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P.O. Box 4360
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20220921000364570 1/17 \$403.00
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Mortgage
With Future Advance Clause

The date of this Mortgage (“*Security Instrument*”) is September 14, 2022.

Mortgagor

JASON BREWER
An unmarried individual
2720 BLACKRIDGE LN
HOOVER, AL 35244-5241

Lender

BancorpSouth Bank (a division of Cadence Bank)
Organized and existing under the laws of the state of
Mississippi
475 Southland Drive
Hoover, AL 35226

1. Conveyance. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, sells and mortgages to Lender, with power of sale, the following described property:

See Exhibit A

The property is located in JEFFERSON County at 2720 BLACKRIDGE LN, HOOVER, Alabama 35244.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as “*Property*”). When the Secured Debt (hereafter defined) is paid in full and all underlying agreements have been terminated, this Mortgage will become null and void.

2. Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time shall not exceed \$222,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

3. Secured Debt and Future Advances. The term “*Secured Debt*” is defined as follows:

(A) Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions.

The credit agreement signed by JASON E BREWER (the “*Borrower*”) and dated the same date as this Security Instrument (the “*Note*”). Under the Note, the Lender agrees, subject to certain terms, conditions and limitations, to make advances to the Borrower in a principal amount outstanding not to exceed Two hundred twenty two thousand and 00/100 Dollars (U.S. \$222,000.00). Borrower has promised to pay this debt with interest in regular periodic payments and to pay the debt in full not later than September 26, 2032.

(B) All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one



person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

- (C) All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- (D) All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or to conform to any limitations of Regulation Z and X that are required for loans secured by the Property.

4. Mortgage Covenants. Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Assignment of Leases and Rents. Mortgagor absolutely, unconditionally, irrevocably and immediately assigns, grants, bargains, conveys and mortgages to Lender all the right, title and interest in the following (all included in "*Property*"): existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as "*Leases*"); and rents, issues and profits (all referred to as "*Rents*"). In the event any item listed as Leases or Rents is determined to be personal property, this assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Lender grants Mortgagor a revocable license to collect, receive, enjoy and use the Rents as long as Mortgagor is not in default. Mortgagor's default automatically and immediately revokes this license. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender.

Mortgagor agrees that Lender will not be considered to be a mortgagee-in-possession by executing this Security Instrument or by collecting or receiving payments on the Secured Debts, but only may become a mortgagee-

in-possession after Mortgagor's license to collect, receive, enjoy and use the Rents is revoked by Lender or automatically revoked on Mortgagor's default, and Lender takes actual possession of the Property. Consequently, until Lender takes actual possession of the Property, Lender is not obligated to perform or discharge any obligation of Mortgagor under the Leases, appear in or defend any action or proceeding relating to the Rents, the Leases or the Property, or be liable in any way for any injury or damage to any person or property sustained in or about the Property. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Security Instrument. As long as this Security Instrument is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. This assignment is enforceable when Lender takes an affirmative action as prescribed by the law of the state where the Property is located. This Security Instrument will remain effective during any statutory redemption period until the Secured Debts are satisfied.

Leaseholds; Condominiums; Time-Shares; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, time-share or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development. In addition, except with the written approval of Lender, Mortgagor will not partition or subdivide the Property; abandon or terminate the condominium, time-share or planned unit development project; terminate professional management; or amend any provision of the covenants, bylaws or regulations of the condominium, time-share or planned unit development if the provision benefits Lender.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause". Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt existing immediately before the acquisition.

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

5. Warranty of Title. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage, with power of sale, the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

6. Due on Sale. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

7. Warranties and Representations. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

8. Default. Mortgagor will be in default if any of the following occur:

Fraud. Any Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction by Borrower or Mortgagor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

9. Remedies on Default. In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

If Lender initiates a judicial foreclosure, Lender shall give the notices as required by applicable law. If Lender invokes the power of sale, Lender shall publish the notice of sale, and arrange to sell all or part of the Property, as required by applicable law. Lender or its designee may purchase the Property at any sale. Lender shall apply the proceeds of the sale in the manner required by applicable law. The sale of any part of the Property shall only operate as a foreclosure of the sold Property, so any remaining Property shall continue to secure any unsatisfied Secured Debt and Lender may further foreclose under the power of sale or by judicial foreclosure.

10. Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs. If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. If the Secured Debt is subject to the *Alabama Mini-Code*, then reasonable attorneys' fees not to exceed 15% of the unpaid debt after default are available only when the original amount financed exceeds \$300 and the attorney is not the Lender's salaried employee. No attorneys' fees after default are available when the Secured Debt is an open-end credit plan and its unpaid balance is \$300 or less. To the extent permitted by the *United States Bankruptcy Code*, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

11. Environmental Laws and Hazardous Substances. As used in this section, (1) "*Environmental Law*" means, without limitation, the *Comprehensive Environmental Response, Compensation and Liability Act* (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "*Hazardous Substance*" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- (A) Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- (B) Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- (C) Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- (D) Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

12. Escrow for Taxes and Insurance. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

13. Joint and Individual Liability; Co-Signers; Successors and Assigns Bound. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

14. Severability; Interpretation. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

15. Notice. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address in this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

16. Waivers. Except to the extent prohibited by law, Mortgagor waives all appraisal rights relating to the Property.

17. Line of Credit. The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until the Secured Debt is paid in full and all underlying agreements have been terminated in writing by Lender.

18. Applicable Law. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located.

19. Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.

[Check all applicable boxes]

☐ Assignment of Leases and Rents ☐ Other: _____


20. ☐ Additional Terms. _____

Signatures

By signing under seal below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated in this Security Instrument.

Signed, sealed and delivered:

Mortgagor


JASON BREWER
9/14/22
Date
Seal

Acknowledgment

State of Alabama

County of SHELBY

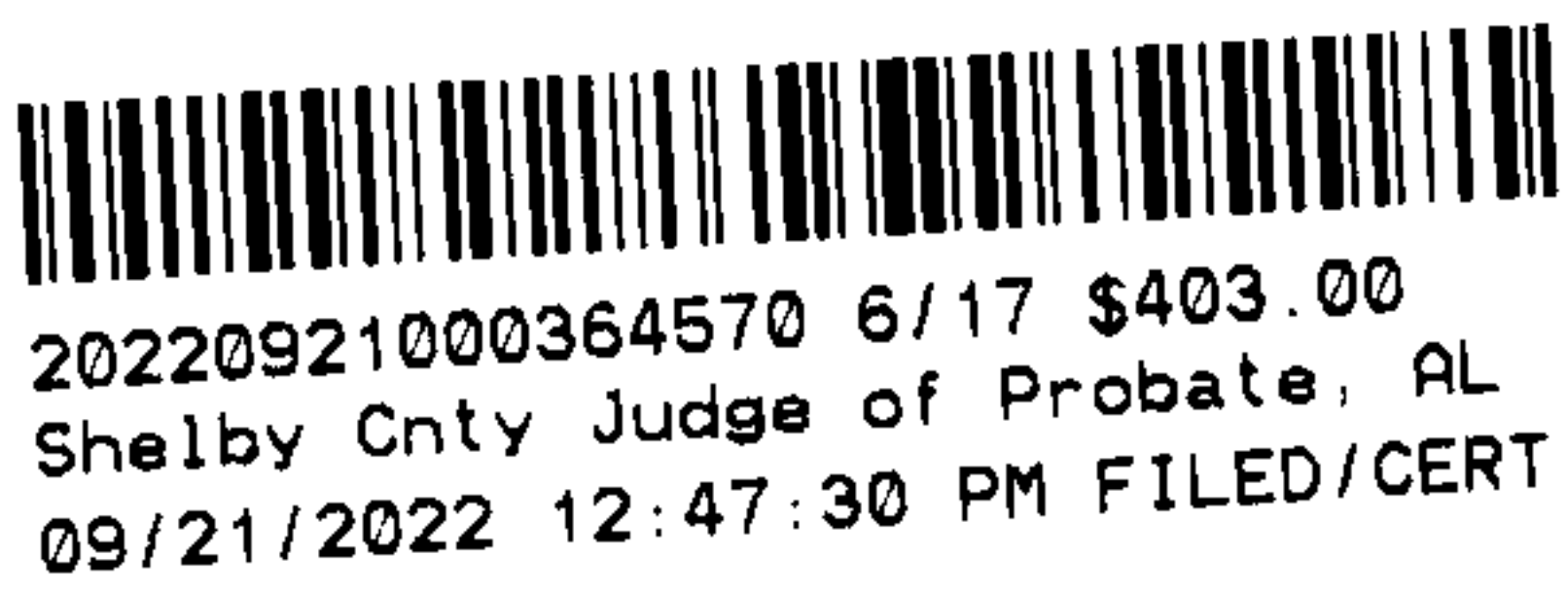
I, Olivia Donald hereby certify that JASON BREWER, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same voluntarily on the same day the same bears date.

