

When recorded, return to:  
ServisFirst Bank  
Attn: Mortgage Post Closing Department  
2500 Woodcrest Place  
Birmingham, AL 35209

This instrument was prepared by:  
Yukari Andrews  
ServisFirst Bank  
2500 Woodcrest Place  
Birmingham, AL 35209  
205-423-2733

LOAN #: 2021033435

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MORTGAGE

DEFINITIONS  
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.  
(A) "Security Instrument" means this document, which is dated April 26, 2021, together with all Riders to this document.  
(B) "Borrower" is TOM E. STEVENS, A MARRIED MAN.

None of the properties mortgaged herein are the homestead of Tom E. Stevens or his spouse.

Borrower is the mortgagor under this Security Instrument.  
(C) "Lender" is ServisFirst Bank.

Lender is a Banking Corporation, organized and existing under the laws of Alabama. Lender's address is 2500 Woodcrest Place, Birmingham, AL 35209.

Lender is the mortgagee under this Security Instrument.  
(D) "Note" means the promissory note signed by Borrower and dated April 26, 2021. The Note states that Borrower owes Lender SEVEN HUNDRED FIFTY THOUSAND AND NO/100\*\*\*\*\* Dollars (U.S. \$750,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1, 2051.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."  
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.  
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input checked="" type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify]           |
| <input type="checkbox"/> 1-4 Family Rider                 | <input type="checkbox"/> Biweekly Payment Rider         |   |
| <input type="checkbox"/> V.A. Rider                       |   |   |

(H) "Applicable Law" means 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.  
(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.  
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic

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tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) **"Escrow Items"** means those items that are described in Section 3.

(L) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to Lender, with power of sale, the following described property located in the **County** [Name of Recording Jurisdiction] Of

**Shelby**

**SEE ATTACHED EXHIBIT A**

which currently has the address of **2810 County Rd 56, Wilsonville, Alabama 35186**

("Property Address"):

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 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or





prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long





as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. 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, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released





proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

**(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.**





(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but





not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

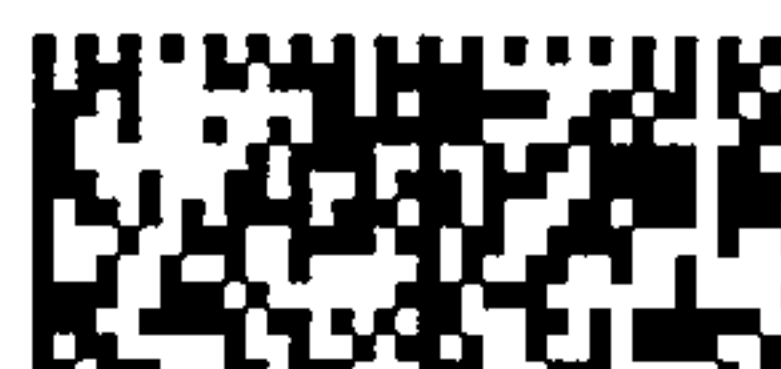
**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable 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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument,





and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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 Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 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 30 days 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. 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. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, 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 Section 15. 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.

**23. Release.** Upon payment of all sums secured by this Security Instrument, 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.

**24. Waivers.** Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.





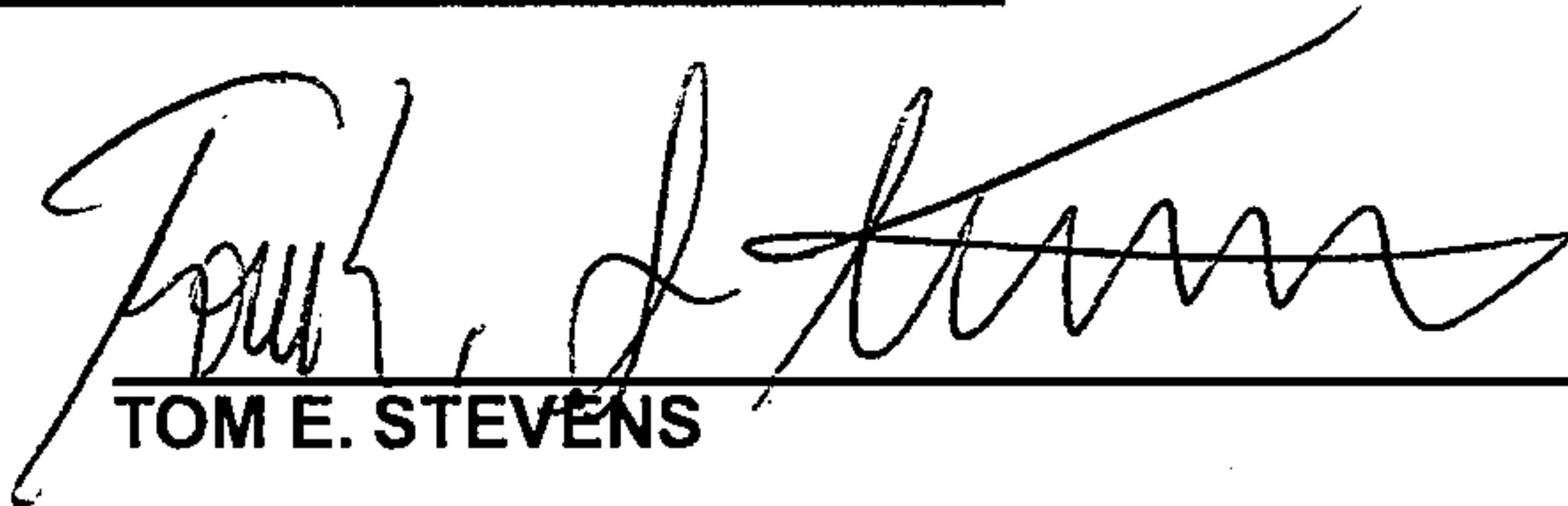
LOAN #: 2021033435

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

Witnesses:

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\_\_\_\_\_

  
TOM E. STEVENS

4/26/2021

(Seal)

DATE

State of ALABAMA

County of SHELBY

)

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On this 26 day of April 2021, I, David P. Condon, a Notary Public in and for said county and in said state, hereby certify that TOM E. STEVENS, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily and as his/her/their act on the day the same bears date. Given under my hand and seal of office this 26 day of April, 2021.





