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05/19/2021 11:50:07 AM
MORT 1/7

After Recording Return To:
R.Palmer/Symmetry Lending
6600 Peachtree Dunwoody Rd.
Building 300, Suite 125
Atlanta, Georgia 30328
Attn: **SHIPPING DEPT./DOC. CONTROL**

[Space Above This Line For Recording Data]

MORTGAGE
(Home Equity Line of Credit)

THIS MORTGAGE, dated May 14, 2021, is between **Shana Clark, an unmarried woman** residing at **105 Courtyard Drive, Chelsea, Alabama 35043**, the person or persons signing as "Borrower" or "Mortgagor", whether one or more, below and hereinafter referred to as "we", or "us" and **Georgia's Own Credit Union**, a corporation with an address at **P.O. Box 105205, Atlanta, Georgia 30348** and hereinafter referred to as "you" or the "Mortgagee."

MORTGAGED PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to you the premises located at:

193 Merry Glen Lane [Street]

Chelsea [Municipality], **SHELBY** [County], **Alabama** [State], **35043-6739** [Zip] (the "Premises").

Property Tax ID Number: **15-2-04-001-040.005**

and further described as:

SEE ATTACHED EXHIBIT "A"

LOAN: The Mortgage will secure your loan in the principal amount of \$ **175,000.00** or so much thereof as may be advanced and readvanced from time to time to **Shana Clark**, the Borrower(s) under the Home Equity Line of Credit Agreement and Truth in Lending Disclosure and the Home Equity Addendum (collectively the "Note") dated **May 14, 2021**, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note, for a period not to exceed 10 years from the date of the Note. The Note provides for a variable rate of interest/Annual Percentage Rate, which consists of the highest prime rate published in the *Wall Street Journal* plus a margin, as further described in the Note. The Draw Period is 10 years. At the Mortgagee's option, the draw period may be extended, but the term of 30 years from the date of the Note will not be exceeded.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

HELOC – AL Mortgage
alheloc

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BORROWER'S IMPORTANT OBLIGATIONS:

(1) **PAYMENT OF ALL CHARGES REQUIRED TO BE PAID UNDER THE TERMS OF THE NOTE AND THIS MORTGAGE:** We shall promptly pay to you when due all advances and charges to our Account plus interest (Finance Charges) and any other amounts due and required to be paid to you under the terms and provisions of the Note or under this Mortgage.

(2) **TAXES:** We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(3) **MAINTENANCE:** We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(4) **REHABILITATION LOAN AGREEMENT:** We shall fulfill all of our obligations under any home rehabilitation, improvement, repair, or other loan agreement which we may enter into with you. At the Mortgagee's option, you may require us to execute and deliver to you, in a form acceptable to you, an assignment of any rights, claims or defenses which we may have against parties who supply labor, materials or services in connection with improvements made to the Premises.

(5) **INSURANCE:** We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(6) **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Mortgage.

(7) **SECURITY INTEREST:** We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

(8) **OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this, or if any action or proceeding is commenced which materially affects your interest in the Property, then you, at your option, upon notice to us, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect your interest. You may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the variable interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the variable interest rate set forth in the Note. This Mortgage secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Mortgage. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Mortgages.

(9) **PRIOR MORTGAGE; DEEDS OF TRUST; CHARGES; LIENS:** We will perform all of our obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including our covenants to make payments when due. We shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Premises which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any. Within five days after any demand by you, we shall exhibit to you receipts showing all amounts due under this paragraph have been paid when due. We will not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Mortgage by which that security agreement is modified, amended, extended, or renewed, without your prior written consent. We shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without your prior written consent.

(10) **HAZARDOUS SUBSTANCES:** We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(11) **SALE OF PREMISES:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(12) **TRANSFER OF THE PROPERTY:** Subject to applicable law, you shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if we, without your written consent, sells or transfers all or part of the Property or any rights in the Premises. If you exercise the option to accelerate, you shall give us notice of acceleration in accordance with paragraph (23) hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which we may pay the sums declared due. If we fail to pay those sums prior to the expiration of such period, you may, without further notice or demand on us, invoke any remedies permitted by paragraph (16) hereof.