Given under my hand this 14 day of Sept, 2022.

Olivia Donald
Notary Public

Olivia Donald
Notary Public Name

This notarial act was completed:
☒ In Person
☐ In Person Electronic
☐ Remote Online Notarization



This Document Prepared By: Jarrod Edwards
2778 West Jackson Street
P.O. Box 4360
Tupelo, MS 38803-4360



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THE FOLLOWING DESCRIBED PROPERTY SITUATED IN SHELBY COUNTY, STATE
OF ALABAMA:

LOT 1032, ACCORDING TO THE SURVEY OF BLACKRIDGE PHASE 1B, AS
RECORDED IN MAP BOOK 48, PAGE 84A, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.

SUBJECT TO:

1. RESTRICTIONS APPEARING OF RECORD IN INST. NO. 20171204000433480 AND
AMENDMENT RECORDED IN INST. NO. 20171204000433490, AMENDED BY
AMENDMENT RECORDED IN INST. NO. 20190501000145750, IN THE OFFICE OF
THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.
2. CERTIFICATE OF BLACKRIDGE RESIDENTIAL ASSOCIATION, INC. RECORDED
IN INST. NO. 20171204000433500, IN THE OFFICE OF THE JUDGE OF PROBATE OF
SHELBY COUNTY, ALABAMA.
3. RESERVATIONS, PROVISIONS, EXCEPTIONS AND CONDITIONS AND RIGHTS
SET OUT IN REAL 112 PAGE 876 AND CORRECTED BY REAL 328, AT PAGE 1, AND
AS SET FORTH IN THAT CERTAIN DEFERRED INTEREST AGREEMENT OF
RECORD IN REAL BOOK 247 PAGE 599 AND AMENDED IN REAL BOOK 247 PAGE
636 THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.
4. EASEMENT RESERVATION AS SET OUT IN INSTRUMENT 1994-3931, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA AND INSTRUMENT 200260-
2612 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY,
ALABAMA.
5. TELECOMMUNICATION CABLE EASEMENT BY COURT ORDER AS RECORDED
IN INST. NO. 2012021700059230 AND INST. NO. 2012021300053280 IN THE OFFICE
OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.
6. GRANT OF EASEMENT TO ALABAMA POWER COMPANY AS RECORDED IN
INST. NO. 20151006000350460 AND INST. NO. 20151006000324070, IN THE OFFICE
OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.
7. ASSIGNMENT OF EASEMENT RIGHTS BY RIVERWOODS HOLDINGS, LLC TO



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BLACKRIDGE PARTNERS, LLC AS RECORDED IN INSTRUMENT NO.
20151230000443770, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY
COUNTY, ALABAMA.

8. COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS, PROHIBITIONS AND
REQUIREMENTS CONTAINED IN DECLARATION OF RESTRICTIVE COVENANTS BY
AND BETWEEN BLACKRIDGE PARTNERS, LLC AND THE U.S. ARMY CORPS OF
ENGINEERS PURSUANT TO SECTION 404 OF THE CLEAN WATER ACT AND/OR
SECTION 10 OF THE RIVERS AND HARBORS ACT AS RECORDED IN INST. NO.
2016-248830 AND RECORDED MAP RELATING THERETO AS RECORDED IN INST.
NO. 2016-248840, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY
COUNTY, ALABAMA.

9. RIGHT OF WAY AGREEMENT GRANTED TO THE WATER WORKS BOARD OF
THE CITY OF BIRMINGHAM AS RECORDED IN INST. NO. 20170918000338670, IN
THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

10. BLACKRIDGE PARTNERS, LLC, AN ALABAMA LIMITED LIABILITY COMPANY,
ACQUIRED TITLE BY QUITCLAIM DEED RECORDED AS INSTRUMENT NO.
20170517000171950 FILED ON MAY 17, 2017.

11. BLACKRIDGE PARTNERS, LLC, AN ALABAMA LIMITED LIABILITY COMPANY,
ACQUIRED TITLE BY STATUTORY WARRANTY DEED RECORDED AS
INSTRUMENT NO. 20151230000443720 FILED ON DECEMBER 30, 2015.