Notary Public

My Commission Expires:

4/2/22

Lender: ServisFirst Bank

NMLS ID: 556357

Loan Originator: Kary A Keasler

NMLS ID: 460990





Exhibit "A"

**Parcel 1: 16-6-23-0-000-005.000**

**All that part of the Southwest 1/4 of the Northwest 1/4 of Section 23, Township 20 South, Range 1 East, lying Southwest of said Wilsonville Teague Bridge Road now known as Shelby County Highway #51.**

**Also the W 1/2 of the Southwest 1/4 and all that part of the West 1/2 of the Southeast 1/4 of Southwest 1/4 of Section 23, Township 20 South, Range 1 East, lying Northwest of Shelby County Highway #51.**

**LESS AND EXCEPT that portion conveyed to Raymond and Pamela Youngblood as recorded in Instrument 20020624000297140, in the Probate Office of Shelby County Alabama.**

**A parcel of land in the West half of Section 23, Township 20 South, Range 1 East, more particularly described as follows:**

**Commencing at the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 23; thence South 00 degrees 04 minutes 27 seconds East along the East line of said section, a distance of 163.36 feet to a 1/2" rebar set, with a cap stamped "S. Wheeler CA 0502" on the South edge of a prescriptive easement for County Highway 51 and the point of beginning; thence South 00 degrees 04 minutes 27 seconds East, along the East line of said section, a distance of 214.79 feet to a 1/2" rebar set, with a cap stamped "S. Wheeler CA 0502"; thence south 89 degrees 55 minutes 33 seconds West a distance of 591.41 feet, to a 1/2" rebar set, with a cap stamped "S. Wheeler CA 0502"; thence North 00 degrees 04 minutes 27 seconds West, a distance of 432.98 feet to a 1/2" rebar set, with a cap stamped "S. Wheeler CA 0502"; thence North 44 degrees 33 minutes 59 seconds East a distance of 365.85 feet to a 1/2" rebar set, with a cap stamped "S. Wheeler CA 0502", on the South edge of a prescriptive easement for County Highway No. 51; thence South 45 degrees 26 minutes 01 second East along said easement, a distance of 158.25 feet to a point; thence South 31 degrees 11 minutes 36 seconds East, along said easement, a distance of 429.05 feet to the point of beginning.**

**Parcel 2: 16-7-26-0-000-013.000 & 16-7-35-0-000-002.000**

**The North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 20 South, Range 1 East and the Southwest 1/4 of the Southeast 1/4 of Section 26, Township 20 South, Range 1 East, in Shelby County, Alabama.**

**and**

**That part of the Northwest 1/4 of the Southeast 1/4 of Section 26, Township 20 South, Range 1 East, lying South of Shelby County Highway No. 56, more particularly described as:**

**Begin at the Southwest corner of the Northwest 1/4 of the Southeast 1/4, Section 26, Township 20 south, Range 1 East, thence run North along the West line of said 1/4-1/4 section a distance of 47.22 feet to the centerline of Shelby County Highway No. 56; thence turn an angle of 62 degrees 29 minutes 51 seconds to the right and run along the center-line of said Hwy. the following angles and distances, a distance of 147.53 feet; thence turn an angle of 2 degrees 51 minutes 26 seconds to the left and run a distance of 204.36 feet; thence turn an angle of 1 degree 25 minutes 46 seconds to the left and run a distance of 151.72 feet; thence turn an angle of 1 degree 54 minutes 00 seconds to the right and run a distance of 92.15 feet; thence turn an angle of 5 degrees 58 minutes 10 seconds to the right and run a distance of 66.79 feet; thence turn an angle of 13 degrees 18 minutes 51 seconds to the right and run a distance of 56 feet; thence turn an angle of 2 degrees 17 minutes 16 seconds to the right and run a distance of 81.09 feet; thence turn an angle of 19 degrees 56 minutes 18 seconds to the right and run a distance of 79.75 feet; thence turn an**

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angle of 8 degrees 04 minutes 51 seconds to the left and run 66.72 feet; thence turn an angle of 00 degrees 04 minutes 49 seconds to the left and run a distance of 153.14 feet; thence turn an angle of 04 degrees 47 minutes 00 sec, to the left and run a distance of 55.56 feet; thence turn an angle of 8 deg 23 minutes 05 seconds to the left and run a distance of 59.86 feet; thence turn an angle of 15 degrees 43 minutes 48 seconds to the left and run a distance of 57.55 feet; thence turn an angle of 20 degrees 20 minutes 46 seconds to the left and run a distance of 78.23 feet; thence turn an angle of 10 degrees 29 minutes 40 seconds to the left and run a distance of 68.18 feet; thence turn an angle of 6 degrees 51 minutes 43 seconds to the left and run a distance of 56.54 feet; thence turn an angle of 9 degrees 25 minutes 03 seconds to the left and run a distance of 43.86 feet; thence turn an angle of 7 degrees 42 minutes 36 seconds to the left and run a distance of 55 feet; thence turn an angle of 7 degrees 12 minutes 25 seconds to the left and run a distance of 95.89 feet; thence turn an angle of 87 degrees 26 minutes 08 seconds to the right and run a distance of 31.20 feet to the East line of said Northwest 1/4 of the Southeast 1/4; thence turn an angle of 90 degrees 00 minutes right and run South along the East line of said 1/4-1/4 Section a distance of 758.24 feet; thence turn an angle of 90 degrees 09 minutes 43 seconds to the right and run West along the South line of said 1/4-1/4 section a distance of 1352.88 feet to the point of beginning.

