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05/02/2022 12:09:28 PM
MORT 1/22

After Recording Return To: All In Credit Union
238 Virginia Ave
Daleville, AL 36322
334-598-4411

_____[Space Above This Line For Recording Data]_____

MORTGAGE

(OPEN-END CREDIT - THIS MORTGAGE SECURES FUTURE ADVANCES)

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 6, 8, 13 and 15. Certain rules regarding the usage of words used in this document are also provided in Section 11.

(A) "Security Instrument" means this document, which is dated 4/25/2022 together with all Riders to this document.

(B) "Borrower" is

THOMAS L JOHNSON JR HUSBAND AND CARRIE W JOHNSON NON-BORROWING SPOUSE

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is All In Credit Union

Lender is a CREDIT UNION

organized and existing under the laws of Alabama

Lender's address is 238 Virginia Ave, Daleville, AL 36322

Lender is the mortgagee under this Security Instrument.

(D) "Agreement" means the

Home Equity Line of Credit Agreement

signed by Borrower and dated 4/25/2022

. The Agreement states that Borrower may, from time to time, obtain advances not to exceed at any time, an amount equal to the Maximum Credit Limit (as defined therein) of

Three Hundred Thousand

Dollars (U.S. \$ 300,000.00

) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 4/29/2044

(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 Agreement, plus interest, any late charges or other fees and charges due under the Agreement, 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:

See Planned Unit Development 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 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) **"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 3) 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.

(L) **"Periodic Payment"** means the regularly scheduled amount due for principal and/or interest under the Agreement.

(M) **"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 Agreement 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 Agreement; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement. For this purpose, Borrower irrevocably mortgages, grants and conveys to Lender, with power of sale, the following described property located in SHELBY County, Alabama:

See Exhibit A

which currently has the address of 136 WINDSOR LN

PELHAM

[City]

, Alabama 35124-2844

[Zip Code]

[Street]

("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.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Late Charges or other Fees and Charges. Borrower shall pay when due the principal of, and interest on, the debt owed under the Agreement and late charges or other

fees and charges due under the Agreement. Payments due under the Agreement 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 Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Agreement 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 Agreement or at such other location as may be designated by Lender in accordance with the notice provisions in Section 10. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. If Borrower has breached any covenant or agreement in this Security Instrument and Lender has accelerated the obligations of Borrower hereunder pursuant to Section 16 then 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 Agreement 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 Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. 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.

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 2.

3. 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. Borrower shall 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 3 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear

interest at the rate chargeable for advances under the Agreement 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.

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 16 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 Agreement 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 Agreement or this Security Instrument, whether or not then due.

4. 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 3 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.

5. 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 5, 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 5.

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 rate payable under the Agreement 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. 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.

6. 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.

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 14, 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.

7. 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.

8. Joint and Several Liability; Co-signers; Successors and Assigns Bound. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 13. 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 is not personally liable under the Agreement (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 Agreement without the co-signer's consent.

9. 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 Agreement or by making a direct payment to Borrower. 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.

10. 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.

11. 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 Agreement conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Agreement 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.

12. Borrower's Copy. Borrower shall be given one copy of this Security Instrument.

13. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 13, "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 10 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.

14. 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 Agreement 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 13.

15. Hazardous Substances. As used in this Section 15: (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.

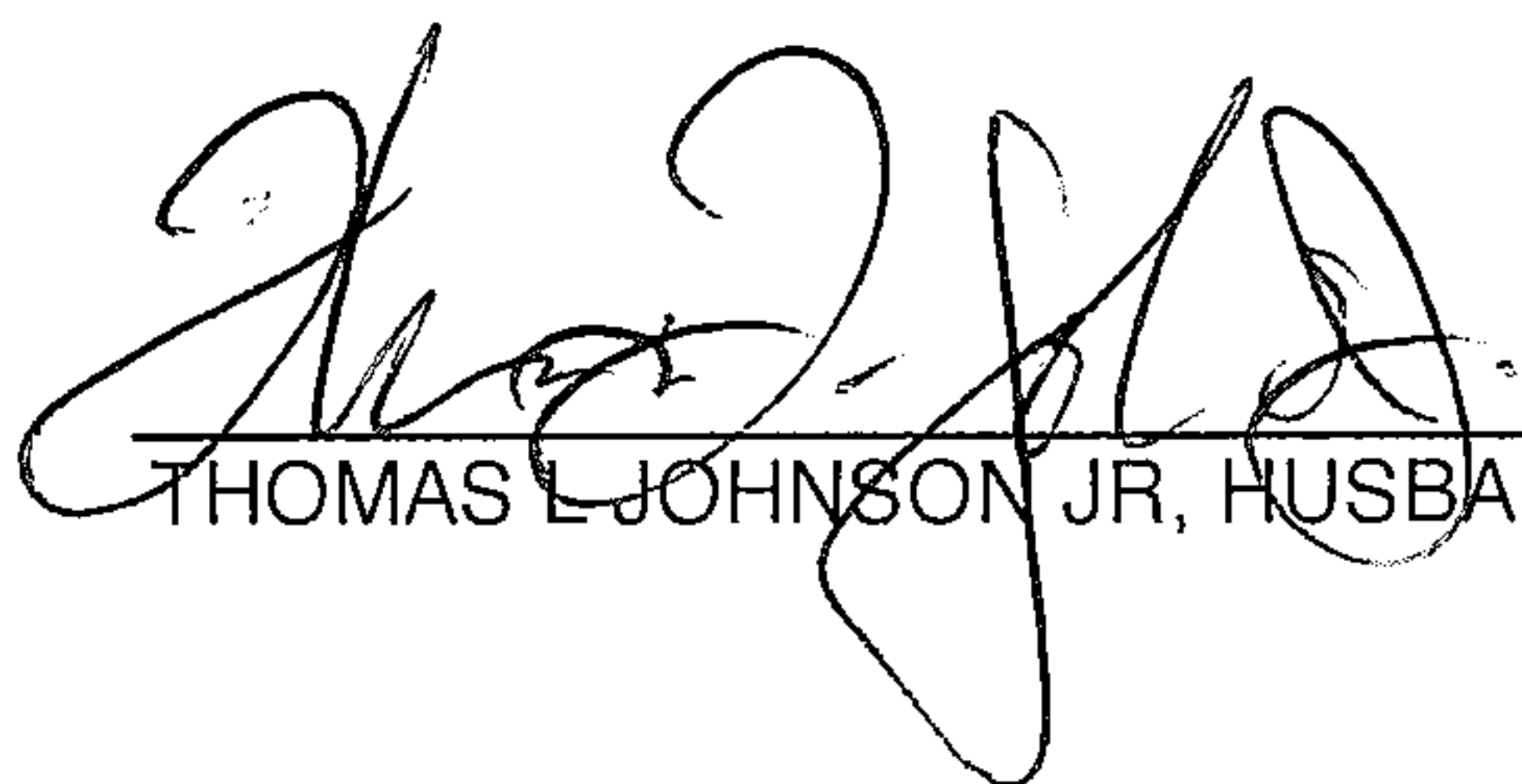
16. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 13 unless applicable law provides otherwise). The notice shall specify: (a) the default; (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 paragraph 16, 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 paragraph 10. 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.