12. BUILDING SETBACK LINES AND EASEMENTS AS SHOWN ON THE FINAL PLAT
OF THE SUBDIVISION OF BLACKRIDGE PHASE 1B RECORDED IN MAP BOOK 48,
PAGE 84A AND 84B AS INSTRUMENT NO. 20171201000431150 IN THE PROBATE
OFFICE OF SHELBY COUNTY, ALABAMA ON DECEMBER 1, 2017.

13. FIFTEEN-FOOT SANITARY SEWER EASEMENT ADJACENT TO ROAD AS
SHOWN ON THE FINAL PLAT OF THE SUBDIVISION OF BLACKRIDGE PHASE 1B
RECORDED IN MAP BOOK 48, PAGE 84A AND 84B AS INSTRUMENT NO.
20171201000431150 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA ON
DECEMBER 1, 2017.

14. TERMS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, CHARGES,
LIENS AND REGULATIONS CONTAINED IN BLACKRIDGE RESIDENTIAL



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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED DECEMBER 4, 2017, RECORDED IN INSTRUMENT NO. 20171204000433480 IN THE PROBATE OFFICE OF PROBATE OF SHELBY COUNTY, ALABAMA ON DECEMBER 4, 2017.

15. AMENDED BY FIRST AMENDMENT TO BLACKRIDGE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED DECEMBER 4, 2017, RECORDED IN INSTRUMENT NO. 20171204000433490 IN THE PROBATE OFFICE OF PROBATE OF SHELBY COUNTY, ALABAMA ON DECEMBER 4, 2017.

16. FURTHER AMENDED BY SECOND AMENDMENT TO BLACKRIDGE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED DECEMBER 19, 2017, RECORDED IN INSTRUMENT NO. 20171219000452060 IN THE PROBATE OFFICE OF PROBATE OF SHELBY COUNTY, ALABAMA ON DECEMBER 19, 2017.

17. FURTHER AMENDED BY THIRD AMENDMENT TO BLACKRIDGE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED SEPTEMBER 16, 2018, RECORDED IN INSTRUMENT NO. 20180926000344020 IN THE PROBATE OFFICE OF PROBATE OF SHELBY COUNTY, ALABAMA ON SEPTEMBER 26, 2018.

18. TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING AND OTHER RIGHTS, RESERVATIONS, PROVISIONS AND CONDITIONS AS SET FORTH IN DEED FROM CSX TRANSPORTATION, INC., A VIRGINIA CORPORATION, TO WESTERN POCAHONTAS PROPERTIES LIMITED PARTNERSHIP RECORDED IN REAL BOOK 112, PAGE 876 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA ON FEBRUARY 2, 1987, CORRECTED IN DEED RECORDED IN REAL BOOK 328, PAGE 1 ON FEBRUARY 4, 1991.

19. COVENANTS, RESTRICTIONS, RESERVATIONS, INCLUDING RESERVATION OF OIL AND GAS RIGHTS, LIMITATIONS, SUBSURFACE CONDITIONS, AND MINERAL AND MINING RIGHTS SET FORTH IN DEED FROM CSX TRANSPORTATION, INC., A VIRGINIA CORPORATION, TO WESTERN POCAHONTAS PROPERTIES LIMITED PARTNERSHIP RECORDED IN INSTRUMENT NO. 20020515000229800 IN THE



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PROBATE OFFICE OF SHELBY COUNTY, ALABAMA ON MAY 15, 2002.