**Parcel 3: 16-7-26-0-000-015.000**

A parcel of land lying in the Southwest 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4, Section 26, Township 20 South, Range 1 East, and the Southeast 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 Section 27, Township 20 South, Range 1 East, in Shelby County, Alabama, more particularly described as follows;

Commence at the Northeast corner of the Southwest 1/4 of the Southwest 1/4, Section 26, Township 20 South, Range 1 East; thence run Westerly along the North boundary of said 1/4 - J/4 for 211.00 feet to a point, being the point of beginning of the parcel of land herein described; thence continue Westerly along the North boundary of said 1/4 - 1/4 for 570.00 feet to a point in Spearman Branch; thence turn an angle of 89 degrees 57 minutes 25 seconds to the right and run along said branch 47.37 feet; thence turn an angle of 66 degrees 20 minutes 55 seconds to the right and run along said branch 52.40 feet; thence turn an angle of 134 degrees 00 minutes 55 seconds to the left and run along said branch 200.00 feet; thence turn an angle of 111 degree 10 minutes 44 seconds to the right and run along said branch 108.93 feet; thence turn an angle of 77 degrees 31 minutes 54 seconds to the left and run along said branch 48.26 feet; thence turn an angle of 60 degrees 23 minutes 05 seconds to the right and run along said branch 128.35 feet; thence turn an angle of 69 degrees 08 minutes 03 seconds to the left and run along said branch 54.49 feet; thence an angle of 38 degrees 31 minutes 44 seconds to the left and run along said branch 99.14 feet; thence turn an angle of 59 degrees 55 minutes 38 seconds to the right and run along said branch 123.49 feet; thence turn an angle of 80 degrees 24 minutes 24 seconds to the right and run along said branch 29.15 feet; thence an angle of 53 degrees 19 minutes 32 seconds to the left and run along said branch 50.25 feet; thence turn an angle of 102 degrees 43 minutes 28 seconds to the right and run along said branch 63.25 feet; thence turn an angle of 108 degrees 26 minutes 06 seconds to the left and run along said branch 105.00 feet; thence turn an angle of 73 degrees 32 minutes 24 seconds to the left and run along said branch 229.40 feet; thence turn an angle of 20 degrees 24 minutes 36 seconds to the right and run along said branch 175.00 feet; thence an angle of 48 degrees 29 minutes 15 seconds to the left and leaving said branch run 91.67 feet to a point, being a point on the West boundary of Section 26, Township 20 South, Range 1 East; thence turn an angle of 11 degree 37 minutes 25 seconds to the right and run 158.70 feet to a point; thence turn an angle of 90 degrees 00 minutes 00 seconds to the left and run Southerly 1072.79 feet to a point; thence turn an angle of 90 degrees 00 minutes 00 seconds to the left and run Easterly 558.70 feet to a point; thence turn an angle of 90 degrees 00 minutes 00 seconds to the right and run Southerly 555.83 feet to a point; thence turn an angle of 89 degrees 52 minutes 23 seconds to the left and run Easterly 742.25 feet to a point; thence turn an angle of 90 degrees 10 minutes 07 seconds to the left and run Northerly 780.03 feet to the point of beginning.

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**LESS AND EXCEPT,**

**Lots 1 and 2, according to the Final Plat of Rodgers Family Subdivision as recorded in Map Book 47, page 11, in the Probate Office of Shelby County, Alabama.**

**Lot 1, according to the Final Plat of Knox Subdivision as recorded in Map Book 43, page 69, in the Probate Office of Shelby County, Alabama.**

**Parcel 4: 16-7-26-0-000-015.004**

**A parcel of land lying in the Southwest 1/4 of the Southwest 1/4 of Section 26, Township 20 South, Range 1 East, in Shelby County, Alabama, more particularly described as follows;**

**Begin at the northeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 26, Township 20 South, Range 1 East; thence run southerly along the East boundary of said 1/4-1/4 for 217.00 feet; thence turn an angle of 88 degrees 27 minutes 01 seconds to the right and run 211.10 feet; thence turn an angle of 91 degree 32 minutes 59 seconds to the right and run 223.00 feet to a point on the North boundary of said Southwest 1/4 of Southwest 1/4; thence turn an angle of 90 degrees 04 minutes 43 seconds to the right and run along said North boundary of said 1/4-1/4, for 211.00 feet to the point of beginning**

**ALSO: Commence at the Northeast corner of Southwest 1/4 of Southwest 1/4, Section 26, Township 20 South, Range 1 East; thence run Westerly along the North line of the above parcel for a distance of 47 feet, more or less, to the centerline of an existing driveway leading South from Shelby County Highway #56, to the Northerly boundary of said deed; from said point, the strip described is a strip of property, being 30 feet in width, running Northerly along the centerline of said driveway, lying 15 feet on either side of said centerline to the intersection of the South right of way of Shelby County Highway #56.**

**PARCEL 5: 16-7-35-0-000-003.000 & 16-7-26-0-000-015.002**

**A parcel of land lying in the Southwest 1/4 of the Southwest 1/4, Section 26, Township 20 South, Range 1 East, and the Northwest 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4, Section 35, Township 20 South, Range 1 East, Shelby County, Alabama, more particularly described as follows:**