(13) **INSPECTION:** We will permit you to inspect the Premises at any reasonable time.

(14) **NO LOSS OF RIGHTS:** The Note and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Mortgage without losing your rights in the Premises.

(15) **DEFAULT:** Except as may be prohibited by applicable law, or we fail to perform any of the obligations and agreements assumed by us under the provisions of this Mortgage, you may foreclose upon this Mortgage pursuant to the provisions of the paragraph hereinafter set forth, entitled "Foreclosure by Power of Sale". This means that you may arrange for the Premises to be sold in the manner provided in the preceding sentence herein, in order to pay off what we owe on the Note and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including overdue rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure, including, but not limited to, reasonable attorney's fees and costs of documentary evidence, abstracts and title reports.

(16) **ACCELERATION; REMEDIES:** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, you, prior to acceleration, shall give notice to us, as provided by applicable law specifying, among other things: (1) the breach;

(2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure and sale of the Property pursuant to the provisions of the Power of Sale set forth in the next following paragraph. The notice shall further inform us of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of us to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, you, at your option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage in accordance with the provisions of the Power of Sale set forth in the next following paragraph. You shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

(17) BORROWER'S RIGHT TO REINSTATE: Notwithstanding your acceleration of the sums secured by this Mortgage due to our breach, we shall have the right to have any proceedings begun by you to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the Power of Sale set forth in the preceding paragraph, or (ii) entry of a judgment enforcing the Mortgage if: (a) we pay to you all sums which would then be due under this Mortgage and the Note had no acceleration occurred; (b) we cure all breaches of any other covenants or agreements of us contained in this Mortgage; (c) we pay all reasonable expenses incurred by you in enforcing the covenants and agreements of us contained in this Mortgage, and in enforcing your remedies as provided in the paragraph set forth hereinabove entitled "ACCELERATION; REMEDIES", including, but not limited to, reasonable attorneys' fees; and (d) we take such action as you may reasonably require to assure that the lien of this Mortgage, your interest in the Property and our obligation to pay the sums secured by this Mortgage and the Note shall continue unimpaired. Upon such payment and cure by us this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

(18) FORECLOSURE BY POWER OF SALE: Upon condition, however, that if we pay all of the indebtedness required to be paid by us under the terms and provisions of the Note and this Mortgage, and perform all of the other obligations and agreements assumed and agreed to be performed by us under the terms and provisions of the Note and the within Mortgage, the grant and conveyance herein to you shall become null and void; but should default be made by us under the terms and provisions set forth in the preceding paragraph, entitled "DEFAULT", or should we fail to do and perform any other act or thing in the Note or in the within Mortgage required or agreed to be done and performed by us, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this Mortgage subject to foreclosure at the option of you, notice of the exercise of such option being hereby expressly waived by us, as Borrower, and you shall have the right to enter upon and take possession of the mortgaged property and after or without taking such possession to sell the same before the Court House door of the County (or the division thereof) where said property, or any substantial part of said property, is located, at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County; and upon the payment of the purchase price, you or the auctioneer at said sale are authorized to execute to the purchaser for and in the name of us, a good and sufficient deed to the property sold, You shall apply the proceeds of said sale or sales under this Mortgage as follows: First, to the expenses of advertising, selling and conveying, including a reasonable attorney's fee if the unpaid debt after default exceeds \$300, such attorney's fee to include fees for attorneys employed by you, or by your agents, and for such reasonable expenses incurred by you in protecting the Property providing insurable title to the purchaser and such other reasonable expenses that you, as Mortgagee, may incur to enforce all of the provisions of this mortgage, and the Note; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon, including any funds advanced by you for our transactions pursuant to the Note, even though we may then be in default; third, to the payment of the indebtedness hereby secured and interest and finance charges thereon in such order as you may elect, whether such debts shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to us or to whomsoever then appears of record to be the owner of our interest in said property. You may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder. We hereby waive any requirement that the mortgaged property be sold in separate

tracts and agree that you may, at your option, sell said property en masse regardless of the number of parcels hereby conveyed.