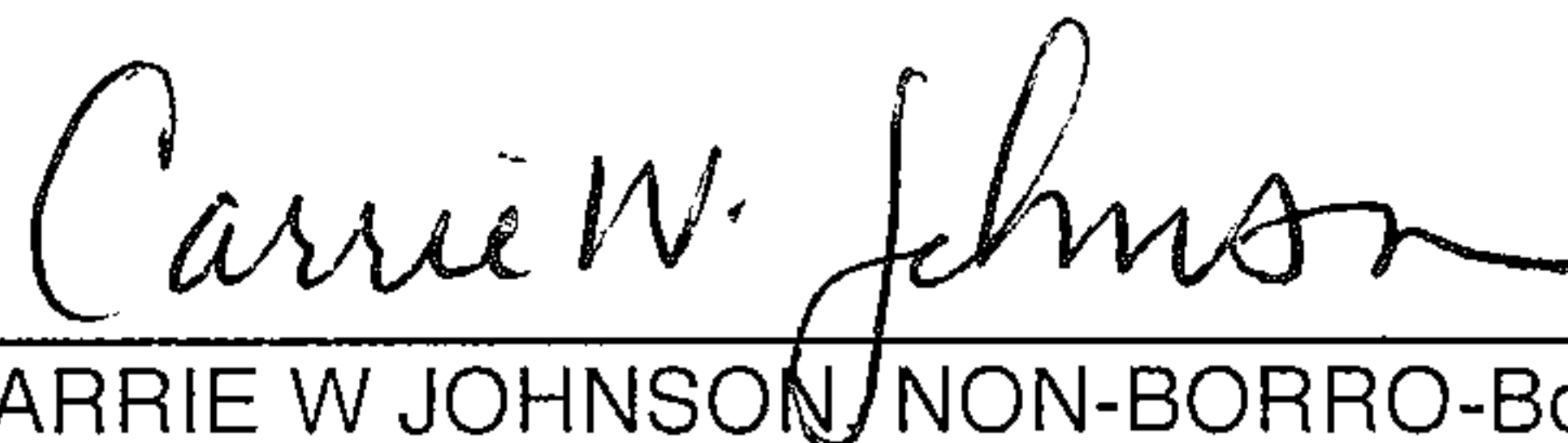
17. Release. Upon payment in full of all sums secured by this Security Instrument and termination of Borrower's ability to obtain further advances under the Agreement, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing 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.

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

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



THOMAS L JOHNSON JR, HUSBAND -Borrower



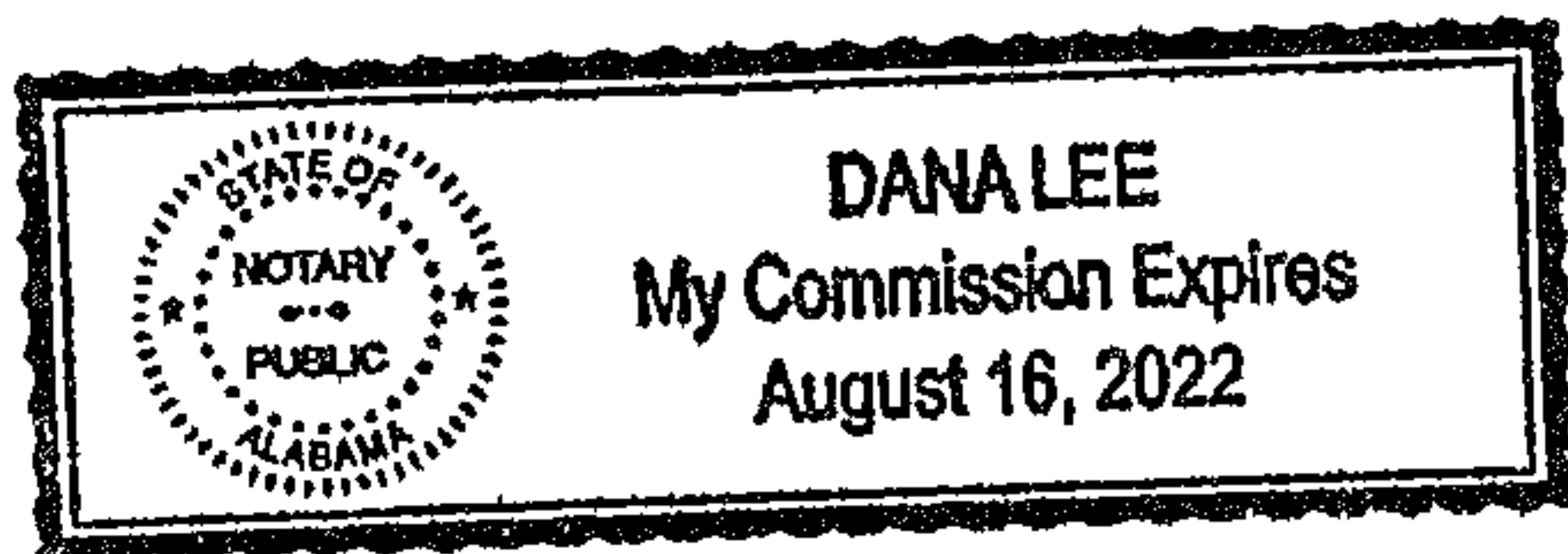
CARRIE W JOHNSON, NON-BORRO-Borrower

-Borrower

-Borrower

STATE OF ALABAMA)
)ss
COUNTY OF SHELBY)

I, the undersigned Notary Public, hereby certify that
THOMAS L JOHNSON JR, HUSBAND CARRIE W JOHNSON, NON-BORROWING SPC
whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to me,
acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they
executed the same voluntarily on the day the same bears date. Given under my hand this _____ day of _____



Notary Public
My commission expires: August 16, 22

All In Credit Union
238 Virginia Ave
Daleville, AL 36322

This Instrument Prepared By: _____
[Name and Address]

EXHIBIT A

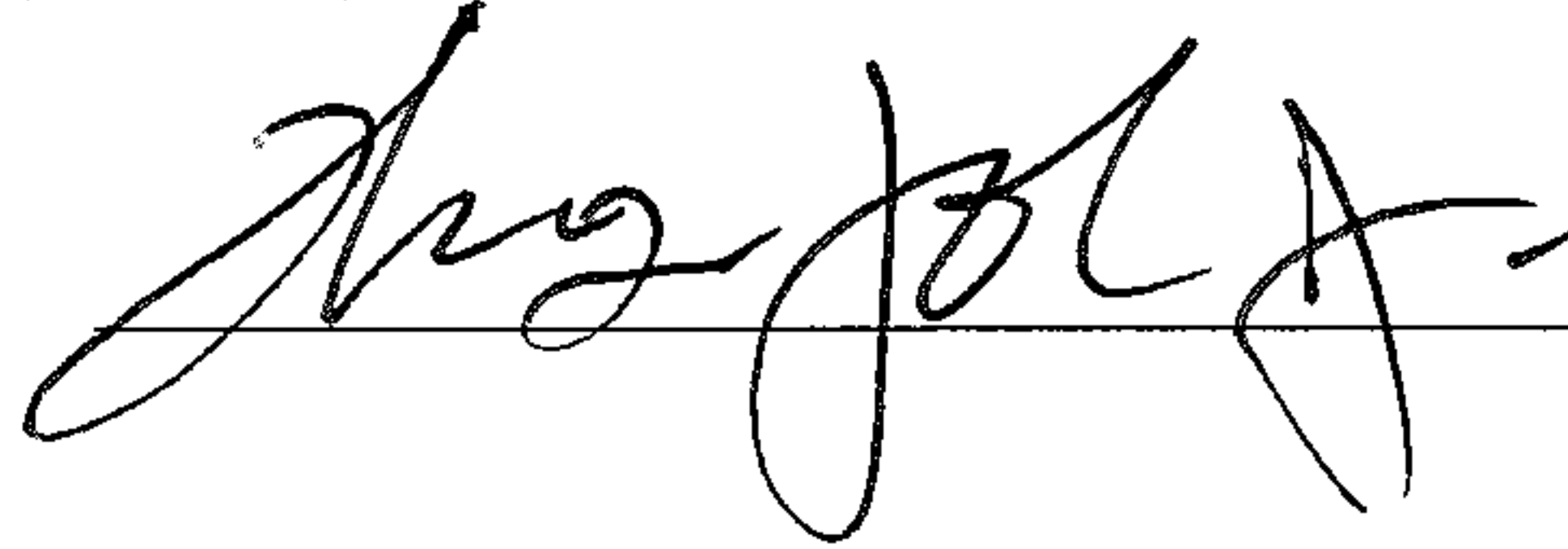
THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:

LOT 1303, ACCORDING TO THE SURVEY OF WEATHERLY, WIXFORD FOREST, SECTOR 13, AS RECORDED IN MAP BOOK 22, PAGE 23, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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



(Seal)
-Borrower

(Seal)
-Borrower

③



238 Virginia Avenue
Daleville, AL 36322
(800) 448-4096 • (334) 598-4411

CREDIT LINE ACCOUNT HOME EQUITY SECURED OPEN-END CREDIT AGREEMENT AND TRUTH-IN-LENDING DISCLOSURE

Name THOMAS L JOHNSON JR (Borrower) _____ (Borrower) _____

Address of Security Property 136 WINDSOR LN (Street) PELHAM, AL 35124-2844 (City) (State) (Zip)

Legal Description of Security Property See Security Instrument

Date of Agreement 4/25/2022 Account Number 303400600 Maximum Credit Limit \$ 300,000.00

Minimum Initial Advance \$0.00 Minimum Other Advance \$0.00

Final Date to Request Advance 4/25/2032 Agreement Maturity Date 4/29/2044

In this Agreement, the use of the words "Credit Union", "We", "Us" and "Our" mean ALL IN CREDIT UNION. Any person who signs this Agreement as Borrower, individually and collectively, is sometimes referred to as "You" or "Your". "Account" means the line of credit available to You under the terms of this Agreement. Numbers, phrases or words preceded by a ☐ are applicable only if the ☐ is marked, e.g. ☒.

1. PROMISE TO PAY. You promise to pay Us all amounts You borrow from Us under this Agreement, together with Finance Charges, Late Charges, Collection Costs or other charges described herein.

2. USE OF YOUR ACCOUNT. To the extent permitted by law and in this Agreement, You may use Your Account for any purpose.

3. CREDIT LIMIT. We have granted You a Maximum Credit Limit which is shown above and You agree not to exceed this Maximum Credit Limit. If You do, You will be in default under this Agreement and, in addition to any other rights We may have, We may require You to repay such excess sums immediately. Any amount of credit extended that exceeds the Maximum Credit Limit stated above is not secured by the interest in the Security Property.

In the event that Your Maximum Credit Limit is increased, this Agreement will continue in effect subject to the new Maximum Credit Limit.

4. ADVANCES. You may request an advance by telephone, in person, by letter, by writing a pre-printed Convenience Check that We may supply to You or by using any other means We have provided to access Your Account. When You request an advance, We may require You to prove Your identity. Unless Your Account has been suspended by Us, You will have credit available up to Your Maximum Credit Limit. Your first advance must be in an amount equal to at least the Minimum Initial Advance. All subsequent advances must be at least equal to the Minimum Other Advance amount as shown above and must be made prior to the Final Date to Request Advance, as also shown above. We may refuse to honor any non-conforming advance request and We may return unpaid any such Convenience Check to the payee. If You request an advance by telephone, We will either make a deposit to Your regular share account, Your share draft account or mail You a check, whichever You specify. In any event, such advances will appear on a subsequent statement which will be conclusive evidence of the request and Your obligation to repay it, unless You establish a billing error pursuant to the Fair Credit Billing Act.

5. PAYMENTS. Your scheduled payment will be due MONTHLY beginning 5/29/2022. You can obtain credit advances for

120 months (the "Draw Period"). During the Draw Period, Your Minimum Periodic Payment will be established at the close of each billing cycle at an amount equal to 1.00% of the then unpaid principal balance, subject to the lesser of \$35.00 or Your Account balance. During the Draw Period, any partial payment or prepayment of Your Account will not delay Your next scheduled payment.

After the Draw Period ends, You will no longer be able to obtain credit advances and You must repay Your outstanding Account balance (the "Repayment Period"). The length of the Repayment Period will depend on the date and the amount of Your last advance but in no event will exceed 144 months. During the Repayment Period, Your Minimum Periodic Payment will be calculated in the same manner as the Draw Period. During the Repayment Period, any partial prepayment of Your Account will be credited toward a maximum of three (3) future scheduled payments, as follows: (i) if the amount of Your prepayment is less than a full scheduled payment, the amount of Your next scheduled payment will be reduced by the amount of the partial payment; (ii) if the amount of Your prepayment equals or exceeds one full scheduled payment, but is less than two full scheduled payments, Your next scheduled payment will be delayed by one month, and the amount of Your subsequent scheduled payment will be reduced by the amount of any partial payment; (iii) if the amount of Your prepayment equals or exceeds two full scheduled payments, but is less than three full scheduled payments, Your next scheduled payment will be delayed by two months, and the amount of Your subsequent scheduled payment will be reduced by the amount of any partial payment; and (iv) if the amount of Your prepayment equals or exceeds three full scheduled payments, Your next scheduled payment will be delayed by three months, and the amount in excess of three full scheduled payments, if any, will be applied toward the unpaid principal balance of Your loan. You will not be charged a late charge if You elect to pay only the reduced payment amount and/or skip a payment during any payment deferral period, as described above. You may continue to make Your regularly scheduled payment during any billing cycle in which Your minimum payment has been reduced or You are permitted to skip a payment, and to the extent that any portion of such payment is applied to the outstanding principal balance of Your loan, doing so will have the effect of reducing the total amount of interest charges that accrue on Your account.

Further paragraphs of this Agreement are set forth on the additional pages titled "Additional Provisions of Agreement," and You agree to be bound by all of the provisions of this Agreement.

4/24/22
Borrower Date

Borrower Date

Witness Date

Witness Date

ACKNOWLEDGMENT BY NON-BORROWER WHO WILL EXECUTE A MORTGAGE/DEED OF TRUST.

The undersigned will be executing a Mortgage/Deed of Trust on the Security Property shown above in favor of ALL IN CREDIT UNION, but will have no personal liability under the above Agreement. The undersigned acknowledges receipt of a completed copy of this Agreement.