**Commence at the Northeast corner of the Southwest 1/4 of the Southwest 1/4, Section 26, Township 20 South, Range 1 East; thence run Southerly along the East boundary of said 1/4-1/4 for 217.00 feet to the point of beginning of the parcel herein described; thence turn an angle of 88 degrees 27 minutes 01 seconds to the right and run 211.10 feet; thence turn an angle of 88 degrees 27 minutes 01 seconds to the left and run Southerly for 1445.77 feet to a point in Fourmile Creek; thence turn an angle of 54 degrees 42 minutes 57 seconds to the left and run along said creek 58.93 feet; thence turn an angle of 11 degree 09 minutes 49 seconds to the left and run along said creek 142.02 feet; thence turn an angle of 7 degrees 20 minutes 51 seconds to the left and run along said creek 356.85 feet; thence turn an angle of 47 degrees 04 minutes 04 seconds to the left and run along said creek 197.24 feet; thence turn an angle of 30 degrees 17 minutes 29 seconds to the left and run along said creek 143.27 feet; thence turn an angle of 78 degrees 48 minutes 53 seconds to the right and run along said creek 241.93 feet; thence turn an angle of 40 degrees 26 minutes 23 seconds to the left and run along said creek 183.84 feet; thence turn an angle of 22 degrees 22 minutes 47 seconds to the right and run along said creek 105.00 feet; thence turn an angle of 37 degrees 59 minutes 49 seconds to the left and run along said creek 203.04 feet; thence turn an angle of 45 degrees 00 minutes 59 seconds to the right and run along said creek 142.60 feet; thence turn an angle of 97 degrees 44 minutes 30 seconds to the left and leaving said creek run 212.45 feet to a point, being the Southeast corner of the Southeast 1/4 of the Southwest 1/4, Section 26, Township 20 South, Range 1 East; thence turn an angle of 89 degrees 16 minutes 40 seconds to the left and run Westerly along the South boundary of said 1/4-1/4 for 1353.85 feet to a point, being the Southwest corner of the Southeast 1/4 of the Southwest**

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1/4, Section 26, Township 20 South, Range 1 East; thence turn an angle of 89 degrees 49 minutes 53 seconds to the right and run Northerly along the West boundary of said 1/4-1/4 for 1105.62 feet to the point of beginning.

Also, a non-exclusive easement for ingress and egress over and across the following described property:

Commence at the Northeast corner of Southwest 1/4 of Southwest 1/4, Section 26, Township 20 South, Range 1 East; thence run Westerly along the North line for a distance of 47 feet, more or less, to the centerline of an existing driveway leading South from Shelby County Highway #56, to the Northerly boundary of said deed; from said point, the strip described is a strip of property, being 30 feet in width, running Northerly along the centerline of said driveway, lying 15 feet on either side of said centerline to the intersection of the South right of way of Shelby County Highway #56.

Also, a non-exclusive easement for ingress, egress, and utilities over and across the following described property:

A fourteen-foot easement over and across the North 14 feet of the East 60 feet, more or less, of the Southwest 1/4 of the Southwest 1/4 and over the East 14 feet of the North 217.00 feet of the Southwest 1/4 of the Southwest 1/4 of Section 26, Township 20 South, Range 1 East, in Shelby County, Alabama.

**PARCEL 6:16-7-26-0-000-005.004 East of road**

A tract of land situated in the Northwest 1/4 of Section 26, Township 20 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the southeast corner of the North half of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 20 South, Range 1 East, Shelby County, Alabama; thence run South 89 degrees 57 minutes 42 seconds West along the South line of said 1/4-1/4-1/4 line for 675.74 feet to the point of beginning of the tract of land herein described; thence run South 89 degrees 57 minutes 42 seconds West along the South line of said 1/4-1/4-1/4 line for 677.09 feet to a point on the easterly right of way line of County Highway #443; thence run North 24 degrees 06 minutes 13 seconds East along the said road right of way for 40.39 feet to a curve to the left with a radius of 568.42 feet, a chord bearing of North 06 degrees 51 minutes 40 seconds East, and a chord length of 336.98 feet; thence run along said arc and said road right of way for 342.12 feet; thence run North 10 degrees 22 minutes 54 seconds West along said road right of way for 167.49 feet; thence run North 56 degrees 00 minutes 48 seconds East for 232.35 feet; thence run North 73 degrees 23 minutes 03 seconds East for 154.98 feet; thence run South 89 degrees 59 minutes 40 seconds East for 309.40 feet; thence run South 00 degrees 00 minutes 14 seconds West for 709.91 feet to the point of beginning.

**PARCEL 7: 16-7-26-0-000-005.004 West of road**

A tract of land situated in the Northwest 1/4 of Section 26, Township 20 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the southeast corner of the North half of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 20 South, Range 1 East, Shelby County, Alabama; thence run South 89 degrees 57 minutes 42 seconds West along the South line of said 1/4-1/4-1/4 for 1407.62 feet to a point on the westerly right of way line of County Highway #443; thence run North 24 degrees 06 minutes 13 seconds East along said road right of way for 36.97 feet to the point of beginning of the tract of land herein described; thence run North 24 degrees 06 minutes 13 seconds East along

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said road right of way for 25.84 feet to a curve to the left with a radius of 518.42 feet, a chord bearing of North 06 degrees 51 minutes 40 seconds East, and a chord length of 307.34 feet; thence run along said arc and said road right of way for 312.03 feet; thence run North 10 degrees 22 minutes 54 seconds West along said road right of way for 168.80 feet; thence run North 89 degrees 00 minutes 17 seconds West for 179.31 feet; thence run South 00 degrees 59 minutes 49 seconds West for 498.07 feet; thence run North 89 degrees 57 minutes 42 seconds East for 171.09 feet to the point of beginning.

