



20240214000037580 1/14 \$361.00
Shelby Cnty Judge of Probate, AL
02/14/2024 02:24:08 PM FILED/CERT

After Recording Return To:

Greg and Peggy Weiland
219 Hawthorn Street
Birmingham, Alabama 35242

_____[Space Above This Line For Recording Data]_____

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) **“Security Instrument”** means this document, which is dated February 3, 2023, together with all Riders and Attachments to this document.
- (B) **“Borrowers”** are Kathryn Anne Weiland and Joseph Michael Samaniego, Jr. Borrowers are the mortgagors under this Security Instrument.
- (C) **“Lenders”** are Greg and Peggy Weiland. Lender’s current address is 219 Hawthorn Street, Birmingham, Alabama 35242. Lenders are the mortgagees under this Security Instrument.
- (D) **“Note”** means the promissory note signed by Borrowers.
- (E) **“Property”** means the property that is described below under the heading “Transfer of Rights in the Property.”
- (F) **“Loan”** means the debt evidenced by the Note, plus interest, any prepayment charges, and late charges due under the Note, and all sums due under this Security Instrument, plus interest.



(G) **“Riders”** means all Riders to this Security Instrument that are executed by Borrowers. The following Riders are to be executed by Borrowers [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] _____ |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

(H) **“Applicable Law”** means all controlling applicable federal, state, and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) **“Community Association Dues, Fees, and Assessments”** means all dues, fees, assessments, and other charges that are imposed on Borrowers or the Property by a condominium association, homeowners association or similar organization.

(J) **“Electronic Funds Transfer”** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) **“Escrow Items”** means those items that are described in Section 3.

(L) **“Miscellaneous Proceeds”** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) **“Mortgage Insurance”** means insurance protecting Lenders against the nonpayment of, or default on, the Loan.

(N) **“Periodic Payment”** means equal monthly installments for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) **“RESPA”** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, “RESPA” refers to all requirements and restrictions that are imposed regarding a “federally related mortgage loan” even if the Loan does not qualify as a “federally related mortgage loan” under RESPA.

(P) **“Successor in Interest of Borrowers”** means any party that has taken title to the Property, whether or not that party has assumed Borrowers’ obligations under the Note and/or this Security Instrument.



TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lenders: (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note; and (ii) the performance of Borrowers' covenants and agreements under this Security Instrument and the Note. For this purpose, Borrowers irrevocably mortgages, grants, and conveys to Lenders, with power of sale, the following described property located in the County of Shelby: which currently has the address of 136 Belvedere Place Alabaster, Alabama 35007 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All the foregoing is referred to in this Security Instrument as the "Property."

BORROWERS COVENANT that Borrowers are lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrowers warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrowers and Lenders covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. For value received, the Borrowers agree to a lien on the Property as collateral for the Note, and promise to pay the Lenders the principal sum of TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$200,000.00), with interest thereon at the rate of 3.77% per annum, payable in three hundred (300) monthly installments in the amount of ONE THOUSAND THIRTY DOLLARS AND FORTY FOUR CENTS (\$1,030.44) beginning on April 1, 2023 and continuing in equal monthly installments until the final payment on or before March 1, 2048. Each monthly installment is due and payable not later than the fifth business day of the month. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lenders as payment under the Note or this Security Instrument is returned to Lenders unpaid, Lenders may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lenders: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lenders when received at the location designated in the Note or at such other location as may be designated by Lenders in accordance with the notice provisions in Section 15. Lenders may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lenders may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lenders are not

obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lenders need not pay interest on unapplied funds. Lenders may hold such unapplied funds until Borrowers make payment to bring the Loan current. If Borrowers do not do so within a reasonable period of time, Lenders shall either apply such funds or return them to Borrowers. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrowers might have now or in the future against Lenders shall relieve Borrowers from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lenders shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lenders receive a payment from Borrowers for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lenders may apply any payment received from Borrowers to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. None

4. Charges; Liens. Borrowers shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments, or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any.