X 4/24/22
Date

Date

Additional Provisions of Agreement

Payments will be applied first to any Late Charge owing, then to Finance Charges due, then to the outstanding principal balance. Any unpaid Finance Charges will be paid by subsequent payments and will not be added to the principal. You may make more frequent payments which will reduce Your Finance Charges. You may also repay or prepay all or any portion of the amounts You owe at any time without penalty.

Paying only the minimum payment may not be sufficient to fully amortize Your unpaid Account balance by the end of the Repayment Period in which case, You will be required to pay Your entire remaining Account balance in a single balloon payment on the Agreement Maturity Date. All payments to Us must be in lawful money of the United States.

6. FINANCE CHARGES. You will be charged a Finance Charge at a Variable Periodic Rate on Your Account for the period any balance is outstanding. Balance(s) change each time advances are made, payments are made or credits given. The Finance Charge begins to accrue on the date of each advance and there is no grace period. The Finance Charge is determined by multiplying the unpaid balance in Your Account at the close of each day in the billing cycle being accounted for by the Daily Periodic Rate. The balance used to compute the Finance Charge is the unpaid balance each day after payments, credits and unpaid Finance or Late Charges have been subtracted and any new advances, insurance premiums and or other charges have been added. The sum of these charges is the Finance Charge You owe.

☒ On the date Your Account is established, FINANCE CHARGES will be computed using a Daily Periodic Rate of 0.012329 %, corresponding to an **ANNUAL PERCENTAGE RATE** of 4.500 %.

☐ On the date Your Account is established, Your Account will be subject to a discounted Introductory Rate. FINANCE CHARGES will be computed using a Daily Periodic Rate of _____ %, corresponding to an **ANNUAL PERCENTAGE RATE** of _____ %. This Introductory Rate will be in effect until _____. If Your Account was not subject to this discounted Introductory Rate, Your Account would have been subject to a Daily Periodic Rate of _____ % corresponding to an **ANNUAL PERCENTAGE RATE** of _____ %.

7. VARIABLE RATE. Following the expiration of any Introductory Rate period, Your Account will be subject to a Variable Rate which is based on the highest Prime Rate as published in the Money Rates Section of The Wall Street Journal in effect on the last day of each calendar month ("Index") plus one point two five zero percentage points (1.250 %) ("Margin"). The Index plus the Margin equals the Interest Rate. Changes in the Index will cause changes in the Interest Rate on the day the Introductory Rate period expires, and subsequently on the 1st day of the calendar month that immediately follows a change in the Index. Increases or decreases in the Interest Rate will result in like increases or decreases in the Finance Charge and may affect the number of Your scheduled payments and the amount of Your final payment. Under some circumstances, Your payment will not cover the Finance Charges that accrue and Negative Amortization will occur. Negative Amortization will increase the amount that You owe Us and reduce Your equity in Your home. The Annual Percentage Rate does not include costs other than interest. Your Interest Rate will never be less than: ☒ 4.00%; ☐ 5.00%; nor greater than 18.00%, and will apply to the remaining principal balance. If the Index becomes unavailable, We may select another Index and Margin which would result in a substantially similar Interest Rate.

8. SECURITY. Your Account is secured by a Mortgage/Deed of Trust You have given Us on the Security Property described above as well as the proceeds of the sale of such Security Property. Except as stated herein, Your Account is not secured by any other collateral, real or personal, tangible or intangible.

9. OTHER CHARGES. In addition to the Finance Charges, Your Account is subject to certain other charges which You agree to pay either separately or as a result of advances made to Your Account ("e" means estimate):

Appraisal Fee	\$ _____
Recording Fees	\$ <u>68.00</u>
Title Policy Fees	\$ _____
Credit Report	\$ <u>10.00</u>
Flood Certification	\$ <u>12.00</u>
E-Recording Fee - Lende	\$ <u>13.00</u>
AVM - LenderClose	\$ <u>20.00</u>
Legal & Vesting Plus Lier	\$ <u>150.00</u>
Hybrid Valuation - Lende	\$ <u>0.00</u>
Property Condition Repoi	\$ <u>65.00</u>
Title Search - LenderClo	\$ <u>129.00</u>
Total of Charges	\$ <u>467</u>

☒ The fees and charges shown above have been paid by the credit union because You have agreed to maintain Our security interest on the Security Property securing Your Account for at least 24 consecutive months following the Date of Agreement. If Our security interest in the Security Property securing Your Account is cancelled for any reason within the 24-month period following the Date of Agreement, You will be required to reimburse Us for these fees and charges which will be posted as an advance on Your Account immediately preceding the time Your Account is closed.

10. COLLECTION COSTS. To the extent permitted by law, You agree to pay all costs of collections, including attorneys' fees whether or not suit is filed, and other costs, including court costs.

11. LATE CHARGES. If Your payment is more than 10 days late, You will be charged the greater of \$18.00 or 5.00% of the payment due, subject to a \$100.00 maximum.

12. PROPERTY INSURANCE. You agree to insure the Security Property against fire and other hazards, in the amount and for the period required by Us, with Us named as Mortgagee for Our protection. You may purchase the insurance from any insurer You want, but We have the right not to accept the insurer for reasonable cause. If You do not get or keep such insurance, We may (but are under no obligation to do so) obtain it and add the costs to the principal balance of Your Account and You agree to pay for it.

13. TERMINATION. If You fail to meet the terms of repayment, or if You act or fail to act in a way that adversely affects Our security interest or other rights in the Security Property, or if You have committed fraud or made a material misrepresentation in connection with the Account, We may terminate this Agreement and require You to pay Us the outstanding balance in one payment, or subject to the Governing Law, cause the Security Property to be sold and the proceeds of sale to be applied to Your obligation to Us. To the extent permitted by law, You agree to pay any reasonable costs of protecting, retaking, repairing or selling the Security Property.

14. SUSPENSION. Your right to request additional advances may be suspended, or Your Maximum Credit Limit reduced, at Our option, in the following instances: (1) You fail to make the scheduled payments due to Us; (2) You fail to make timely payments to the holders of Mortgages/Deeds of Trust senior to Ours; (3) You fail to pay real property taxes prior to delinquency; (4) You fail to maintain the required property insurance; (5) the value of the Security Property declines significantly below the appraised value upon which We relied in approving Your application; (6) We reasonably believe that Your ability to meet Your payment obligations is impaired because of a material change in Your financial circumstances; (7) Governmental action precludes Our imposing the Interest Rate provided herein or adversely affects the priority of Our Security Interest such that the value of Our interest is less than 120% of Your Maximum Credit Limit; (8) the maximum Interest Rate under this plan is reached; or (9) Government regulatory authorities find that further advances under this plan constitute an unsafe and unsound practice. When the condition which caused the suspension of advances or reduction of Your Maximum Credit Limit no longer exists, the original terms of this Agreement will be reinstated. You understand that if Your right to request additional advances is suspended or Your Maximum Credit Limit is reduced, You still owe Us whatever sums You have already borrowed, all other charges under this Agreement and applicable Finance Charges.

15. CHANGE IN TERMS. We may change the terms of this Agreement upon proper notice to You in the following situations: (1) as provided in this Agreement; (2) to adopt a new Index if the current Index becomes unavailable; (3) by written agreement with You; (4) if the change benefits You; or (5) the change is insignificant.