**Parcel 8: 16-5-22-0-000-004.014**

A parcel of land situated in the Southwest 1/4 of Section 22, Township 20 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Commence at a found 2-inch capped pipe marking the Southwest corner of Section 22, Township 20 South, Range 1 East, Shelby County, Alabama, and run in an Easterly direction along South Section line of said Section 22, South 89 degrees 06 minutes 24 seconds West (deed), South 89 degrees 06 minutes 24 seconds East (measured) a distance of 1664.40 feet (deed), 1664.05 feet (measured) to a point; thence leaving said Section line, run North 0 degrees 40 minutes 48 seconds East (deed) North 0 degrees 42 minutes 30 seconds East (measured) a distance of 47.41 feet (deed) 47.54 feet (measured) to a found 1/2-inch rebar lying on the Northerly right of way of Shelby County Road 40, said point also being the point of beginning of the herein described parcel; thence run North 89 degrees 14 minutes 00 seconds West (deed) North 89 degrees 15 minutes 04 seconds West (measured) and along the North right of way line of said County Road 40 a distance of 485.67 feet (deed) 485.43 feet (measured) to a set 1/2-inch HMM rebar and cap, said point also being the intersection of the North right of way line of said County Road 40 with the East right of way of Jackson Farm Road; thence run North 0 degrees 23 minutes 12 seconds (deed) North 0 degrees 24 minutes 54 seconds East (measured) and along said East right of way line of Jackson Farm Road, a distance of 662.79 feet (deed) 662.67 feet (measured) to a set 1/2-inch HMM rebar and cap, said point also being the point of beginning of a curve to the right having a radius of 222.82 feet (deed and measured), a central angle of 37 degrees 42 minutes 06 seconds (deed) 37 degrees 37 minutes 19 seconds (measured), a chord bearing of North 19 degrees 13 minutes 34 seconds East (measured), a chord distance of 143.70 feet (measured) and run along the arc of said curve a distance of 146.62 feet (deed) 146.31 feet (measured) to a set 1/2-inch HMM rebar and cap; thence run North 38 degrees 05 minutes 21 seconds East (deed) North 38 degrees 02 minutes 13 seconds East (measured) a distance of 596.29 feet (deed) 596.42 feet (measured) to a set 1/2-inch HMM rebar and cap; thence leaving said East right of way of Jackson Farm Road run South 89 degrees 06 minutes 45 seconds East (deed) South 88 degrees 59 minutes 22 seconds East (measured) a distance of 80.99 feet (deed) 81.42 feet (measured) to a found 1/2-inch rebar, thence run South 0 degrees 40 minutes 48 seconds West (deed) South 0 degrees 42 minutes 32 seconds West (measured) a distance of 1273.37 feet (deed) 1273.24 feet (measured) to the point of beginning.

**Parcel 9: 16-6-23-0-000-006.001**

All that part of the Northeast 1/4 of the Southwest 1/4 of Section 23, Township 20 South, Range 1 East lying East and Northeast of County Road 51, situated in Shelby County, Alabama.

**Parcel 10: 16-6-23-0-000-006.003**

A parcel of land situated in the Northwest 1/4 of Southeast 1/4 of Section 23, Township 20 South, Range 1 East, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of said Northwest 1/4 of Southeast 1/4 and run thence Northerly along the West boundary of said Quarter-Quarter Section 520.90 feet to point of

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beginning of the lot herein described and conveyed; thence continue North along the West line of said Quarter-Quarter Section a distance of 210 feet; thence turn an angle of 90 degrees to the right and run thence a distance of 420 feet to a point; thence turn an angle of 90 degrees to the right and run a distance of 210 feet to a point; thence turn an angle of 90 degrees to the right and run for a distance of 420 feet to point of beginning.

Also, an easement for a driveway described being a strip 20-feet in width and lying South and East of a line described as:

Commence at the Southwest corner of the Northwest 1/4 of Southeast 1/4 Section 23, Township 20 South, Range 1 East; thence run North along West line of said 1/4 - 1/4 Section a distance of 233.09 feet to point of beginning; thence turn angle of 53 degrees 10 minutes to the right and run a distance of 215.96 feet; thence turn an angle of 23 degrees 58 minutes to the left and run a distance of 181.41 feet to point of ending.

Parcel 11: 16-6-23-0-000-006.004

All that part of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 23, Township 20 South, Range 1 East lying East of County Road 61 and County Road 443, situated in Shelby County, Alabama.

Parcel 12: 16-7-26-0-000-006.003

A parcel of land lying in the S 1/2 of Southeast 1/4 of Northwest 1/4 and the S 1/2 of Southwest 1/4 of Northwest 1/4, Section 26, Township 20 South, Range 1 East, Shelby County, Alabama, more particularly described as follows:

Begin at the Northeast corner of the South 1/2 of the Southeast 1/4 of the Northwest 1/4, Section 26, Township 20 South, Range 1 East; thence run South along the East line of said 1/2-1/4-1/4 Section a distance of 320.00 feet, to the point of beginning; thence continue in the same direction a distance of 322.00 feet; thence turn a deflection angle of 90 degrees 46 minutes 55 seconds to the right and run a distance of 1317.10 feet; thence turn a deflection angle of 86 degrees 15 minutes 16" to the right and run a distance of 100.65 feet; thence turn a deflection angle of 86 degrees 32 minutes 19" to the left and run a distance of 230.27 feet to the East margin of a paved county road; thence turn a deflection angle of 87 degrees 29 minutes 13" to the right and run along said road margin a distance of 107.59 feet; thence turn a deflection angle of 23 degrees 39 minutes 07 seconds to the right and continue along the margin of said road a distance of 107.48 feet; thence turn a deflection angle of 68 degrees 34 minutes 55 seconds to the right and run a distance of 1489.61 feet to the point of beginning.