20. TELECOMMUNICATION CABLE EASEMENT IN FAVOR OF SPRINT COMMUNICATIONS COMPANY, ET AL., BY COURT ORDER DATED NOVEMBER 18, 2011, RECORDED IN INSTRUMENT NO. 2012021300053280 IN THE PROBATE OFFICE OF PROBATE OF SHELBY COUNTY, ALABAMA ON FEBRUARY 13, 2012, AND RECORDED IN INSTRUMENT NO. 2012021700059230 ON FEBRUARY 17, 2012.
21. ASSIGNMENT OF EASEMENT RIGHTS BY RIVERWOOD HOLDINGS, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, IN FAVOR OF BLACKRIDGE PARTNERS, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, DATED DECEMBER 30, 2015, RECORDED IN INSTRUMENT NO. 20151230000443770 IN THE PROBATE OFFICE OF PROBATE OF SHELBY COUNTY, ALABAMA ON DECEMBER 30, 2015.
22. ANY LOSS OR CLAIM ARISING OUT OF THE FACT A PORTION OF THE PROPERTY APPEARS TO BE FORMER RAILROAD LANDS AS CONVEYED BY QUITCLAIM DEED FROM CSX TRANSPORTATION, INC., A VIRGINIA CORPORATION, TO BLACKRIDGE PARTNERS, LLC, A LIMITED LIABILITY COMPANY IN THE STATE OF ALABAMA, DATED MAY 16, 2017, AS RECORDED IN INSTRUMENT NO. 20170517000171950 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA ON MAY 17, 2017.
23. ANY LOSS OR CLAIM ARISING OUT OF THE FACT A PORTION OF THE PROPERTY APPEARS TO BE FORMER RAILROAD LANDS AS CONVEYED BY SPECIAL WARRANTY DEED FROM CSX TRANSPORTATION, INC., A VIRGINIA CORPORATION, TO BLACKRIDGE PARTNERS, LLC, A LIMITED LIABILITY COMPANY IN THE STATE OF ALABAMA, DATED MAY 16, 2017, AS RECORDED IN INSTRUMENT NO. 20170517000171960 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA ON MAY 17, 2017.
24. RESTRICTIONS, TERMS AND CONDITIONS CONTAINED IN SPECIAL WARRANTY DEED FROM CSX TRANSPORTATION, INC., A VIRGINIA CORPORATION, TO BLACKRIDGE PARTNERS, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, DATED MAY 16, 2017, RECORDED IN INSTRUMENT NO. 20170517000171960 IN THE PROBATE OFFICE OF PROBATE OF SHELBY COUNTY, ALABAMA ON MAY 17, 2017.
25. TERMS, CONDITIONS, RIGHTS, EXCEPTIONS AND RESERVATIONS SET



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FORTH IN DEED OF TEMPORARY EASEMENT FOR TEMPORARY ACCESS PURPOSES BY CSX TRANSPORTATION, INC., A VIRGINIA CORPORATION, IN FAVOR OF THE CITY OF HOOVER, A BODY CORPORATE AND POLITIC UNDER THE LAWS OF THE STATE OF ALABAMA, AS RECORDED IN INSTRUMENT NO. 20170908000328510 IN THE PROBATE OFFICE OF PROBATE OF SHELBY COUNTY, ALABAMA ON SEPTEMBER 8, 2017, AND THE LACK OF A RIGHT OF ACCESS TO AND FROM THE LAND THAT WOULD RESULT FROM THE TERMINATION OF SAID EASEMENT.

26. TERMS, CONDITIONS, RIGHTS, EXCEPTIONS AND RESERVATIONS SET FORTH IN DEED OF EASEMENT FOR ROADWAY CASEMENTS, AERIAL EASEMENT AND PIER EASEMENTS BY CSX TRANSPORTATION, INC., A VIRGINIA CORPORATION, IN FAVOR OF THE CITY OF HOOVER, A BODY CORPORATE AND POLITIC UNDER THE LAWS OF THE STATE OF ALABAMA, AS RECORDED IN INSTRUMENT NO. 20170908000328520 IN THE PROBATE OFFICE OF PROBATE OF SHELBY COUNTY, ALABAMA ON SEPTEMBER 8, 2017, AND THE LACK OF A RIGHT OF ACCESS TO AND FROM THE LAND THAT WOULD RESULT FROM THE TERMINATION OF SAID EASEMENT.

27. RIGHT OF WAY AGREEMENT IN FAVOR OF THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM FOR WATER PIPELINE PURPOSES DATED SEPTEMBER 7, 2017, RECORDED IN INSTRUMENT NO. 20170918000338670 IN THE PROBATE OFFICE OF PROBATE OF SHELBY COUNTY, ALABAMA ON SEPTEMBER 18, 2017.

28. (AFFECTS SUBJECT PROPERTY AND COMMON AREA C-3)

29. GRANT OF EASEMENT IN LAND FOR AN UNDERGROUND SUBDIVISION IN FAVOR OF ALABAMA POWER COMPANY DATED MARCH 7, 2018, RECORDED IN INSTRUMENT NO. 20180316000088230 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA ON MARCH 16, 2018; AND EASEMENT RECORDED ON JUNE 14, 2019 IN INSTRUMENT NUMBER: 20190614000210790.