16. LIMITATIONS ON THE USE OF CONVENIENCE CHECKS. We reserve the right not to honor any Convenience Check if: (1) by paying a Convenience Check You would exceed Your Maximum Credit Limit; (2) Your Convenience Check is post-dated. We are not responsible for any resulting loss or liability, however, if any such Convenience Check is honored and, as a result, any other Convenience Check is returned unpaid; (3) Your Convenience Checks have been reported lost or stolen; (4) Your Convenience Check is not signed by a Borrower under this Agreement; (5) Your Account has been suspended or terminated as provided for in this Agreement or could be if a particular Convenience Check were to be honored; and/or (6) Your Convenience Check is less than the Minimum Initial or Minimum Other Advance as shown in this Agreement or You are in violation of any transaction requirement or would be if We honored Your Convenience Check.

17. ADDITIONAL INFORMATION. You agree that You will promptly tell Us in writing if You move, change Your name or change Your employment. You will also provide Us updated financial information upon Our request.

18. DELAY IN ENFORCEMENT. We can delay enforcing any of Our rights under this Agreement without losing them. We can accept late payments, partial payments, or any other payments even if they are marked "paid in full", without losing any of Our rights under this Agreement.

19. SEVERABILITY. If any provision of this Agreement is held to be unenforceable, such determination shall not affect the validity of the remaining provisions of this Agreement.

20. LIABILITY OF PARTIES. Each Borrower will be responsible, jointly and severally, for the repayment of amounts owed.

21. TAX DEDUCTIBILITY. You should consult a tax advisor regarding the deductibility of interest and charges under Your Account.

22. GOVERNING LAW. This Agreement is controlled and governed by the laws of the State of Alabama, except to the extent that the laws of the state where the Security Property is located governs property rights related to the Security Property and except to the extent that such laws are inconsistent with controlling federal law

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE.

This notice contains important information about Your rights and Our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT.

If You think Your statement is wrong, or if You need more information about a transaction on Your statement, write Us on a separate sheet, at Our Address shown in this Agreement. Write to Us as soon as possible. We must hear from You no later than 60 days after We send You the first statement on which the error or problem appeared. You can telephone Us, but doing so will not preserve Your rights.

In Your letter, give Us the following information:

- Your Name and Account Number.
- Dollar amount of the suspected error.
- Describe the error and explain, if You can, why You believe there is an error. If You need more information, describe the item You are not sure about.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE.

We must acknowledge Your letter within 30 days, unless We have corrected the error by then. Within 90 days, We must either correct the error or explain why We believe the statement was correct.

After We receive Your letter, We cannot try to collect any amount You question, or report You as delinquent. We can continue to bill You for the amount You question, including Finance Charges, and We can apply any unpaid amount against Your Credit Limit. You do not have to pay any questioned amount while We are investigating, but You are still obligated to pay the parts of Your statement that are not in question.

If We find that We made a mistake on Your statement, You will not have to pay any Finance Charges related to any questioned amount. If We didn't make a mistake, You may have to pay Finance Charges, and You will have to make up any missed payments on the questioned amount. In either case, We will send You a statement of the amount You owe and the date that it is due.

If You fail to pay the amount that We think You owe, We may report You as delinquent. However, if Our explanation does not satisfy You and You write to Us within 10 days telling Us that You still refuse to pay, We must tell anyone We report You to that You have a question about Your statement and We must tell You the name of anyone We reported You to. We must tell anyone We report You to that the matter has been settled between Us when it finally is.

If We don't follow these rules, We can't collect the first \$50.00 of the questioned amount, even if Your statement was correct.



APPLICATION, DISCLOSURES, AND PROGRAM AGREEMENT for DEBT PROTECTION PLAN

BORROWER NAME	CO-BORROWER NAME	LOAN NUMBER	ACCOUNT NUMBER	DATE OF LOAN
THOMAS L JOHNSON JR		533339	400125182	4/25/2022

This Product is Optional. Your purchase of the Debt Protection Plan ("Plan") is optional. Whether or not you purchase this protection will not affect your application for credit or the terms of any existing credit agreement you have with All In Credit Union ("us" or "we").

Termination of the Plan. You have the right to terminate the Plan at any time. If you terminate within 30 days, we will refund any fees paid. We have the right to terminate the Plan by giving you written notice at least 30 days in advance of the termination. See the "Termination of the Plan and Change in Terms" section for other ways the Plan may terminate.

Benefits May Be Denied. Even if you are eligible to purchase this Plan, there are eligibility requirements, conditions, and exclusions that could prevent you from receiving cancellations under the Program. This agreement will provide you with a complete explanation of all eligibility requirements, conditions, and exclusions for the Plan. **Example:** If you received medical treatment within the 6 months before enrolling, and you become disabled for that condition within the 6 months after enrolling, you will not qualify for Disability cancellations (this is called a "pre-existing condition").

Eligible Loans: closed-end consumer loans, consumer lines of credit, credit cards, closed-end home equity loans (i.e., second mortgages), and home equity lines of credit

I Elect: (Check only one box)		Cost:		
		Lines of Credit: monthly cost per \$1,000 of outstanding loan balance	Closed-End Loans: estimated total fee	
PLAN 1: Plan #532600				
Death:	Cancels loan balance up to \$75,000	<input type="checkbox"/> Borrower (single)	\$2.83	\$ _____
Disability:	Cancels up to \$1,000 per month for up to 12 payments*	<input type="checkbox"/> Co-Borrower (single)	\$2.83	\$ _____
Involuntary Unemployment:	Cancels up to \$1,000 per month for up to 3 payments*	<input type="checkbox"/> Both Borrowers (joint)*	\$3.37	\$ _____
* Joint Protection protects co-borrower from the protected event of Death only.				
PLAN 2: Plan #532601				
Death:	Cancels loan balance up to \$75,000	<input type="checkbox"/> Borrower (single)	\$2.11	\$ _____
Disability:	Cancels up to \$1,000 per month for up to 12 payments*	<input type="checkbox"/> Co-Borrower (single)	\$2.11	\$ _____
* Joint Protection protects co-borrower from the protected event of Death only.		<input type="checkbox"/> Both Borrowers (joint)*	\$2.65	\$ _____
PLAN 3: Plan #532602				
Death:	Cancels loan balance up to \$75,000	<input type="checkbox"/> Borrower (single)	\$0.88	\$ _____
		<input type="checkbox"/> Co-Borrower (single)	\$0.88	\$ _____
		<input type="checkbox"/> Both Borrowers (joint)	\$1.42	\$ _____

Cancellation Maximums

Monthly cancellations listed are per occurrence for each protected borrower.

Monthly cancellations are limited to a maximum of \$15,000 over the term of the loan, per each Protected Event and per each protected Borrower.

* Joint protection on Plans 1 and 2 protects Co-Borrower from the Protected Event of Death only.

☒ No, I do not wish to apply for the voluntary Plan at this time. (Borrower initials) _____ (Co-Borrower initials) _____

Application Eligibility:

Eligible borrowers may apply for coverage any time up to 180 days after the date of (a) your closed-end loan or (b) an advance under a line of credit. Only one Borrower and one Co-Borrower may apply for the Plan. Co-signers, guarantors, and non-borrower owners of collateral are not eligible to apply.

