

Return To: Cadence Loan Ops
2778 West Jackson Street
P.O. Box 4360
Tupelo, MS 38803-4360

Mortgage
With Future Advance Clause

The date of this Mortgage ("*Security Instrument*") is January 4, 2024.

Mortgagor
THERESA SUE FRANK
An unmarried individual
1407 HIGHWAY 109
WILSONVILLE, AL 35186-6093

Lender
Cadence Bank
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 SHELBY County at 1407 HIGHWAY 109, WILSONVILLE, Alabama 35186-6093.

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.

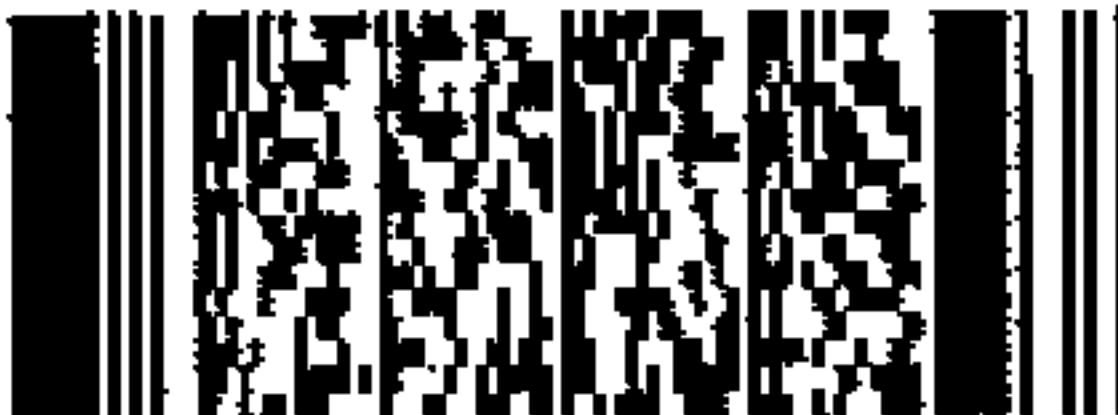
2. Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time shall not exceed \$18,781.09. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply 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. 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, refinancings, modifications or substitutions.

The promissory note signed by THERESA S FRANK (the "*Borrower*") and dated the same date as this Security Instrument (the "*Note*"). The Note states that Borrower owes Lender Eighteen thousand seven hundred eighty-one and 09/100 Dollars (U.S. \$18,781.09) plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than January 3, 2029.

(B) All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances 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 advances in any amount. Any such commitment must be agreed to in a separate writing.

(C) All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing.

(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.

4. Limitations on Cross Collateralization. The Security Instrument is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Security Instrument is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act (*Regulation X*) that are required for loans secured by the Property or if, as a result, the other debt would become subject to 10 U.S.C. 987 (the "*Military Lending Act*").

The Security Instrument is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (*Regulation Z*) that are required for loans secured by the Property.

5. 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.

6. 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 the power of sale, the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. 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:

- (A) To make all payments when due and to perform or comply with all covenants.
- (B) To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- (C) 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 consent.

8. 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.

9. Due on Sale or Encumbrance. 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, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

10. 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.

11. 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 will keep the Property free of noxious weeds and grasses. 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.

12. 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. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

13. 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.

14. Leaseholds; Condominiums; 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.

15. Default. Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

16. Remedies on 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. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of 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. In addition, Lender shall be entitled to all the remedies provided by law, including without limitation, the power to sell the Property, the terms of the Secured Debt, this Security Instrument and any related documents.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. 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 continues or 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.

If Lender invokes the power of sale, Lender will place in the United States mail a copy of the notice of sale to Mortgagor that Lender will cause to be published once a week for three consecutive weeks in a newspaper published in the county where the Property is located. Then, Lender will sell the Property to the highest bidder at public auction at the front door of the courthouse in the county where the Property is located. Lender will deliver to the purchaser Lender's deed conveying the Property. Lender may opt to sell the Property in parcels or as a whole. Lender or its designee may purchase the Property at any sale. Mortgagor covenants and agrees that the proceeds of the sale will be applied in the following order: (a) to the expense of advertising, selling and conveying, including a reasonable attorney's fee; (b) the payment of any amounts that may have been expended, or that may then be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; (c) to all sums secured by this Security Instrument; and (d) any excess to the person or persons legally entitled to it.

17. Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate 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 after default are available only when: the original amount financed exceeds \$300, the attorney is not the Lender's salaried employee, and the amount due does not exceed 15% of the unpaid debt after default. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

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

25. 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.

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

27. Other Terms. If checked, the following are applicable to this Security Instrument:

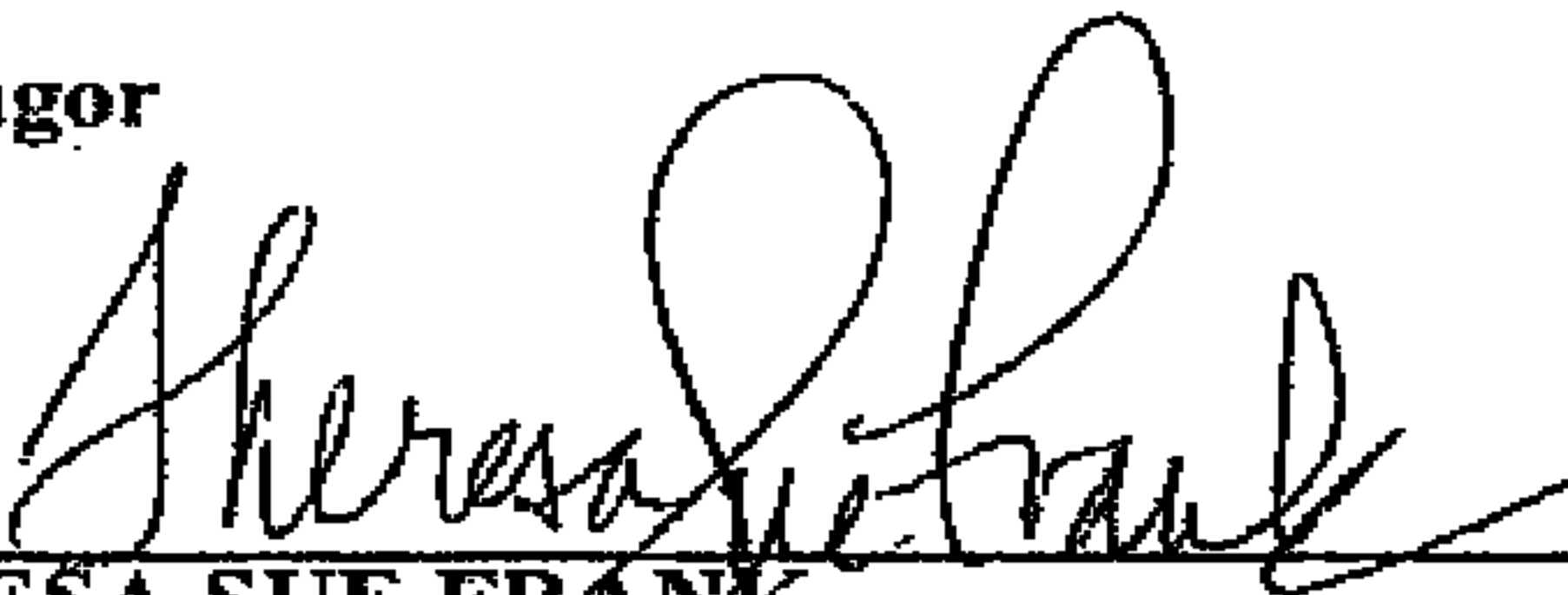
- ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the *Uniform Commercial Code*.
- ☐ **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]
 - ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other: _____
- ☐ **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