Borrowers shall promptly discharge any lien which has priority over this Security Instrument unless Borrowers: (a) agree in writing to the payment of the obligation secured by the lien in a manner acceptable to Lenders, but only so long as Borrowers are performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lenders' opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lenders subordinating the lien to this Security Instrument. If Lenders determine that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lenders may give Borrowers a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrowers shall satisfy the lien or take one or more of the actions set forth above.

Lenders may require Borrowers to pay a one-time charge for a real estate tax verification and/or reporting service used by Lenders in connection with this Loan.

5. Property Insurance. Borrowers shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term

“extended coverage,” and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lenders require. What Lenders require pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrowers subject to Lenders’ right to disapprove Borrowers’ choice, which right shall not be exercised unreasonably. Lenders may require Borrowers to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time re-mappings or similar changes occur which reasonably might affect such determination or certification. Borrowers shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrowers.

If Borrowers fail to maintain any of the coverages described above, Lenders may obtain insurance coverage, at Lenders’ option and Borrowers’ expense. Lenders are under no obligation to purchase any type or amount of coverage. Therefore, such coverage shall cover Lenders, but might or might not protect Borrowers, Borrowers’ equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrowers acknowledge that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrowers could have obtained. Any amounts disbursed by Lenders under this Section 5 shall become additional debt of Borrowers secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lenders to Borrowers requesting payment.

All insurance policies required by Lenders and renewals of such policies shall be subject to Lenders’ right to disapprove such policies, shall include a standard mortgage clause, and shall name Lenders as mortgagee and/or as an additional loss payee. Lenders shall have the right to hold the policies and renewal certificates. If Lenders require, Borrowers shall promptly give to Lenders all receipts of paid premiums and renewal notices. If Borrowers obtain any form of insurance coverage, not otherwise required by Lenders, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lenders as mortgagee and/or as an additional loss payee.

In the event of loss, Borrowers shall give prompt notice to the insurance carrier and Lenders. Lenders may make proof of loss if not made promptly by Borrowers. Unless Lenders and Borrowers otherwise agree in writing, any insurance proceeds, whether the underlying insurance was required by Lenders, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lenders’ security is not lessened. During such repair and restoration period, Lenders shall have the right to hold such insurance proceeds until Lenders have had an opportunity to inspect such Property to ensure the work has been completed to Lenders’ satisfaction, provided that such inspection shall be undertaken promptly. Lenders may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lenders shall not be required to pay Borrowers any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrowers shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrowers. If the restoration or repair is not economically feasible or Lenders’ security would be lessened, the insurance proceeds shall be applied to the sums secured by this

Security Instrument, whether then due, with the excess, if any, paid to Borrowers. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrowers abandons the Property, Lenders may file, negotiate, and settle any available insurance claim and related matters. If Borrowers do not respond within 30 days to a notice from Lenders that the insurance carrier has offered to settle a claim, then Lenders may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lenders acquire the Property under Section 22 or otherwise, Borrowers hereby assigns to Lenders (a) Borrowers' rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrowers' rights (other than the right to any refund of unearned premiums paid by Borrowers) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lenders may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether then due.

6. Occupancy. Borrowers shall occupy, establish, and use the Property as Borrowers' principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrowers' principal residence for at least one year after the date of occupancy, unless Lenders otherwise agree in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrowers' control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrowers shall not destroy, damage, or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrowers are residing in the Property, Borrowers shall maintain the Property to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrowers shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrowers shall be responsible for repairing or restoring the Property only if Lenders have released proceeds for such purposes. Lenders may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrowers are not relieved of Borrowers' obligation for the completion of such repair or restoration.

Lenders or their agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lenders may inspect the interior of the improvements on the Property. Lenders shall give Borrowers notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Not applicable.