To be eligible to apply, I must meet the following conditions. By signing this Application, I am stating that:

1. I am under age 70;
2. If applying for Death or Disability protection: During the last 2 years, I have not been advised of or treated for: cancer, heart attack or coronary artery disease, stroke, cirrhosis, AIDS, or had a positive HIV test;
3. If applying for Disability or Involuntary Unemployment protection: I am presently working 24 or more hours per week;
4. If applying for Involuntary Unemployment protection: I am not self-employed, and I have not received unemployment benefits within the past 2 years.

90-Day Waiting Period: Involuntary unemployment that occurs within the first 90 days after your Effective Date will not be covered.

Borrowers' Signatures

Yes, I want to purchase the Plan. I have received a copy of this Application, Disclosures, and Program Agreement ("agreement"), and agree to follow the terms of this agreement. I authorize the Plan fees to be added to my loan payment each month. This document is a part of my loan or line of credit agreement. Each borrower applying for protection must sign (both borrowers must sign if applying for joint protection).

Borrower Signature	Date
Co-Borrower Signature	Date

BENEFIT CHART - REQUIREMENTS, CONDITIONS, AND EXCLUSIONS

The following describes the types of Protected Events, the amounts cancelled, and the exclusions and conditions that apply:

Protected Event	To qualify for cancellations:	Number of cancellations and amount*:	You will not receive cancellations if:
Death	If you die during the term of this agreement, you will be eligible for cancellation.	We will cancel the outstanding balance, up to \$75,000. Only one cancellation will be made, even if you have joint protection. If you have joint protection and both borrowers die at the same time, no more than \$75,000 will be cancelled.	1. Your death is due to: a. suicide committed within the first 2 years of protection; b. an intentionally self-inflicted injury; c. a Pre-existing Condition (see Definition section); d. war or any act of war, whether declared or undeclared; or 2. Your death occurs on or after your 70 th birthday; or 3. Within the first 2 years after you apply, we find you were not eligible when you applied.
Disability	During the term of this agreement, you must: 1. Be continuously unable, due to sickness or injury, to perform the substantial and material duties of your regular occupation; and 2. Be under the regular care and treatment of a licensed physician or licensed health care provider; and 3. Be disabled for at least 30 consecutive days.	1. Once you are disabled for 30 days, we will cancel one payment as of your Monthly Anniversary Date. Thereafter, we will cancel one monthly payment for each month that you remain disabled on your Monthly Anniversary Date for up to 12 total payment cancellations. Your Monthly Anniversary Date is the numerical date of the month on which you become disabled. Example: Suppose you become disabled on April 4. If you are still disabled on the Monthly Anniversary Date of May 4, we will cancel one monthly payment, and each additional monthly payment thereafter for each month you remain disabled on your Monthly Anniversary Date. 2. Cancellations will immediately stop if: a. you recover or return to work; or b. the loan is paid off, refinanced with a different lender, or discharged. 3. Maximum monthly cancellation: \$1,000. 4. Maximum cancellation over the term of the loan: \$15,000 per borrower regardless of the number of occurrences.	1. Your disability is due to: a. an intentionally self-inflicted injury; b. a normal pregnancy, normal childbirth, or elective abortions. Complications due to pregnancy or childbirth will only be protected if the complications themselves are the cause of the disability; c. a Pre-existing Condition (see Definition section); d. war or any act of war, whether declared or undeclared; or 2. Your disability occurs on or after your 70 th birthday; or 3. Within the first 2 years after you apply, we find you were not eligible when you applied.
Involuntary Unemployment	During the term of this agreement, you must: 1. Involuntarily lose your employment in which you were actively working for income for 24 hours or more per week; and 2. Be involuntarily unemployed for 30 consecutive days; and 3. Be receiving state or railroad unemployment benefits.* *If you are still unemployed after reaching your maximum state or railroad benefits, you must be registered with a state employment office or otherwise recognized employment agency to continue having payments cancelled. *If you reside in a state or territory without unemployment benefits, you must be registered with a recognized employment agency in order to continue having payments cancelled.	1. We will cancel one payment if you are involuntarily unemployed for 30 days. Thereafter, we will cancel one payment for each Monthly Anniversary Date on which you are unemployed, for up to 3 total payment cancellations. Your Monthly Anniversary Date is the numerical date of the month on which you become unemployed. Example: Suppose you become involuntarily unemployed on April 4. If you are still unemployed 30 days later on May 3, we will cancel one monthly payment. If you are still unemployed on the Monthly Anniversary Date of May 4, we will cancel one additional monthly payment, and each monthly payment thereafter for each month you remain unemployed on your Monthly Anniversary Date. 2. Cancellations will immediately stop if: a. your unemployment benefits are discontinued for any reason other than reaching the maximum benefit allowed;	1. You are unemployed due to a normal, routine or seasonal shut-down; 2. Your unemployment occurs on or after your 70 th birthday; 3. Your unemployment occurs within the first 90 days after the Effective Date. 4. Your unemployment was voluntary (e.g., you retired, quit, or resigned); or 5. Within the first 2 years after you apply, we find you were not eligible when you applied.

Protected Event	To qualify for cancellations:	Number of cancellations and amount*:	You will not receive cancellations if:
		b. you regain employment; or c. the loan is paid off, refinanced with a different lender, or discharged. 3. Maximum monthly cancellation: \$1,000. 4. Maximum Cancellation over the term of the loan: \$15,000 per borrower regardless of the number of occurrences.	

***Additional Conditions:**

- Monthly cancellations listed above are per occurrence and per each protected borrower.
- If the Monthly Anniversary Date is the 29th, 30th, or 31st, the Monthly Anniversary Date will be the last day of the month in months in which there is no 29th, 30th, or 31st day.
- Cancellations will not be provided under one Protected Event if you are currently receiving cancellations under another Protected Event.
- Additional Disability cancellations will not be provided if you suffer another disability while you are already receiving Disability cancellations.

OTHER IMPORTANT TERMS**Fees and Cancellations**

What amounts will be cancelled? For Death protection, we will cancel the outstanding balance as of the date of death, up to the maximum listed on the Benefit Chart. For any other Protected Event, we will cancel the minimum regularly scheduled monthly loan payment due as of the month in which your Protected Event occurs, up to the maximum listed on your Benefit Chart. The amounts cancelled will include principal, interest, the monthly Plan fee and any amounts originally financed as part of the loan. We will not cancel late fees or other fees, real estate taxes or property insurance premiums; or any past due amounts. If you have a balloon loan, the balloon payment will only be covered for a Protected Event that cancels the outstanding balance.

How is my Plan Fee calculated and collected? The Plan Fee is calculated by applying the rate per \$1,000 (or any fraction thereof) to your monthly outstanding balance and will be charged and collected monthly. The fee is added to your outstanding balance and becomes part of your monthly loan payment. If you purchase the Plan after your loan has closed, we may increase your minimum monthly payment or extend the term of your loan.

What are the tax implications? You may be subject to federal, state and local taxes on the amount of your cancelled loan payment or balance. You should consult your tax advisor. We do not provide you with guidance on the tax implications, if any, of a cancelled debt.

Filing a Claim

How do I file a claim? Contact us at (334) 598-4411. You must be able to verify the Protected Event to our satisfaction. If your delay in filing a claim prevents us from determining eligibility under the Plan, we will not make any cancellations.