THERESA SUE FRANK 1-4-24
Date
Seal

Acknowledgment

State of Alabama

County of JEFFERSON

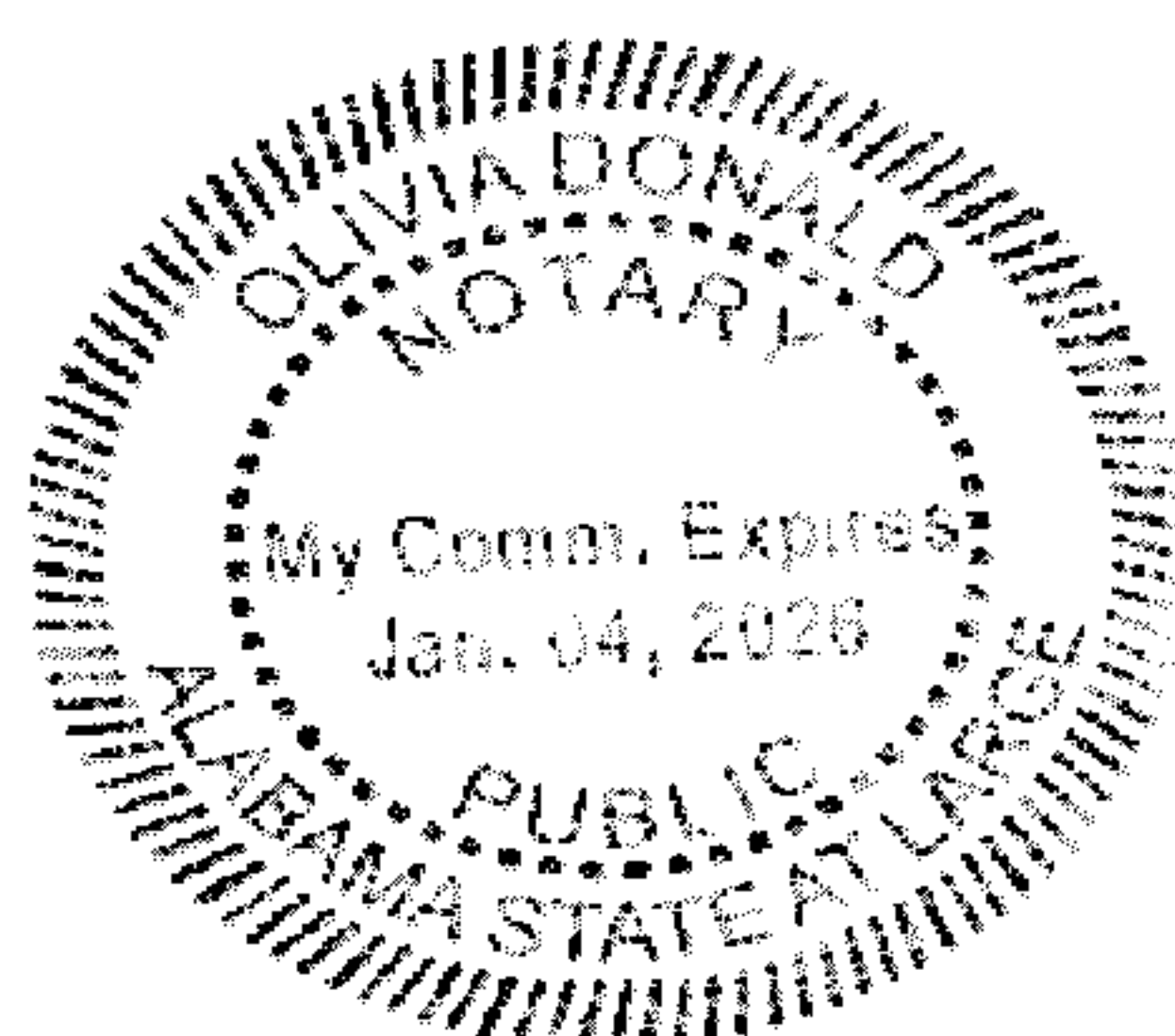
I, Olivia Donald hereby certify that THERESA SUE FRANK, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same voluntarily on the same day the same bears date.

Given under my hand this 4th day of January, 2024.

