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06/01/2022 08:13:52 AM
MORT 1/7

THIS INSTRUMENT PREPARED BY:

Millennial Bank
7924 Parkway Drive
Leeds, AL 35094-0000

AFTER RECORDING RETURN TO:

Millennial Bank
7924 Parkway Drive
Leeds, AL 35094-0000

(Space Above This Line For Recording Data)

LOAN NUMBER: 6613500
LOAN ORIGINATOR COMPANY NAME: Millennial Bank
NMLS COMPANY IDENTIFIER: 1751999
LOAN ORIGINATOR NAME: Matt Rockett
NMLS ORIGINATOR IDENTIFIER: 543180

MORTGAGE

THIS IS A CONSTRUCTION MORTGAGE

THIS MORTGAGE ("Security Instrument") is made on May 27, 2022. The mortgagors are John G. Benner and Lana M. Benner, a married couple, whose address is 36 Swann Dr, Birmingham, Alabama 35242 ("Borrower"). Borrower is not necessarily the same as the Person or Persons who sign the Note. The obligations of Borrowers who did not sign the Note are explained further in the section titled **Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers**. This Security Instrument is given to Millennial Bank, which is organized and existing under the laws of the State of Alabama and whose address is 7924 Parkway Drive, Leeds, Alabama 35094 ("Lender"). John G. Benner owes Lender a principal sum of money evidenced by a note, consumer loan agreement, or similar writing dated the same date as this Security Instrument (the "Note"), which provides for monthly payments ("Periodic Payments"). The note, consumer loan agreement, or similar writing, and any future debt or obligation of Borrower to Lender as set forth in the Section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** below (the "Secured Indebtedness"), is secured by this Security Instrument in an amount not to exceed a **MAXIMUM PRINCIPAL AMOUNT** of Seven Hundred Eighty-six Thousand Two Hundred Fifty and 00/100 Dollars (U.S. \$786,250.00). This Maximum Principal Amount does not include interest or other fees and charges made pursuant to this Security Instrument, nor does it include advances made under the terms of the Security Instrument to protect Lender's security or to perform any of the covenants contained herein. This Security Instrument secures to Lender the repayment of the Secured Indebtedness, and the performance of Borrower's covenants and agreements under this Security Instrument and the Secured Indebtedness. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, including future advances, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument under the provisions of the section titled **Protection of Lender's Rights in the Property**; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt, does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Shelby, State of Alabama:

Address: 94 Swann Dr., Birmingham, Alabama 35242
Legal Description: See Attached Exhibit "A"

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be



covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges. This Security Instrument secures to Lender the repayment of Borrower's Note, Consumer Loan Agreement, Guaranty, or similar writing executed by Borrower to Lender, more particularly described as:

- Loan number 6613500 with a principal amount of \$786,250.00

and all renewals, extensions, modifications and substitutions thereof. This Security Instrument also secures: all future advances of funds from Lender to Borrower as evidenced by any promissory note, consumer loan agreement, or similar writing that may hereafter be executed by Borrower to Lender; all future obligations of Borrower to Lender; all future obligations of Borrower to Lender that may be evidenced by any contract, guaranty, or other evidence of debt hereafter executed by Borrower, and if more than one Borrower/Mortgagor has executed this Security Instrument, any one of them, in favor of Lender; and all additional funds that may be advanced by Lender to protect Lender's security interest in the property, as provided under paragraph titled Protection of Lender's Rights in the Property of this Security Instrument. All of the foregoing shall be referred to as the Secured Indebtedness. Borrower shall promptly pay when due the principal and interest on the Secured Indebtedness, and any late charges and other loan charges that may become due under the terms of the Secured Indebtedness.

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

Application of Payments. Unless Applicable Law provides otherwise, all payments received by Lender shall be applied: first, to any prepayment charges due under the Secured Indebtedness; second, to interest due; third, to principal due; and last, to any late charges due under the Secured Indebtedness.

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

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

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



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

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

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

Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Secured Indebtedness. 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.

Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this section, Lender does not have to do so.

Any amounts disbursed by Lender under this section shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate specified in the Secured Indebtedness and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage



insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use, and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or Applicable Law.

Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless Applicable Law otherwise provides, the 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 condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within the minimum number of days established by Applicable Law after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** or change the amount of such payments.

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 the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers. 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 section titled **Transfer of the Property or a Beneficial Interest in Borrower**. Borrower's covenants and agreements shall be joint and several. Any person who co-signs this Security Instrument but has no personal liability under the Secured Indebtedness ("Accommodation Signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey that Accommodation Signer's interest in the Property under the terms of the 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 may agree to extend, modify, forbear



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.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the state of Alabama that relate to health, safety or environmental protection.

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

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in the section titled Notices. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in Shelby County, Alabama, and thereupon, shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

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

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



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

John G. Benner

Date

5/27/2022

Lana M. Benner

Date

5/27/2022

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Leslie Jane McGhee, a A Notary Public, do hereby certify that John G. Benner and Lana M. Benner, a married couple, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, they executed the same, voluntarily, on the day the same bears date. Given under my hand this 26th day of May, 2022.

My commission expires: 07/19/2025

Leslie Jane McGhee

Leslie Jane McGhee

A Notary Public

Identification Number

(Official Seal)



EXHIBIT "A"

LEGAL DESCRIPTION

Begin at the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 23, Township 19 South, Range 2 West; thence run South on an azimuth of 180 degrees 50 minutes along the East line of said Quarter-Quarter 102.51 feet to the center of a dedicated public road; thence proceed South along the previous course along the center of a 30-foot wide deeded road 388.83 feet; thence turn an azimuth of 262 degrees 47 minutes 34 seconds Southwesterly 160.84 feet; thence turn an azimuth of 317 degrees 06 minutes Northwesterly 274.9 feet; thence turn an azimuth of 33 degrees 12 minutes 19 seconds Northeasterly 272.37 feet to the center of said public road; thence turn an azimuth of 134 degrees 43 minutes Southeasterly along center of said public road 95.1 feet; thence turn an azimuth of 93 degrees 13 minutes Easterly along the center of said road 73.6 feet; thence turn an azimuth of 50 degrees 56 minutes Northeasterly along center of said road 76.61 feet to the point of beginning.

Begin at the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 23, Township 19 South, Range 2 West; thence run South on an azimuth of 180 degrees 02 minutes 52 seconds along the East line of said Quarter-Quarter; thence proceed South along the previous course along the center of a 30-foot wide deeded road 491.34 feet to the point of beginning; thence run South 28 feet to a ¾" open top pipe; thence turn Southwesterly 41 degrees 54 seconds 48 seconds 55.32 feet to a set ½" rebar corner; thence turn Southwesterly 64 degrees 53 minutes 29 seconds 90.14 feet to a set ½" rebar corner; thence turn Northwesterly 41 degrees 20 minutes 25 seconds 53 feet; turn Northeasterly 80 degrees 38 minutes 04 seconds 160.84 feet to the point of beginning.

All being situated in Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/01/2022 08:13:52 AM
\$1219.45 PAYGE
20220601000219220

Allie S. Bevil