In the event of a claim, we may ask you to sign a medical release and provide your past medical history.

Can you dispute my coverage? Yes. If within the first 2 years of this Plan, we find that you did not meet the eligibility requirements at the time of your application, your protection under the Plan will be removed, you will receive a refund of fees paid, and an otherwise valid claim will be denied. We can also deny a claim for the reasons listed in the Benefit Chart.

Do I have to make payments while my claim is being processed? Yes. While we are processing your claim, you must make your monthly payment on your loan or line of credit by the due date. Once cancellations begin, you are responsible for any amounts that are not cancelled.

What if I become disabled again or lose my job again? If you become disabled again with the same condition within 6 months of having recovered, or you become involuntarily unemployed again within 6 months of returning to full-time work, this will be a continuation of the first event. This means that if the maximum number of cancellations was already reached, we will not make any additional cancellations. But if you become disabled again with the same condition more than 6 months after your recovery, or you become involuntarily unemployed again more than 6 months after you return to full-time work, this will be a new event. It will also be a new event if you become disabled again with a different condition. This means you start a new set of cancellations, up to the maximums listed in your Benefit Chart.

What if I have an unrelated injury or sickness while I am disabled? If you are disabled ("original occurrence") and sustain another sickness or injury which would also be disabling, the second sickness or injury will not be considered a new occurrence of Disability. This means that you will receive cancellations for the second sickness or injury only if you did not reach your maximum per-occurrence cancellations for the original occurrence.

Termination of the Plan and Change in Terms

How can the Plan be terminated? (a) You may terminate this Plan at any time by writing us at All In Credit Union, 238 Virginia Ave., Daleville, AL 36322. If you do so within 30 days of the first time we bill you, we will credit your loan account for any fees charged. (b) We can terminate this Plan by giving you written notice at least 30 days in advance of the termination. Termination will be effective on the first of the month after you receive notice of termination. Fees for the month in which notice of termination is received will still be due and collected from the loan payment. (c) Your Plan will be terminated immediately and without notice: (1) If your loan is paid off, refinanced with us or another lender, sold, transferred, or discharged. (2) If your loan or line of credit payments are past due 90 days or more (if you bring your loan current after your Plan has been terminated for delinquency, you must reapply for the Plan). (3) You fail to pay the Plan fee. (4) When you reach age 70 or die. For joint protection, when the oldest borrower reaches age 70, the oldest borrower's protection terminates. Protection will automatically convert to Single Protection for the younger borrower (and the monthly fee will be adjusted accordingly). Once the younger borrower reaches age 70, all protection will terminate. If either borrower dies, any available cancellation for death will be made, subject to the terms of this agreement, and the protection for that borrower will terminate. or (5) When the protected balance is paid off under the Plan or all maximum cancellations are reached.

Can you change the fee and terms of this Plan? Yes. We can change the terms of this Plan, including the fee, at any time. If we do, we will give you prior notice and a chance to terminate the Plan without penalty.

What if I refinance or modify my loan? If you refinance your loan with another lender, this Plan will terminate; if we are making cancellations when you refinance, cancellations will cease. If you refinance the loan with us so that you have a new loan with us, this Plan will terminate and you will need to complete a new debt protection application and requalify for protection if you wish to have debt protection on the new loan. However, if we are making

cancellations at the time you refinance your loan with us, those cancellations will continue on the new loan in accordance with this agreement. If you modify the terms of your loan, coverage will continue.

What if my loan ends while I am receiving cancellations under the Plan? Cancellations will stop if the loan is paid off, refinanced with a different lender, sold, transferred, or discharged, even if you haven't received all of your cancellations.

Definitions

Actively working 24 or more hours per week and full-time employment: This means that you are actively working for income for 24 hours or more per week. Working means actually performing your job duties and not off of work due to leave of absence; layoff; routine or seasonal work interruption; or any other reason.

Effective Date: This means the date your Plan becomes effective, which is the later of: (1) the date you sign the Plan application; or (2) the date the loan funds are disbursed; or (3) the date of your first advance under a protected line of credit.

Pre-existing condition: This means a condition for which you received medical treatment or advice or had diagnostic tests for the same or related condition in the 6 month period prior to the Effective Date or an advance under a line of credit. This exclusion only applies if the Protected Event begins within the 6 months after the Effective Date or within the 6 months after an advance under a line of credit.

Example: if you break your leg within the 6 months before the Effective Date or an advance under a line of credit, and you become disabled because of that broken leg within 6 months after the Effective Date or advance, we will not make any cancellations. However, if you become disabled 7 months after the Effective Date or advance, we will make cancellations as described in the Benefit Chart.

Who to Contact with Questions or Concerns About this Plan

Call us at (334) 598-4411 or write or visit us at All In Credit Union, 238 Virginia Ave., Daleville, AL 36322.

This is Not an Insurance Policy

This agreement is not a policy of insurance and you will not receive cash benefits. This agreement is between you and us as your creditor. Under this agreement, we will cancel your loan balance or payments if you qualify for such cancellation(s) under the terms of this agreement. If your claim is approved by us, we will cancel your balance or loan payments in accordance with this agreement. We have hired Minnesota Life Insurance Company to administer claims on our behalf, but they are not a party to this agreement.

NOTICE OF RIGHT OF RESCISSION*Keep me copy***1. NOTICE OF YOUR RIGHT TO CANCEL**

- Instructions:**
1. Check the box for the appropriate transaction type.
 2. Have each member/consumer sign Acknowledgment of Receipt.
 3. Give each member/consumer two copies of Notice of Right to Cancel.

☒ Open-End Line of Credit

The credit union has agreed to establish an open-end credit account for you, and you have agreed to give us a mortgage, deed of trust, lien, or other security interest on your home as security for the account. You have a legal right under federal law to cancel the account, without cost, within three (3) business days from whichever of the following events occurs last:

- (1) the opening date of your account which is 4/25/2022; or
- (2) the date you received your Truth-In-Lending Disclosures; or
- (3) the date you received this notice of your right to cancel.

If you cancel the account, the mortgage, deed of trust, lien, or other security interest on your home is also cancelled. Within 20 calendar days of receiving your notice, the credit union must take the steps necessary to reflect the fact that the mortgage, deed of trust, lien, or other security interest on your home has been cancelled, and the credit union must return to you any money or property you have given to us or to anyone else in connection with the account.

You may keep any money or property the credit union has given you until the credit union has done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address shown below. If the credit union does not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

☐ Open-End Line of Credit Increasing the Security

You have agreed to increase the amount of the (mortgage/deed of trust/lien/security interest) (on/in) your home that the credit union holds as security for your open-end credit account. You have a legal right under federal law to cancel the increase, without cost, within three business days after the latest of the following events:

- (1) the date of the increase in the security which is _____; or
- (2) the date you received your Truth-In-Lending Disclosures; or
- (3) the date you received this notice of your right to cancel the increase in the security.

If you cancel the increase in the security, your cancellation will apply only to the increase in the amount of the (mortgage/deed of trust/lien/security interest). It will not affect the amount you presently owe on your account, and it will not affect the (mortgage/deed of trust/lien/security interest) the credit union already has (on/in) your home. Within 20 calendar days after the credit union receives your notice of cancellation, the credit union must take the necessary steps to reflect the fact that any increase in the (mortgage/deed of trust/lien/security interest) (on/in) your home has been cancelled. The credit union must also return to you any money or property you have given the credit union or to anyone else in connection with this increase.