Parcel 13: 16-7-26-0-000-006.002

A parcel of land lying in the South 1/2 of Southeast 1/4 of Northwest 1/4 and the South 1/2 of Southwest 1/4 of Northwest 1/4, Section 26, Township 20 South, Range 1 East, Shelby County, Alabama, more particularly described as follows:

Begin at the Northeast corner of the South 1/2 of the Southeast 1/4 of the Northwest 1/4, Section 26, Township 20 South, Range 1 East; thence run South along the East line of said 1/2-1/4-1/4 Section a distance of 320.00 feet; thence turn a deflection angle of 90 degrees 13 minutes 07 seconds to the right and run a distance of 1489.61 feet, to the East margin of a paved county highway; thence turn a deflection angle of 111 degrees 40 minutes 05 seconds to the right and run along said highway a distance of 370.69 feet; thence turn a deflection angle of 158 degrees 09 minutes 18 seconds to the right and run a distance of 30.00 feet, to the North line of said 1/2-1/4-1/4 Section; thence turn a deflection angle of 90 degrees 03 minutes 23 seconds to the left and run along the North line of said 1/2-1/4-1/4 Section a distance of 1351.44 feet to the point of beginning.

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**Parcel 14: 16-7-26-0-000-004.002**

**A parcel of land lying in the North 1/2 of Southeast 1/4 of Northwest 1/4 and the North 1/2 of Southwest 1/4 of Northeast 1/4, Section 26, Township 20 South, Range 1 East, Shelby County, Alabama, more particularly described as follows:**

**Commencing at the Southwest corner of the East half of the Northeast Quarter of the Northwest Quarter of Section 26, Township 20 South, Range 1 East; thence South 00 degrees 00 minutes 31 seconds East a distance of 68.78 feet to the point of beginning; thence South 00 degrees 00 minutes 00 seconds East a distance of 593.09 feet to a point; thence North 89 degrees 57 minutes 22 seconds east a distance of 675.74 feet to the East line of the Southeast Quarter of the Northwest Quarter of Section 26; thence North 45 degrees 30 minutes 07 seconds East a distance of 848.30 feet to a point; thence South 89 degrees 54 minutes 39 seconds West a distance of 1280.91 feet to the point of beginning.**

**Together with rights title and interest in and to that certain easement for in that certain easement granted in Instrument 20121030000416310, in the Probate Office of Shelby County, Alabama.**

**Parcel 15: 16-6-23-0-000-006.000**

**The Southeast 1/4 of the Northwest 1/4 and all that part of the Southwest 1/4 of the Northwest 1/4, lying East of Wilsonville-Westover Road (County Road 51) in Section 23, Township 20 South, Range 1 East, situated in Shelby County, Alabama.**

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LOAN #: 2021033435

**SECOND HOME RIDER**

THIS SECOND HOME RIDER is made this **26th** day of **April, 2021** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to **ServisFirst Bank, a Banking Corporation**

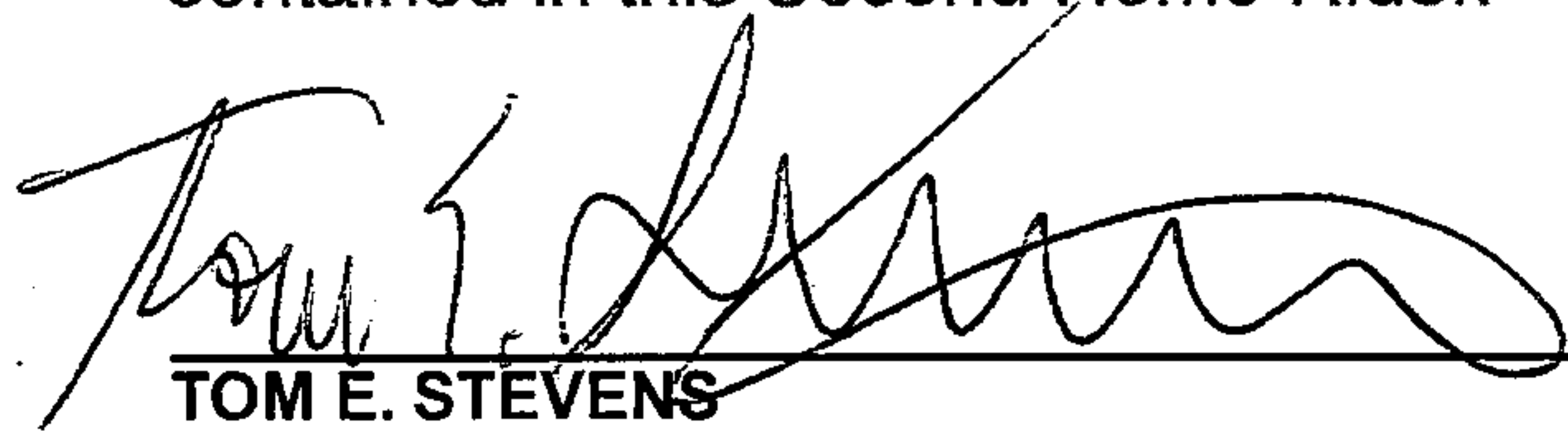
(the "Lender")  
of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at: **2810 County Rd 56, Wilsonville, AL 35186.**

