

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 February 28, 2024.

Mortgagor

THOMAS CRAIG WHATLEY  
Spouse of a non-borrowing spouse  
ELIZABETH MCKNIGHT WHATLEY  
Spouse of THOMAS C WHATLEY  
5065 CALDWELL MILL RD  
BIRMINGHAM, AL 35242-4524

Lender

Cadence Bank  
Organized and existing under the laws of the state of  
Mississippi  
4680 US 280  
Birmingham, AL 35242

**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 5065 CALDWELL MILL RD, BIRMINGHAM, Alabama 35242-4524.

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.

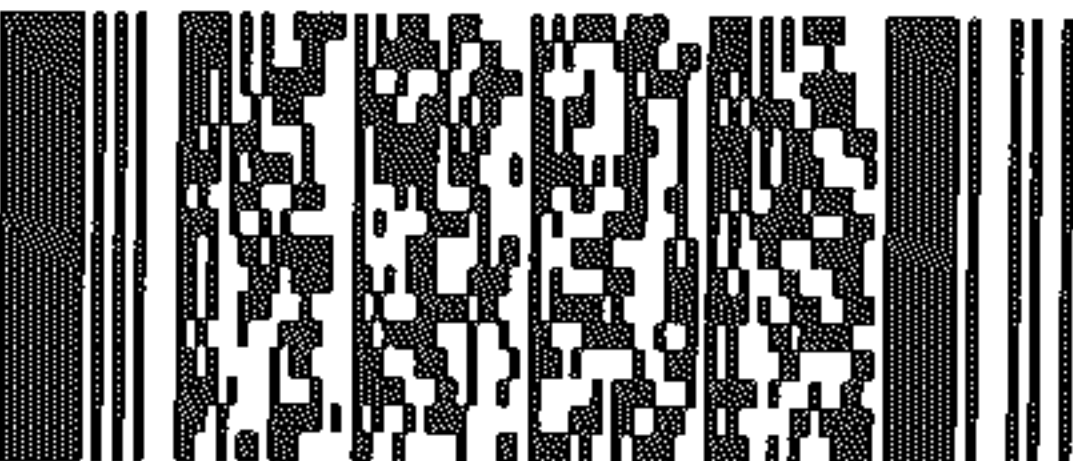
**2. Maximum Obligation Limit.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$200,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not 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.** 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 credit agreement signed by THOMAS C WHATLEY (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 thousand and 00/100 Dollars (U.S. \$200,000.00). Borrower has promised to pay this debt with interest in regular periodic payments and to pay the debt in full not later than March 26, 2049.

(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. 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.

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

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

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

**18. 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.

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

**20. 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: \_\_\_\_\_

**21. ☐ 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**

|                                                                                     |                                                                                      |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
|  |  |
| THOMAS CRAIG WHATLEY                                                                | ELIZABETH MCKNIGHT WHATLEY                                                           |
| <div>Date<br/>Seal</div>                                                            | <div>2/28/24<br/>Seal</div>                                                          |

Acknowledgment

State of Alabama

County of SHELBY

I, Tracie P. Bean hereby certify that THOMAS CRAIG WHATLEY, 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 28<sup>th</sup> day of February, 2024.

Tracie P. Bean  
Notary Public

Tracie P. Bean  
Notary Public Name

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



Acknowledgment

State of Alabama

County of SHELBY

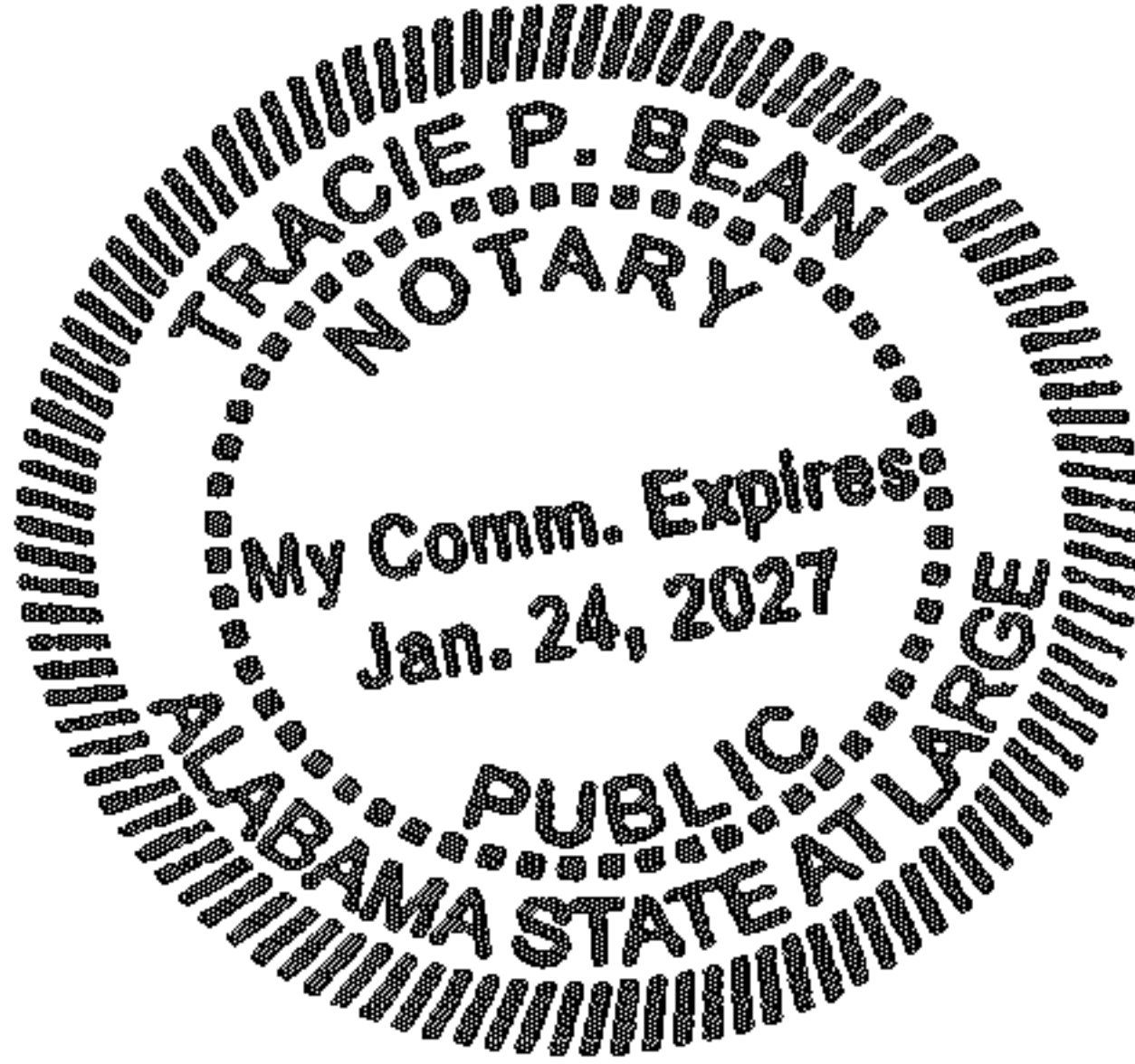
I, Tracie P. Bean hereby certify that ELIZABETH MCKNIGHT WHATLEY, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same voluntarily on the same day the same bears date.