You may keep any money or property the credit union has given you until the credit union has done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address shown below. If the credit union does not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

☐ Open-End Line of Credit Increasing the Credit Limit

The credit union has agreed to increase the credit limit on your open-end credit account. The credit union has a (mortgage/deed of trust/lien/security interest) (on/in) your home as security for your account. Increasing the credit limit will increase the amount of the (mortgage/deed of trust/lien/security interest) (on/in) your home. You have a legal right under federal law to cancel the increase in your credit limit, without cost, within three business days after the latest of the following events:

- (1) the date of the increase in your credit limit which is _____; or
- (2) the date you received your Truth-In-Lending Disclosures; or
- (3) the date you received this notice of your right to cancel the increase in your credit limit.

If you cancel, your cancellation will apply only to the increase in your credit limit and to the (mortgage/deed of trust/lien/security interest) that resulted from the increase in your credit limit. It will not affect the amount you presently owe, and it will not affect the (mortgage/deed of trust/lien/security interest) the credit union already has (on/in) your home. Within 20 calendar days after the credit union receives your notice of cancellation, the credit union must take the necessary steps to reflect the fact that any increase in the (mortgage/deed of trust/lien/security interest) (on/in) your home has been cancelled. The credit union must also return to you any money or property you have given to the credit union or to anyone else in connection with this extension of credit.

You may keep any money or property the credit union has given you until the credit union does the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address shown below. If the credit union does not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

☐ **Closed-End Loan**

You are entering into a transaction which will result in a lien, mortgage, or other security interest on your home. You have a legal right under federal law to cancel this transaction, without costs, within three business days from whichever of the following events occurs last:

- (1) the date of the transaction, which is _____; or
- (2) the date you received your Truth-In-Lending Disclosures; or
- (3) the date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage, lien or other security interest on your home is also cancelled. Within 20 calendar days after receipt of your notice, we must take the steps necessary to reflect the fact that the mortgage, lien or other security interest on your home has been cancelled, and the credit union must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property the credit union has given you until the credit union has done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address shown below. If the credit union does not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

☐ **Closed-End Refinance**

You are entering into a new transaction to increase the amount of credit previously provided to you. Your home is the security for this new transaction. You have a legal right under federal law to cancel this new transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) the date of the new transaction, which is _____; or
- (2) the date you received your new Truth-In-Lending disclosures; or
- (3) the date you received this notice of your right to cancel.

If you cancel this new transaction, it will not affect any amount that you presently owe. Your home is the security for that amount. Within 20 calendar days after we receive your notice of cancellation of this new transaction, we must take the steps necessary to reflect the fact that your home does not secure the increase in credit. We must also return any money you have given to us or anyone else in connection with this new transaction.

You may keep any money we have given you in this new transaction until we have done the things mentioned above, but you must then offer to return the money to the address below. If we do not take possession of the money within 20 calendar days of your offer, you may keep it without further obligation.

2. HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing at:

ALL IN CREDIT UNION
238 Virginia Avenue
Daleville, AL 36322

You may use any written statement that is signed and dated by you and states your intention to cancel, and/or you may use this notice by dating and signing below. Keep one copy of this notice no matter how you notify us because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of 4/28/2022 (or midnight of the third business day following the latest of the three events listed above).

If you send or deliver your written notice to cancel some other way, it must be delivered to the above address not later than that time.

I WISH TO CANCEL:

Consumer's Signature X _____ Date _____

Consumer's Signature X _____ Date _____

ACKNOWLEDGMENT

Receipt of the foregoing NOTICE is hereby acknowledged, each of the undersigned CONSUMERS having received two copies thereof, as well as one copy each of other Truth-In-Lending Disclosures required by law. The undersigned warrant that they are all Consumers, obligated under this transaction, who own or use the real property securing said obligation as their principal residence (EACH CONSUMER MUST SIGN).

Consumer's Signature X [Signature] _____ Date 4/26/22

Consumer's Signature X Candice Johnson _____ Date 4/26/22

MORTGAGOR'S AFFIDAVIT OF OWNERSHIP AND GOOD TITLE

WARNING: Any intentional or negligent misrepresentation of the information contained in this Affidavit may result in civil liability and/or criminal penalties including, but not limited to, fines or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq. and liability for monetary damages to Mortgagees, its agents, successors and assigns, Insurers and any other person who may suffer loss in reliance upon any misrepresentation when made in this affidavit.

Mortgagor(s): THOMAS L JOHNSON JR, CARRIE W JOHNSONProperty Address: 136 WINDSOR LN, PELHAM, AL 35124-2844Mortgagee: All In Credit Union Lien Position: 1Amount (\$): 300,000.00 Term: 264 Mortgage Type: Home Equity Line of Credit

I SWEAR UNDER OATH AND REPRESENT THAT THE FOLLOWING INFORMATION IS TRUE AND COMPLETE ON THE DATE OF THIS AFFIDAVIT.

I ("Mortgagor") am the owner of the property listed above ("Property") which I am now pledging as security for the mortgage agreement described above ("Mortgage") and hold record title to the property including the home and other improvements. I occupy the Property as my principal residence or as a secondary residence. There are no other owners of the Property other than those signing this Affidavit. There is no lien or encumbrance on the Property nor has any lien or encumbrance upon the Property been given or executed or contracted or agreed to be given or executed by the Mortgagor to any person except for the liens or encumbrances disclosed below:

First Lien or encumbrance: _____ Amount: _____

- Junior Liens or encumbrances and all unverified loans with a term greater than 72 months shown on Credit Bureau Report.

Junior Lien or encumbrance: _____ Amount: _____

Junior Lien or encumbrance: _____ Amount: _____

- List all liens or encumbrances for which the Mortgage proceeds will be used to to discharge.

Discharged encumbrance: NEWRES-SHE Amount: \$124,419.00

Discharged encumbrance: _____ Amount: _____

I ("Mortgagor") have no knowledge of any pending obligation or condition which may lead to a lien or encumbrance, including but not limited to:

- (1.) delinquent or unpaid real estate tax, state income tax, or federal income tax
- (2.) delinquent or unpaid bills for construction work or materials used on the Property
- (3.) undischarged court judgments against any of the Mortgagor(s)
- (4.) any lease or other contractual arrangements with tenants or renters for use of the Property
- (5.) any other mortgage or loan for which I am currently applying that would be secured by the Property



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/02/2022 12:09:28 PM
\$86.00 JOANN
20220502000177890

Allen S. Byrd

The only known exceptions are _____

The undersigned hereby acknowledges that this Affidavit is executed for the purpose of inducing the Mortgagee indicated above into making the above referenced Mortgage and the Mortgagee is relying upon the correctness and completeness of this Affidavit in making the above referenced Mortgage.

MORTGAGOR(S):

Signature: *Thomas L Johnson Jr*Print Name: THOMAS L JOHNSON JRDate: 4/26/22

Witnessed: _____

Signature: *Carrie W. Johnson*Print Name: CARRIE W JOHNSONDate: 4/26/22

Date: _____