30. TERMS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, CHARGES, LIENS AND REGULATIONS CONTAINED IN BLACKRIDGE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED DECEMBER 4, 2017, RECORDED IN INSTRUMENT NO. 20171204000433480 IN THE



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PROBATE OFFICE OF PROBATE OF SHELBY COUNTY, ALABAMA ON DECEMBER 4, 2017. AMENDED BY FIRST AMENDMENT TO BLACKRIDGE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED DECEMBER 4, 2017, RECORDED IN INSTRUMENT NO. 20171204000433490 IN THE PROBATE OFFICE OF PROBATE OF SHELBY COUNTY, ALABAMA ON DECEMBER 4, 2017. FURTHER AMENDED BY SECOND AMENDMENT TO BLACKRIDGE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED DECEMBER 19, 2017, RECORDED IN INSTRUMENT NO. 20171219000452060 IN THE PROBATE OFFICE OF PROBATE OF SHELBY COUNTY, ALABAMA ON DECEMBER 19, 2017. FURTHER AMENDED BY THIRD AMENDMENT TO BLACKRIDGE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED SEPTEMBER 16, 2018, RECORDED IN INSTRUMENT NO. 20170926000344020 IN THE PROBATE OFFICE OF PROBATE OF SHELBY COUNTY, ALABAMA ON SEPTEMBER 26, 2018.

31. PLEASE NOTE THAT STATUTORY WARRANTY DEED FROM RIVERWOOD HOLDINGS, LLC IN FAVOR OF BLACKRIDGE PARTNERS, LLC RECORDED AS INSTRUMENT NO. 20151230000443720 DOES NOT USE THE CORRECT DEGREES SYMBOL OR THE WORD DEGREES IN THE LEGAL DESCRIPTION OF PARCELS IV AND V DESCRIBED IN EXHIBIT A THERETO.

32. SUBJECT TO CITY ORDINANCES RECORDED 9/20/2019 IN INST NO. 20190920000345380, 20190920000345390 AND 20190920000345400 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

THE PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING (COLLECTIVELY, THE PERMITTED EXCEPTIONS):

1. ALL EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY, RESERVATIONS, BUILDING SETBACK LINES AND OTHER MATTERS OF RECORD, INCLUDING, SPECIFICALLY, BUT WITHOUT LIMITATION: THE BLACKRIDGE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED DECEMBER 4, 2017 AND RECORDED AS INSTRUMENT 20171204000433480 AND AMENDMENT THERETO RECORDED AS INSTRUMENT 20171204000433490 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA (THE PROBATE OFFICE), TOGETHER WITH ALL AMENDMENTS THERETO (WHICH TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER REFERRED TO


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AS THE DECLARATION).

2. ANY BUILDING, AS DEFINED IN THE DECLARATION, BUILT ON EACH LOT COMPRISING ANY PORTION OF THE PROPERTY, SHALL CONTAIN NOT LESS THAN 2,500 SQUARE FEET OF LIVING SPACE, AS DEFINED IN THE DECLARATION (REGARDLESS OF WHETHER SUCH BUILDING IS A SINGLE-STORY OR A MULTI-STORY HOME).

3. THE MINIMUM BUILDING SETBACK REQUIREMENTS FOR ANY BUILDING TO BE CONSTRUCTED, ERECTED, PLACED OR MAINTAINED ON EACH LOT COMPRISING ANY PORTION OF THE PROPERTY SHALL BE AS FOLLOWS:

- (A) FRONT SETBACK: 35 FEET;
- (B) SIDE SETBACKS: 10 FEET; AND
- (C) REAR SETBACK: 35 FEET.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

PARCEL ID(S): 13-3-08-4-002-001.000

BEING PREVIOUSLY CONVEYED BY WARRANTY DEED FROM BLACKRIDGE PARTNERS, LLC, AN ALABAMA LIMITED LIABILITY COMPANY TO JASON BREWER, DATED 12/09/2019, AND RECORDED ON 12/13/2019 AT DOCUMENT REFERENCE 20191213000462010 IN SHELBY COUNTY, ALABAMA.

This Instrument Prepared By: Sarah McBrayer, 2778 West Jackson Street, PO Box 4360, Tupelo MS 38803, 000-000-0000.

Send Tax Notice To: BancorpSouth Loan Ops, 2778 West Jackson Street, PO Box 4360, Tupelo MS 38803.

FIRST RIDER
TO THE MORTGAGE WITH FUTURE ADVANCE CLAUSE

Granting Party: Jason Brewer
App ID: A2022083181964

THIS FIRST RIDER to the Mortgage with Future Advance Clause (herein, the “Security Agreement”) is made this 14th day of September, 2022, and is incorporated into and shall be deemed to amend the Security Agreement of the same date given by the undersigned (herein, the “Granting Party,” whether there are one or more persons undersigned) to secure the Home Equity Line - Interest Only (herein, the “Subject Note”) issued by **BancorpSouth Bank**, a division of Cadence Bank, a Mississippi state-chartered bank (herein, the “Lender”).