(19) ATTORNEY FEES: As used in this Mortgage and the Note, "attorney fees" shall include any attorney fees awarded by an appellate court.

(20) WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption. We hereby waive, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Mortgage.

(21) BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

(22) NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at **100 Peachtree St, Atlanta, Georgia 30303** or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

(23) RELEASE: This Mortgage secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. When we (1) have paid all sums secured by this Mortgage and (2) have requested that the revolving line of credit be canceled, you shall discharge this Mortgage. To the extent permitted by law, you may charge us a fee for such discharge and require us to pay costs of recordation, if any.

(24) WAIVER OF HOMESTEAD EXEMPTION: We waive the benefit of our Homestead Exemption as to the indebtedness secured by the Agreement or Note and this Mortgage.

(25) GENERAL: You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

THIS MORTGAGE has been signed by each of us under seal on the date first above written.

Shana Clark (Seal)
Shana Clark -Borrower

STATE OF ALABAMA, County ss:

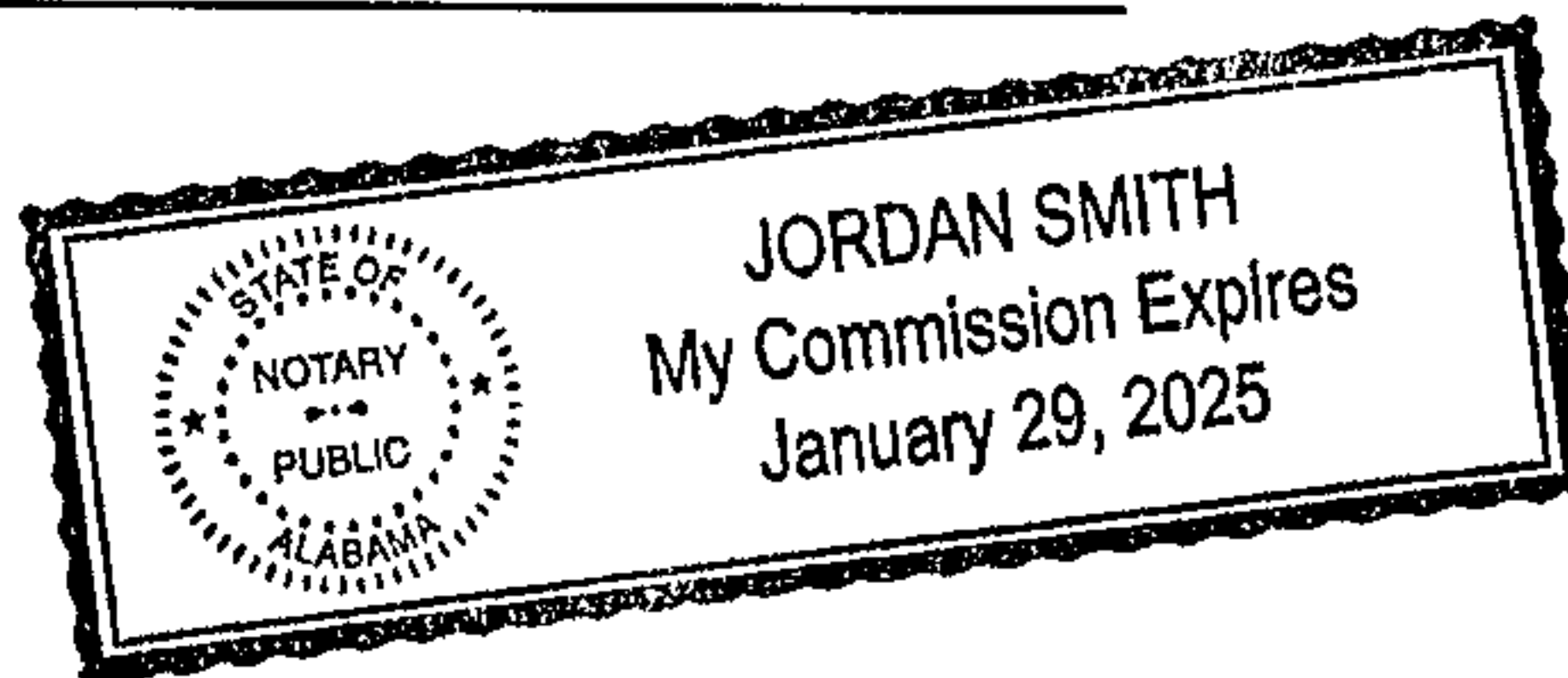
On this 14 day of May, 2021, I, Jordan Smith, a Notary Public in and for said county and in said state, hereby certify that **Shana Clark**, whose name(s) is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, she executed the same voluntarily and as her act on the day the same bears date.