9. Protection of Lenders' Interest in the Property and Rights Under this Security Instrument. If (a) Borrowers fail to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lenders' interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrowers have abandoned the Property, then Lenders may do and pay for whatever is reasonable or appropriate to protect Lenders' interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lenders'

actions can include but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lenders may act under this Section 9, Lenders do not have to do so and is not under any duty or obligation to do so. It is agreed that Lenders incur no liability for not taking any or all actions authorized under this Section.

Any amounts disbursed by Lenders under this Section shall become additional debt of Borrowers secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lenders to Borrowers requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. Lenders do not require Borrowers to purchase Mortgage Insurance as a condition of making the Loan.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lenders.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lenders' security is not lessened. During such repair and restoration period, Lenders shall have the right to hold such Miscellaneous Proceeds until Lenders have had an opportunity to inspect such Property to ensure the work has been completed to Lenders' satisfaction, provided that such inspection shall be undertaken promptly. Lenders may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lenders shall not be required to pay Borrowers any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lenders' security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether then due, with the excess, if any, paid to Borrowers. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether then due, with the excess, if any, paid to Borrowers.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrowers.



In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrowers and Lenders otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrowers, or if, after notice by Lenders to Borrowers that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrowers fail to respond to Lenders within 30 days after the date the notice is given, Lenders are authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrowers Miscellaneous Proceeds or the party against whom Borrowers have a right of action in regard to Miscellaneous Proceeds.

Borrowers shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lenders' judgment, could result in forfeiture of the Property or other material impairment of Lenders' interest in the Property or rights under this Security Instrument. Borrowers can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lenders' judgment, precludes forfeiture of the Property or other material impairment of Lenders' interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lenders' interest in the Property are hereby assigned and shall be paid to Lenders.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrowers Not Released; Forbearance By Lenders Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lenders to Borrowers or any Successor in Interest of Borrower shall not operate to release the liability of Borrowers or any Successors in Interest of Borrowers. Lenders shall not be required to commence proceedings against any Successor in Interest of Borrowers or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrowers or any Successors in Interest of Borrowers. Any forbearance by Lenders in exercising any right or remedy including, without limitation, Lenders' acceptance of payments from third persons, entities, or Successors in Interest of Borrowers or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrowers covenant and agree that Borrowers' obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lenders and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lenders, shall obtain all of Borrowers' rights and benefits under this Security Instrument. Borrowers shall not

be released from Borrowers' obligations and liability under this Security Instrument unless Lenders agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lenders

14. Loan Charges. Lenders may charge Borrowers fees for services performed in connection with Borrowers' default, for the purpose of protecting Lenders' interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Regarding any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrowers shall not be construed as a prohibition on the charging of such fee. Lenders may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrowers which exceeded permitted limits will be refunded to Borrowers. Lenders may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrowers. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrowers' acceptance of any such refund made by direct payment to Borrowers will constitute a waiver of any right of action Borrowers might have arising out of such overcharge.

15. Notices. All notices given by Borrowers or Lenders in connection with this Security Instrument must be in writing. Any notice to Borrowers in connection with this Security Instrument shall be deemed to have been given to Borrowers when mailed by first class mail or when delivered to Borrowers' notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless the Borrowers have designated a substitute notice address by notice to Lenders. Borrowers shall promptly notify Lenders of Borrowers' change of address. If Lenders specifies a procedure for reporting Borrowers' change of address, then Borrowers shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lenders shall be given by delivering it or by mailing it by first class mail to Lenders' address stated herein unless Lenders have designated another address by notice to Borrowers. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lenders until received by Lenders. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. If any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.



As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word “may” gives sole discretion without any obligation to take any action.

17. Borrower’s Copy. Borrowers shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrowers. As used in this Section 18, “Interest in the Property” means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrowers at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lenders’ prior written consent, Lenders may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lenders if such exercise is prohibited by Applicable Law.

If Lenders exercise this option, Lenders shall give Borrowers notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrowers must pay all sums secured by this Security Instrument. If Borrowers fail to pay these sums prior to the expiration of this period, Lenders may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrowers.