All capitalized terms used but not specifically defined by this First Rider shall have the same meanings as assigned to them in the Security Agreement. Except as specified herein, all of the terms and conditions of the Security Agreement apply to this First Rider. To the extent there is any conflict between any provision of this First Rider and the Security Agreement, the terms of this First Rider shall control. The Security Agreement, as amended by this First Rider, shall remain in full force and effect, except as modified herein. This First Rider is not intended to be, and shall not be construed to constitute, a novation of the Security Agreement.

The Granting Party and the Lender covenant and agree that if the Lender has not obtained sufficient flood insurance pursuant to the National Flood Insurance Act of 1968, and the Flood Disaster Protection Act of 1973, as amended, and the regulations issued thereunder (collectively, the “FDPA”), to cover the personal property, contents, or belongings (herein, the “Contents”) located at, on, or within any real estate, buildings, or structures that secure the Subject Note (herein, the “Securing Real Estate”) and that become located in an area designated as a special flood hazard area by the Administrator of the Federal Emergency Management Agency (“SFHA”) for which flood insurance is available, the following provision of this First Rider shall become effective immediately upon such Securing Real Estate becoming located in a SFHA (the “SFHA Date”).

Release of Personal Property. Notwithstanding any language to the contrary in the Security Agreement or any other document related to the Subject Note (herein, collectively, the “Loan Documentation”), the Lender releases and disclaims in full as collateral or security for the Subject Note the Contents that are secured by the Security Agreement, that are located at, on, or within the Securing Real Estate, and that are not covered by sufficient flood insurance pursuant to the FDPA. As of the SFHA Date, the Lender shall not retain any security interest for the Subject Note in the Contents pursuant to the Security Agreement or the Loan



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Documentation, unless it is covered by sufficient flood insurance pursuant to the FDPA.

The Granting Party and the Lender further covenant and agree that if any prior, current, or future loans or debts, other than the Subject Note, between the Granting Party and the Lender (herein, the “Other Debts”), are cross-collateralized and secured through the Security Agreement, and such Other Debts are also secured by any means by a building, structure, or by real estate (herein, the “Cross-Collateralized Real Estate”) located in a SFHA (herein, the “SFHA Debts”), the following provision of this First Rider shall become effective immediately upon such Cross-Collateralized Real Estate becoming located in a SFHA (the “Cross-Collateralization SFHA Date”).

Release of Cross-Collateralized Security Interest. Notwithstanding any language to the contrary in the Security Agreement or the Loan Documentation, the Lender releases and disclaims in full that portion of its security interest securing the Subject Note that is comprised of collateral secured by a SFHA Debt document or a SFHA Debt contract or agreement between the Granting Party and the Lender. As of the Cross-Collateralization SFHA Date, the Lender shall not retain, via a cross-collateralization provision in any of the Loan Documentation or otherwise, a security interest for the Subject Note in any SFHA Debt or the collateral securing any SFHA Debt. If the Security Agreement is a multiple indebtedness mortgage, the release and disclaimer described in this paragraph shall not include or extend to any Other Debt relating to or on the Securing Real Estate.

Beyond the changes to the scope of the Lender’s security interest for the Subject Note rendered by the preceding paragraphs entitled “Release of Personal Property” and “Release of Cross-Collateralized Security Interest” (together, the “Release Provisions”) that become effective on the SFHA Date and/or the Cross-Collateralization SFHA Date, as appropriate, no other aspect of the Lender’s collateral or security interest for the Subject Note, as defined by the Loan Documentation, is modified by this First Rider. This First Rider does not affect, to any extent, the scope of the collateral or security interest securing the Subject Note, other than the changes set forth in the Release Provisions.

To the extent that the scope of the Lender’s security interest for the Subject Note, as modified by this First Rider, does not align with the scope of the security interest as defined by any other provision of the Loan Documentation, the Granting Party and the Lender agree that this First Rider shall control for all purposes in any conflicts regarding the scope of the Lender’s security interest taken for the Subject Note after the date this First Rider is executed by the Granting Party and the Lender.

Except as modified herein, nothing shall otherwise impair, alter or diminish the effect, lien or encumbrance of the Security Agreement or other Loan Documentation, or any of the rights and remedies of the holder thereof.