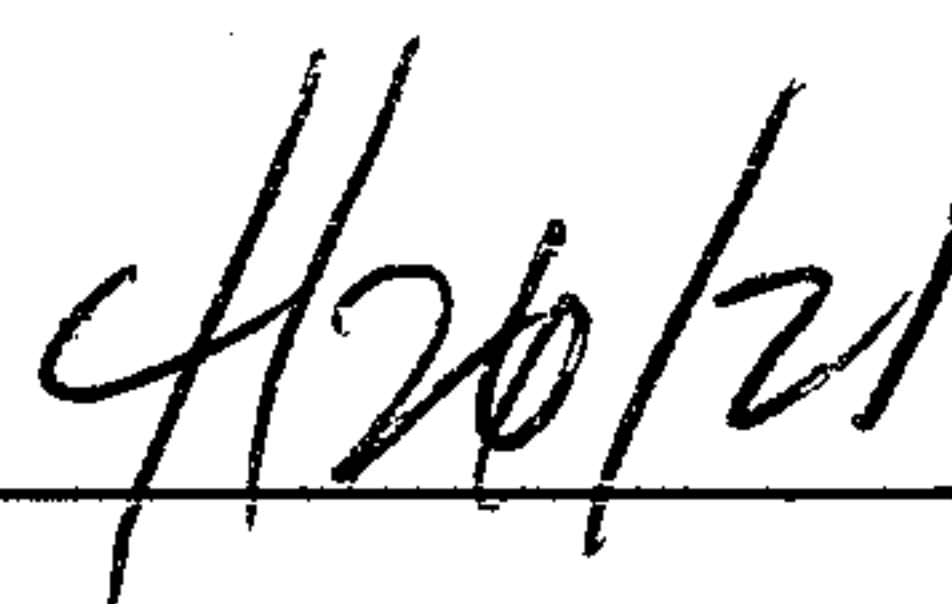
In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

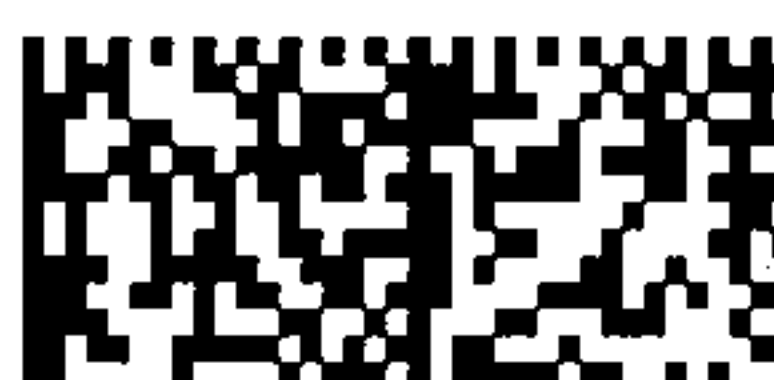
**6. Occupancy.** Borrower will occupy and use the Property as Borrower's second home. Borrower will maintain exclusive control over the occupancy of the Property, including short-term rentals, and will not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person or entity any control over the occupancy or use of the Property. Borrower will keep the Property available primarily as a residence for Borrower's personal use and enjoyment for at least one year after the date of this Second Home Rider, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Home Rider.

  
TOM E. STEVENS

 (Seal)  
DATE





LOAN #: 2021033435

**ADJUSTABLE RATE RIDER**  
**(1 Year Treasury Index – Rate Caps)**

THIS ADJUSTABLE RATE RIDER is made this **26th** day of **April, 2021** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to **ServisFirst Bank, a Banking Corporation**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: **2810 County Rd 56, Wilsonville, AL 35186.**

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATES THE BORROWER MUST PAY.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of **3.750 %**. The Note provides for changes in the interest rate and the monthly payments as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the **1st** day of **May, 2031** and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index that is calculated and provided to the general public by an administrator (the "Administrator"). The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Board of Governors of the Federal Reserve System. The most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current

MULTISTATE ADJUSTABLE RATE RIDER – ARM 5-1 – Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3108 1/01 (rev. 2/20)

MULTISTATE ADJUSTABLE RATE RIDER – ARM 5-2 – Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3111 1/01 (rev. 2/20)

Ellie Mae, Inc.





LOAN #: 2021033435

Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

If the Index is no longer available, it will be replaced in accordance with Section 4(G) below.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding **THREE AND ONE-HALF** percentage points ( **3.500 %** ) (the "Margin") to the Current Index. The Margin may change if the Index is replaced by the Note Holder in accordance with Section 4(G)(2) below. The Note Holder will then round the result of the Margin plus the Current Index to the nearest **ONE-EIGHTH OF ONE** percentage point ( **0.125 %** ). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than **8.750 %** or less than **3.750 %**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage point(s) ( **2.000 %** ) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **8.750 %**. **My interest rate will never be less than the NOTE RATE.**

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**(G) Replacement Index and Replacement Margin**

The Index is deemed to be no longer available and will be replaced if any of the following events (each, a "Replacement Event") occur: (i) the Administrator has permanently or indefinitely stopped providing the Index to the general public; or (ii) the Administrator or its regulator issues an official public statement that the Index is no longer reliable or representative.

If a Replacement Event occurs, the Note Holder will select a new index (the "Replacement Index") and may also select a new margin (the "Replacement Margin"), as follows:

- (1) If a replacement index has been selected or recommended for use in consumer products, including residential adjustable-rate mortgages, by the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, or a committee endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York at the time of a Replacement Event, the Note Holder will select that index as the Replacement Index.





LOAN #: 2021033435

- (2) If a replacement index has not been selected or recommended for use in consumer products under Section (G)(1) at the time of a Replacement Event, the Note Holder will make a reasonable, good faith effort to select a Replacement Index and a Replacement Margin that, when added together, the Note Holder reasonably expects will minimize any change in the cost of the loan, taking into account the historical performance of the Index and the Replacement Index.

The Replacement Index and Replacement Margin, if any, will be operative immediately upon a Replacement Event and will be used to determine my interest rate and monthly payments on Change Dates that are more than 45 days after a Replacement Event. The Index and Margin could be replaced more than once during the term of my Note, but only if another Replacement Event occurs. After a Replacement Event, all references to the "Index" and "Margin" will be deemed to be references to the "Replacement Index" and "Replacement Margin."

The Note Holder will also give me notice of my Replacement Index and Replacement Margin, if any, and such other information required by applicable law and regulation.

