that this person was the maker of the attached instrument, and executed this instrument as his or her own act.

This notarial act was performed using audio-video communication.

.....

Signature of Notary Public

Maria P. Carrillo
NOTARY PUBLIC
STATE OF NEVADA
Notary I.D. 07-2570-2
My Comm. Exp. March 1, 2023

Exhibit A - Property Legal Description

LOT 42, ACCORDING TO THE FINAL PLAT NOTTINGHAM, PHASE 1, AS RECORDED IN MAP BOOK 28, PAGE 127, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED TO JOSHUA P. CURREY, BY SPECIAL WARRANTY DEED FROM FANNIE MAE AKA FEDERAL NATIONAL MORTGAGE ASSOCIATION, DATED SEPTEMBER 28, 2010, RECORDED OCTOBER 1, 2010, IN BOOK 2010, PAGE 32385, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: BOOK 2010, PAGE 32385

MAP AND PARCEL NUMBER: 28-3-05-0-003-003.000

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County Clerk
Shelby County, AL
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