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BY SIGNING BELOW, the Granting Party accepts and agrees to the terms and covenants contained in this First Rider.

Executed as of September 14, 2022.

Granting Party:


Jason Brewer

Acknowledgement

State of Alabama

County of

I, Olivia Donald, hereby certify that Jason Brewer, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

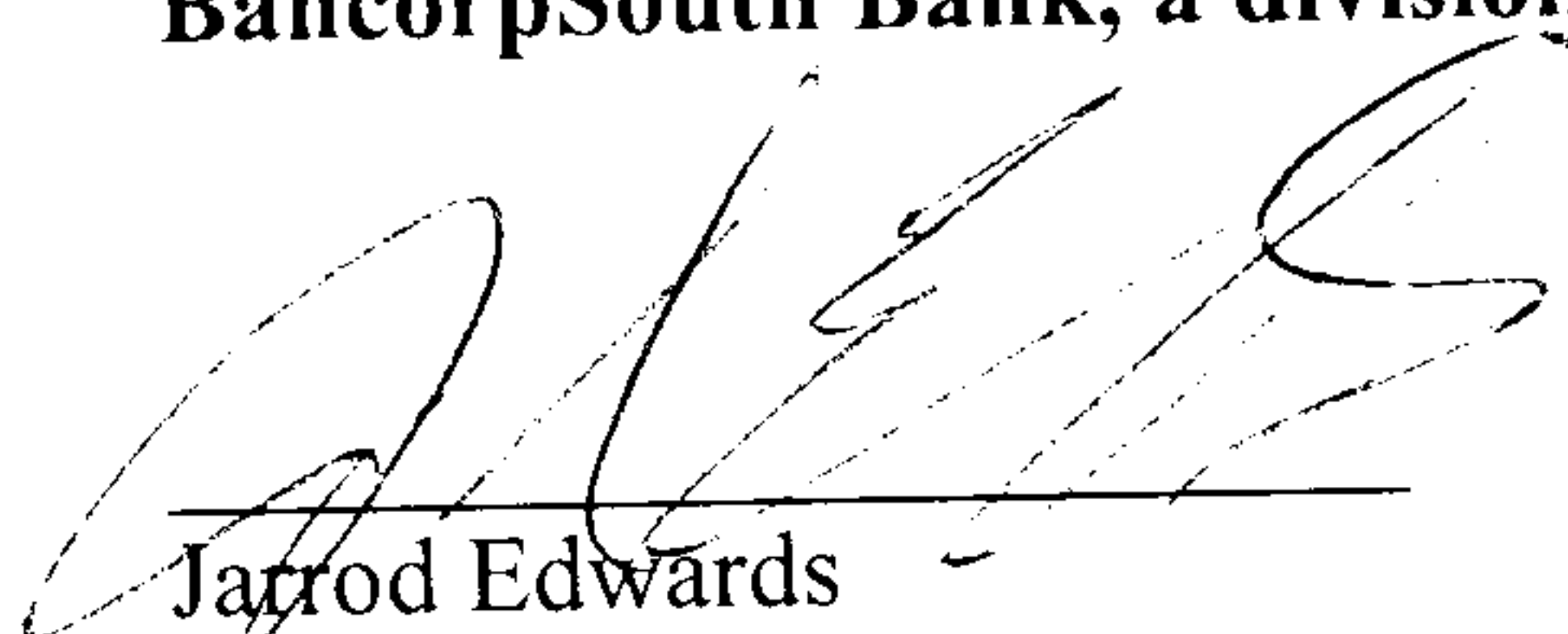
Given under my hand this 14 day of Sept, 2022


Notary Public

Olivia Donald
Notary Public Name



BancorpSouth Bank, a division of Cadence Bank:



Jarrod Edwards
Branch Manager III




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Acknowledgment

State of Alabama

County of

Personally appeared before me, the undersigned authority in and for said county and state, on 9/14/22, within my jurisdiction, the within named Jarrod Edwards, who acknowledged that he/him/her/she/they is/are Lending Officer of BancorpSouth Bank (a division of Cadence Bank), and that for and on behalf of the said BancorpSouth Bank (a division of Cadence Bank), and as its act and deed he/she/they executed the above and forgoing instrument, after first having been duly authorized by said BancorpSouth Bank (a division of Cadence Bank) so to do.



Notary Public

Olivia Donald

(Print Name)

My commission expires: _____

