

THIS INSTRUMENT PREPARED BY:

Oakworth Capital Bank
850 Shades Creek Parkway
Ste 200
Birmingham, AL 35209

AFTER RECORDING RETURN TO:

Oakworth Capital Bank
-Laura Ellison (205)278-2754
850 Shades Creek Parkway
Ste 200
Birmingham, AL 35209

20200318000107780

03/18/2020 03:17:47 PM

MORT 1/5

(Space Above This Line For Recording Data)

LOAN NUMBER: 8003925

LOAN ORIGINATOR COMPANY NAME: Oakworth Capital Bank

NMLS COMPANY IDENTIFIER: 774724

LOAN ORIGINATOR NAME: Michael D Mims

NMLS ORIGINATOR IDENTIFIER: 799590

MORTGAGE

**(OPEN END CREDIT - FUTURE ADVANCES ARE SECURED BY THIS
MORTGAGE)**

THIS MORTGAGE ("Security Instrument") is made on January 17, 2020. The mortgagors are Jeffrey D Hill and Christi C Hill, a married couple, whose address is 1025 Forest Meadows Drive, Birmingham, Alabama 35242 ("Borrower"). Borrower is not necessarily the same as the Person or Persons who sign the HELOC (Prime Plus-Int Only) ("Contract"). The obligations of Borrowers who did not sign the Contract are explained further in the section titled **Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers**. This Security Instrument is given to Oakworth Capital Bank, which is organized and existing under the laws of the State of Alabama and whose address is 850 Shades Creek Parkway, Ste 200, Birmingham, Alabama 35209 ("Lender"). Jeffrey D Hill has entered into a Contract with Lender as of January 17, 2020, under the terms of which Borrower may, from time to time, obtain advances not to exceed, at any time, a *****MAXIMUM PRINCIPAL AMOUNT (EXCLUDING PROTECTIVE ADVANCES)***** of One Hundred Seventy-seven Thousand Two Hundred Nine and 00/100 Dollars (U.S. \$177,209.00) ("Credit Limit"). Any party interested in the details related to Lender's continuing obligation to make advances to Borrower is advised to consult directly with Lender. This Security Instrument secures to Lender: (a) the repayment of the debt under the Contract, with interest, including future advances, and all renewals, extensions and modifications of the Contract; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument under the provisions of the section titled **Protection of Lender's Rights in the Property**; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Contract. For this purpose, Borrower, in consideration of the debt, does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Shelby, State of Alabama:

Address: 1025 Forest Meadows Drive, Birmingham, Alabama 35242-0000

Legal Description: See Attached Exhibit A

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of



record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

Payment of Principal and Interest; Other Charges. Borrower shall promptly pay when due the principal of and interest on the debt owed under the Contract and late charges or any other fees and charges due under the Contract.

Applicable Law. As used in this Security Instrument, the term "Applicable Law" shall mean all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. At the request of Lender, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section titled **Protection of Lender's Rights in the Property**.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if, in Lender's sole discretion, the restoration or repair is economically feasible and Lender's security is not lessened. If, in Lender's sole discretion, the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within the number of days prescribed by Applicable Law as set forth in a notice from Lender to Borrower that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The period of time for Borrower to answer as set forth in the notice will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Contract or change the amount of the payments. If under the section titled **Acceleration; Remedies**, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is

the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "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 paragraph, "Environmental Law" means federal laws and laws of the state of Alabama that relate to health, safety or environmental protection.

Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or the Contract under which acceleration is permitted (but not prior to acceleration under the section titled Transfer of the Property or a Beneficial Interest in Borrower, unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than the minimum number of days established by Applicable Law from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. To the extent permitted by law, the notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. To the extent permitted by law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

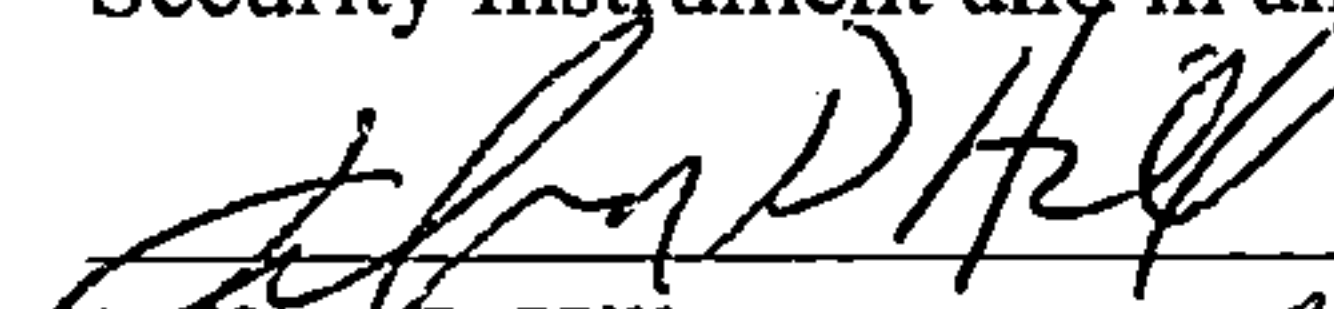
If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in the section titled Notices. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in Shelby County, Alabama, and thereupon, shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower 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 Security Instrument; and (c) any excess to the person or persons legally entitled to it.


Release. Upon payment of all sums secured by this Security Instrument and termination of Borrower's right to obtain further advances under the Contract, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

Waivers. Borrower waives all rights of homestead exemption in the Property.

Oral Agreements Disclaimer. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in all pages of this Security Instrument and in any Rider executed by Borrower and recorded with it.