#### **B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Section 18 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

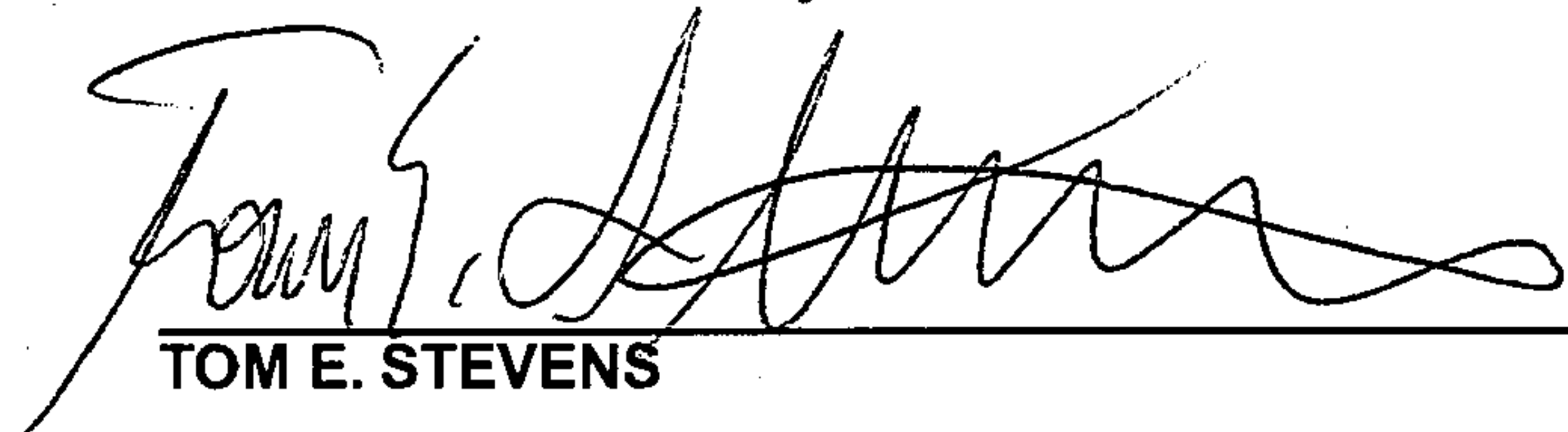
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

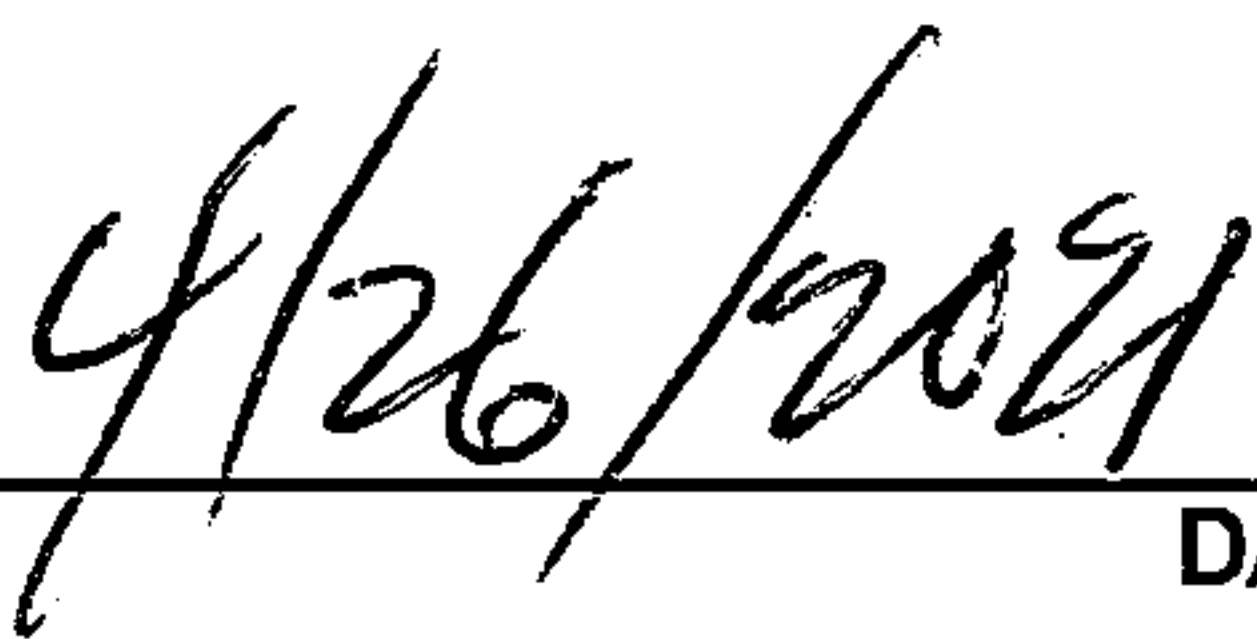




LOAN #: 2021033435

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

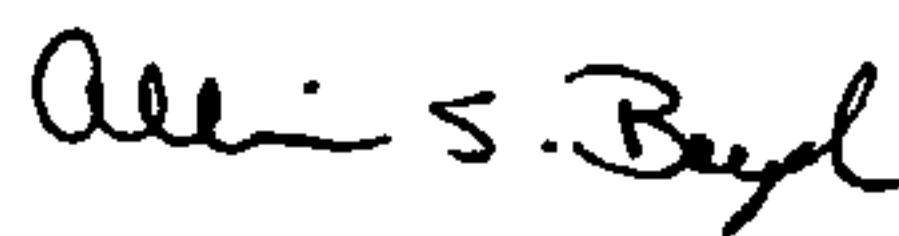
  
TOM E. STEVENS

  
DATE

(Seal)



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
04/30/2021 09:52:31 AM  
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MULTISTATE ADJUSTABLE RATE RIDER – ARM 5-1 – Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3108 1/01 (rev. 2/20)  
MULTISTATE ADJUSTABLE RATE RIDER – ARM 5-2 – Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3111 1/01 (rev. 2/20)  
Ellie Mae, Inc.

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