Given under my hand and seal of office this 14 day of May, 2021.

My Commission Expires: 1/29/25

Jordan Smith
Notary Public

This instrument was prepared by
Bret Knettel/Symmetry Lending
6600 Peachtree Dunwoody Rd, Bld 300
Atlanta, Georgia 30328




Georgia's Own Credit Union NMLS: 539379
Fairway Independent Mortgage Corp NMLS: 2289

Amber N Brittain NMLS: 459933

20210519000246790 05/19/2021 11:50:07 AM MORT 7/7
EXHIBIT "A"

All that certain parcel of land situated in the County of Shelby, State of Alabama, being known and designated as follows: A parcel of land situated in the Southwest 1/4 of Section 4, Township 20 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of above said Section, Township and Range; thence South 00 degrees 00 minutes 00 seconds East a distance of 843.91 feet; thence North 84 degrees 34 minutes 01 seconds West a distance of 259.92 feet to the point of beginning; thence continue along the last described course, a distance of 299.18 feet; thence North 30 degrees 53 minutes 32 seconds West a distance of 63.78 feet to a point, said point being the beginning of a curve to the left having a radius of 493.00 feet, a central angle of 17 degrees 08 minutes 44 seconds and subtended by a chord which bears North 39 degrees 27 minutes 53 seconds West and a chord distance of 146.98 feet; thence along the arc of said curve a distance of 147.53 feet; thence North 48 degrees 02 minutes 15 seconds West a distance of 165.20 feet; thence South 84 degrees 34 minutes 01 seconds East a distance of 549.31 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 254.98 feet to the point of beginning.

Also, a right of way road or easement being 30 feet in width and to be used for the purpose of ingress and egress and fully extending Northwesterly from the Carolyn Nivens 7.5 acre tract to the pavement of Shelby County Highway 39 and to be described as being 15 feet in uniform width on each side of the following centerline description: From the Southwest corner of the Southeast 1/4 of Southwest 1/4 of Section 4, Township 20 South, Range 1 West Shelby County, Alabama, run North along the West 1/4-1/4 line 498.28 feet to an iron pin; thence turn right 91 degrees 15 minutes and run Easterly to an iron pin (Northwest corner of Nivens 7.5 acre tract); thence continue Easterly along last named course for 96.5 feet to the point of beginning of herein described centerline, thence turn left 130 degrees 15 minutes and run Northwesterly 227.5 feet; thence turn left 14 degrees 03 minutes and continue Northwesterly 263.3 feet; thence turn right 31 degrees 32 minutes and continue Northwesterly 175.1 feet; thence turn right 12 degrees 51 minutes and continue Northwesterly 95.6 feet; thence turn left 13 degrees 25 minutes and continue Northwesterly 263 feet to a point in the pavement of Shelby County Highway #39 and point of ending of the Southeast 1/4 of Southwest 1/4 of Section 4, Township 20 South, Range 1 West, Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/19/2021 11:50:07 AM
\$41.00 CHERRY
20210519000246790

Allen S. Bayl