Olivia Donald
Notary Public

Olivia Donald
Notary Public Name

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



Lender

Cadence Bank

Mary Resha

1-4-24
Date

Acknowledgment

State of Alabama

County of JEFFERSON

I, Olivia Donald hereby certify that Mary Resha as Loan Officer for Cadence Bank

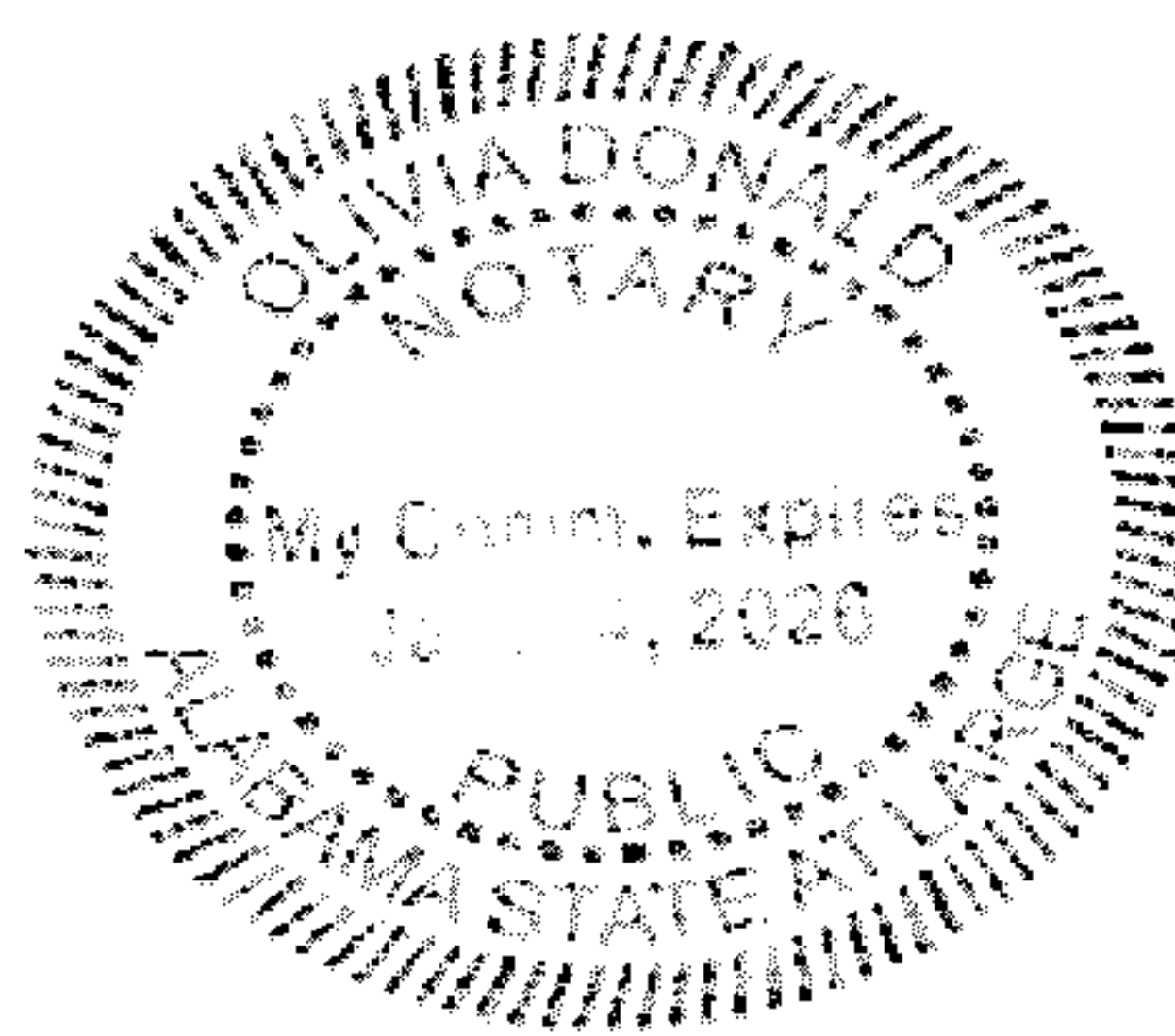
, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her capacity as such Loan Officer, executed the same voluntarily on the same bears date.

Given under my hand this 4th day of January, 2024.

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: Deborah J. Auer
2778 West Jackson Street
P.O. Box 4360

Tupelo, MS 38803-4360

Loan Origination Organization: Cadence Bank
NMLS ID: 410279

Loan Originator: Mary Resha
NMLS ID: 1656689

ALL THE FOLLOWING DESCRIBED LOTS OR PARCELS OF LAND LYING AND BEING SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, DESCRIBED AS FOLLOWS, TO-WIT:

LOT 4, ACCORDING TO THE SURVEY OF SHADOW OAKS ESTATES, AS RECORDED IN MAP BOOK 29, PAGE 82, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED TO WELLS FARGO BANK, NA IN DEED DATED APRIL 26, 2016, RECORDED ON MAY 2, 2016, IN INSTRUMENT NO. 20160502000143250 IN THE COUNTY OF SHELBY AND STATE OF ALABAMA.