 JAN 17 2020
Jeffrey D Hill Date

 JAN 17 2020
Christi C Hill Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, Michael D. Mims, a Notary Public, do hereby certify that Jeffrey D Hill and Christi C Hill, a married couple, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, they executed the same, voluntarily, on the day the same bears date. Given under my hand this 17th day of January, 2020.

My commission expires: 02-16-2020

Michael D. Mims

Identification Number

(Official Seal)

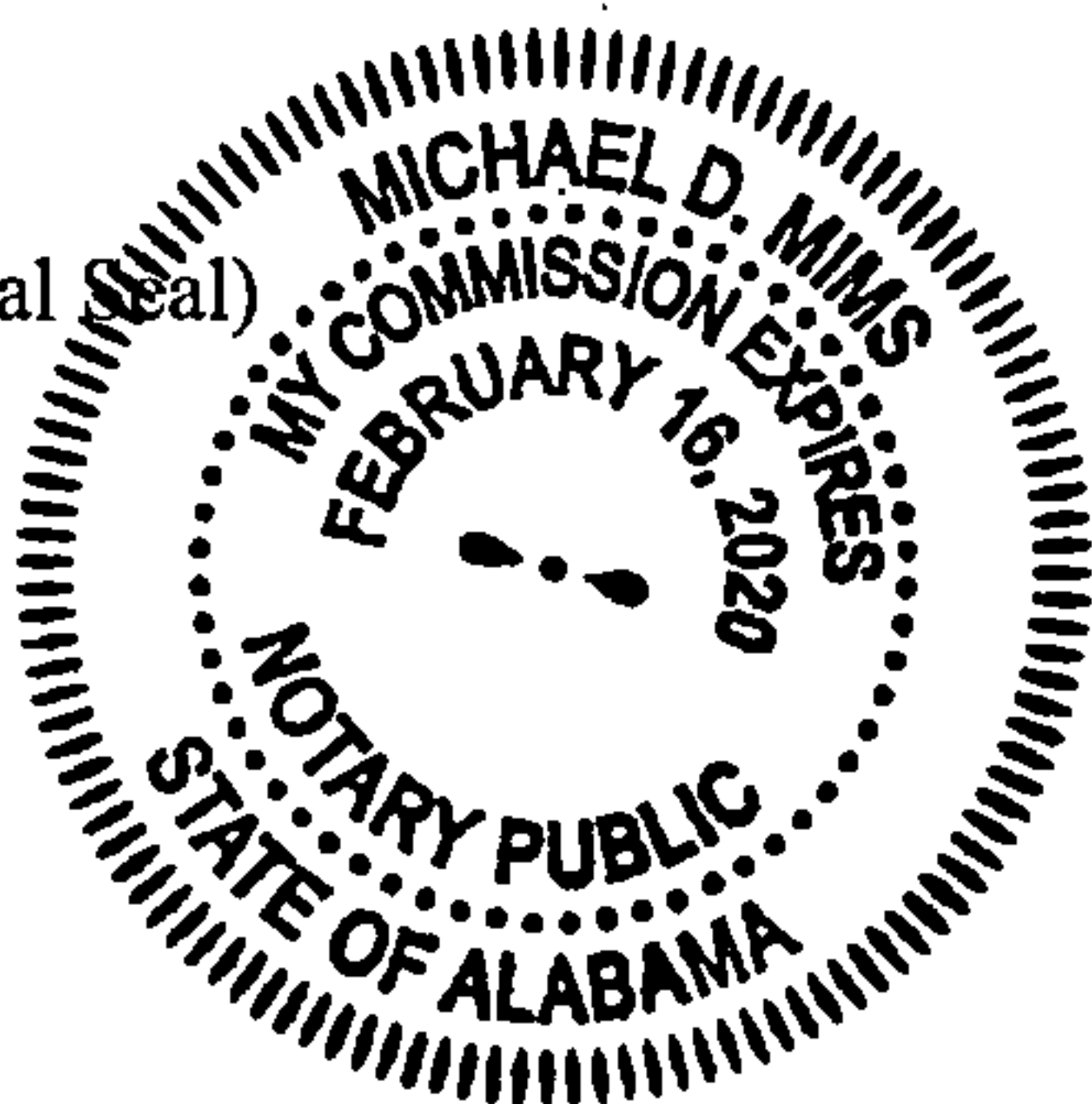


EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 23, ACCORDING TO THE SURVEY OF FOREST MEADOWS, 1ST
SECTOR, AS RECORDED IN MAP BOOK 19, PAGE 80, IN THE PROBATE
OFFICE OF SHELBY COUNTY, ALABAMA.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO JEFFREY D.
HILL AND WIFE, CHRISTI C. HILL, AS JOINT TENANTS WITH RIGHT
OF SURVIVORSHIP FROM W. BRUCE LEITHEAD, III AND WIFE,
CATHRYN LEITHEAD BY DEED DATED 07/03/2003 AND RECORDED
07/21/2003 IN INSTRUMENT NO. 20030721000462780, IN THE LAND
RECORDS OF SHELBY COUNTY, ALABAMA.

PPN: 10 1 11 0 008 023.000
JEFFREY D. HILL AND WIFE, CHRISTI C. HILL, AS JOINT TENANTS
WITH RIGHT OF SURVIVORSHIP

1025 FOREST MEADOWS DRIVE, BIRMINGHAM AL 35242
Loan Reference Number : MIMS
First American Order No: 55669695
Identifier:



When Recorded, Return to:
First American Title Insurance Company
4 First American Way
Santa Ana, CA 92707



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/18/2020 03:17:47 PM
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Allen S. Beal