19. Borrowers’ Right to Reinstate After Acceleration. If Borrowers meet certain conditions, Borrowers shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrowers’ right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrowers: (a) pays Lenders all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys’ fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lenders’ interest in the Property and rights under this Security Instrument; and (d) takes such action as Lenders may reasonably require to assure that Lenders’ interest in the Property and rights under this Security Instrument, and Borrowers’ obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lenders may require that Borrowers pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lenders: (a) cash; (b) money order; (c) certified check, bank check, treasurer’s check or cashier’s check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrowers, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) shall not be sold by Lenders.

21. Hazardous Substances. As used in this Section 21: (a) “Hazardous Substances” are those substances defined as toxic or hazardous substances, pollutants, or wastes by



20240214000037580 11/14 \$361.00
Shelby Cnty Judge of Probate, AL
02/14/2024 02:24:08 PM FILED/CERT

Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrowers shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrowers shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrowers shall promptly give Lenders written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrowers have actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrowers learn, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrowers shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lenders for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lenders shall give notice to Borrowers prior to acceleration following Borrowers' breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrowers, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrowers 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 Borrowers to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lenders at their 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. Lenders shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

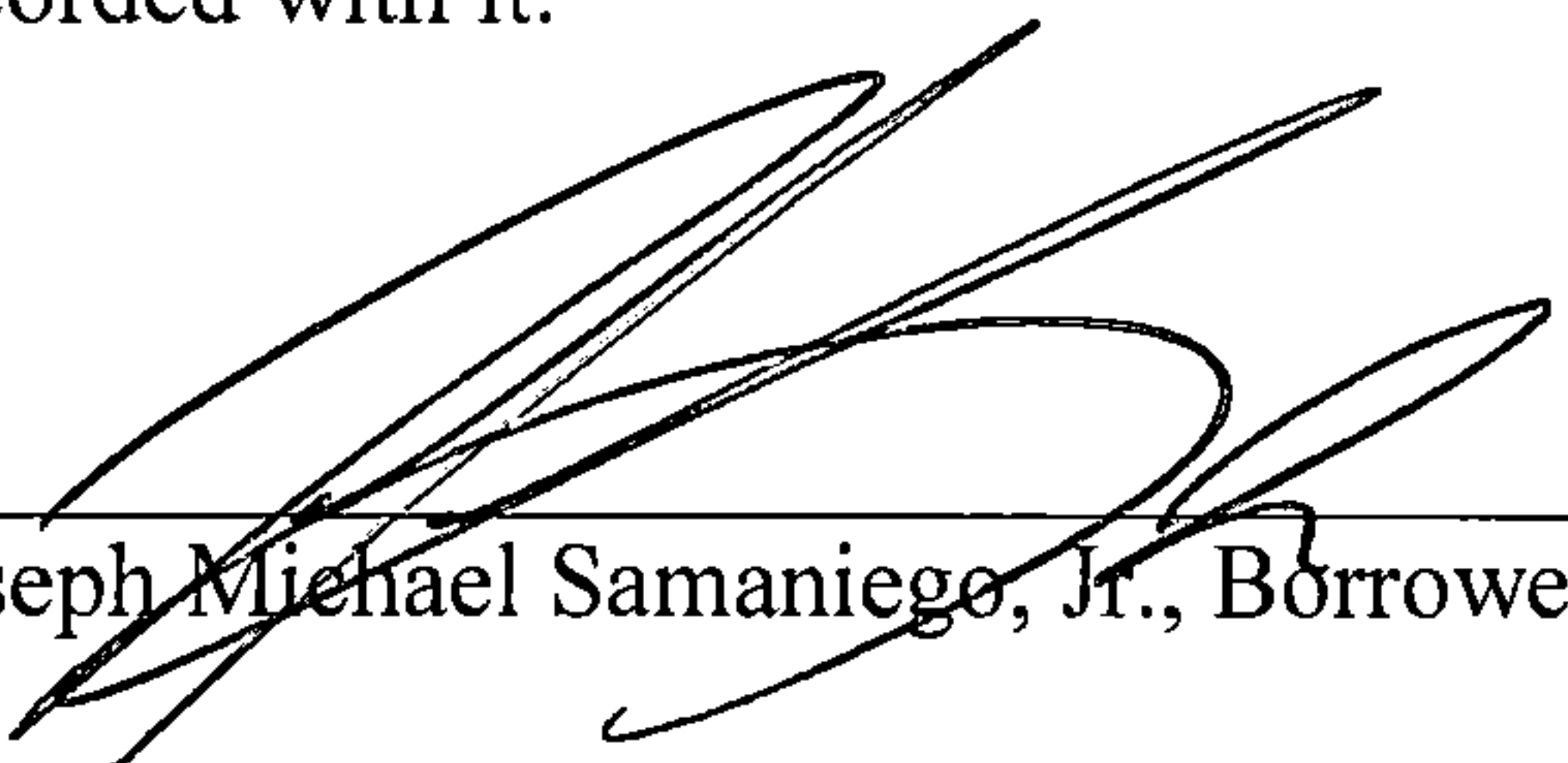


If Lenders invoke the power of sale, Lenders shall give a copy of a notice to Borrowers in the manner provided in Section 15. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in Shelby County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lenders shall deliver to the purchaser Lenders' deed conveying the Property. Lenders or their 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.

23. Release. Upon payment of all sums secured by this Security Instrument, Lenders shall release this Security Instrument. Borrowers shall pay any recordation costs. Lenders may charge Borrowers 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.

24. Waivers. Borrowers waive all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

BY SIGNING BELOW, The Borrowers accept and agree to the terms and covenants contained in this Security Instrument and in any Rider or Attachments executed by Borrowers and recorded with it.


Joseph Michael Samaniego, Jr., Borrower

3/1/2023
Date

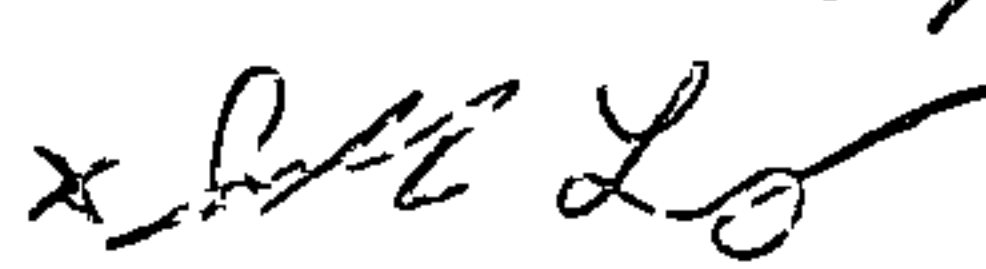

Kathryn Anne Weiland, Borrower

3/1/2023
Date

_____[Space Below This Line For Acknowledgment]_____

The State of Alabama
Shelby County

I, David J. Landey, a Notary Public, hereby certify that Joseph Michael Samaniego, Jr. and Kathryn Anne Weiland whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this 1st day of March A.D. 2023.
Notary Public - David J. Landey  My commission expires - 11/10/2026



20240214000037580 13/14 \$361.00
Shelby Cnty Judge of Probate, AL
02/14/2024 02:24:08 PM FILED/CERT



20240214000037580 14/14 \$361.00
Shelby Cnty Judge of Probate, AL
02/14/2024 02:24:08 PM FILED/CERT

Exhibit “E” Legal Description

136 Belvedere Place, Alabaster, AL 35007 acreage 0.166

Lot 381, according to the survey of Weatherly Belvedere – Sector 23, as recorded in Map Book 21, Page 16, in the Probate Office of Shelby County, Alabama.

Subject to all building set-back lines, covenants, conditions, easements, limitations, provisions, restrictions, reservations, and rights-of-way of record.