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

PARCEL ID(S): 165210000005003

BEING PREVIOUSLY CONVEYED BY SPECIAL WARRANTY DEED FROM WELLS FARGO BANK N.A TO THERESA SUE FRANK, DATED 11/18/2016, AND RECORDED ON 12/19/2016 AT DOCUMENT REFERENCE 20161219000462260 IN SHELBY COUNTY, ALABAMA.

This Instrument Prepared By: Tracey Rose, 2778 West Jackson Street, P O Box 4360, Tupelo, MS 38803, (662) 678-7000.

Send Tax Notice To: Cadence Bank Loan Ops., 2778 West Jackson Street, P O Box 4360, Tupelo, MS 38803.

FIRST RIDER

TO THE MORTGAGE WITH FUTURE ADVANCE CLAUSE

Granting Party: THERESA SUE FRANK
App ID: A2023112056769

THIS FIRST RIDER to the Mortgage With Future Advance Clause (herein, the “Security Agreement”) is made this 4th day of January, 2024, 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 Consumer Note (herein, the “Subject Note”) issued by **Cadence 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 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.

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

Executed as of January 4, 2024.

Granting Party:

Theresa Sue Frank
Theresa Sue Frank

Acknowledgement

State of Alabama

County of Jefferson

I, Olivia Donald, hereby certify that Theresa Sue Frank 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 4th day of January, 2024

Olivia Donald
Notary Public

Olivia Donald
Notary Public Name

My Commission Expires:

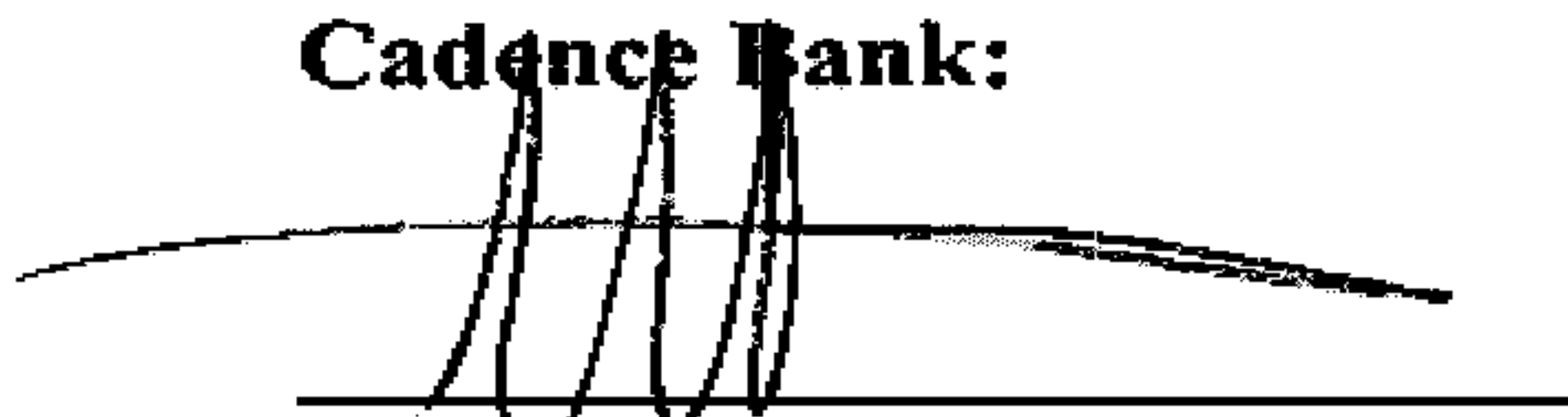
1/4/26



This notarial act was completed:

- ☒ In Person
- ☐ In Person Electronic
- ☐ Using Audio-Video Communication

Cadence Bank:



Mary Resha
Branch Manager IV

Acknowledgment

State of Alabama
County of Tefferson

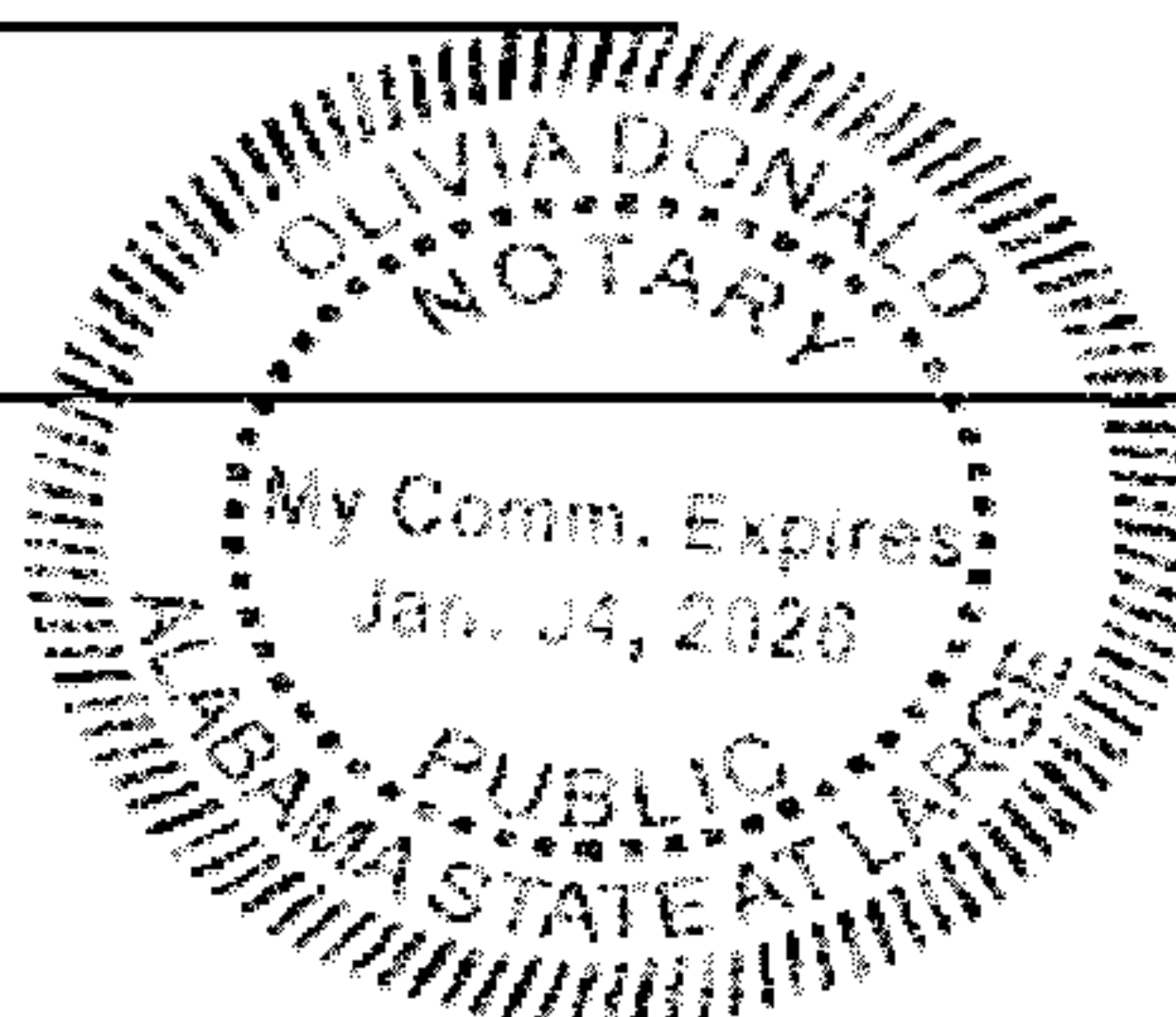
Personally appeared before me, the undersigned authority in and for said county and state, on 1.4.24, within my jurisdiction, the within named Mary Resha, who acknowledged that he/him/her/she/they is/are Loan Officer of Cadence Bank, and that for and on behalf of the said Cadence Bank, and as its act and deed he/she/they executed the above and forgoing instrument, after first having been duly authorized by said Cadence Bank so to do.



Notary Public

Olivia Donald
(Print Name)

My commission expires: _____



This notarial act was completed:

- ☒ In Person
☐ In Person Electronic
☐ Using Audio-Video Communication



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/09/2024 11:59:32 AM
\$83.20 JOANN
20240109000007420

Allie S. Bayl