Given under my hand this 28<sup>th</sup> day of February, 2024.

Tracie P. Bean  
Notary Public

Tracie P. Bean  
Notary Public Name

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



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

**Exhibit A**

THE FOLLOWING DESCRIBED REAL ESTATE, LYING AND BEING IN THE COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT:

PARCEL I:

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 2 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID 1/4-1/4; THENCE NORTH 01 DEGREES 01 MINUTES 52 SECONDS WEST A DISTANCE OF 772.42 FEET; THENCE SOUTH 33 DEGREES 11 MINUTES 08 SECONDS WEST A DISTANCE OF 195.72 FEET; THENCE SOUTH 75 DEGREES 07 MINUTES 08 SECONDS WEST A DISTANCE OF 221.95 FEET; THENCE NORTH 01 DEGREES 55 MINUTES 53 SECONDS WEST A DISTANCE OF 8.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF AN UNPAVED ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 04 MINUTES 08 SECONDS WEST A DISTANCE OF 55.00 FEET TO THE POINT OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 225.50 FEET; THENCE CONTINUE ALONG THE ARC OF SAID CURVE A DISTANCE OF 130.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 71 DEGREES 12 MINUTES 38 SECONDS WEST AND A CHORD DISTANCE OF 129.05 FEET TO THE CURVES END; THENCE SOUTH 54 DEGREES 21 MINUTES 08 SECONDS WEST AND A DISTANCE OF 19.66 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY ON A BEARING OF NORTH 01 DEGREES 55 MINUTES 52 SECONDS WEST A DISTANCE OF 264.96 FEET; THENCE NORTH 88 DEGREES 04 MINUTES 08 SECONDS EAST A DISTANCE OF 194.86 FEET; THENCE SOUTH 01 DEGREES 55 MINUTES 52 SECONDS EAST A DISTANCE OF 207.00 FEET TO THE POINT OF BEGINNING.

PARCEL II, A NON-EXCLUSIVE EASEMENT DESCRIBED AS FOLLOWS:

AN INGRESS AND EGRESS EASEMENT LYING 8.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE AND SITUATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 2 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID 1/4-1/4 AND RUN NORTH 01 DEGREES 01 MINUTES 52 SECONDS WEST A DISTANCE OF 772.42 FEET; THENCE SOUTH 33 DEGREES 11 MINUTES 08 SECONDS WEST A DISTANCE OF 195.72 FEET; THENCE SOUTH 75 DEGREES 07 MINUTES 08 SECONDS WEST A DISTANCE OF 221.95 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT; THENCE

SOUTH 88 DEGREES 04 MINUTES 08 SECONDS WEST A DISTANCE OF 55.00 FEET TO THE POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 214.50 FEET AND A CENTRAL ANGLE OF 33 DEGREES 43 MINUTES 00 SECONDS AND CONTINUE ALONG THE ARC OF SAID CURVE A DISTANCE OF 126.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 71 DEGREES 12 MINUTES 38 SECONDS WEST AND A CHORD DISTANCE OF 124.41 FEET TO THE CURVE'S END; THENCE SOUTH 54 DEGREES 21 MINUTES 08 SECONDS WEST A DISTANCE OF 25.00 FEET; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 140.55 FEET; THENCE SOUTH 48 DEGREES 32 MINUTES 38 SECONDS WEST A DISTANCE OF 158.72 FEET TO THE POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 354.05 FEET AND A CENTRAL ANGLE OF 00 DEGREES 32 MINUTES 34 SECONDS; THENCE CONTINUE ALONG THE ARC OF SAID CURVE A DISTANCE OF 3.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 48 DEGREES 48 MINUTES 55 SECONDS WEST A CHORD DISTANCE OF 3.35 FEET TO THE POINT OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 354.05 FEET AND A CENTRAL ANGLE OF 23 DEGREES 27 MINUTES 26 SECONDS; THENCE CONTINUE ALONG THE ARC OF SAID CURVE A DISTANCE OF 144.95 FEET; THENCE SOUTH 72 DEGREES 32 MINUTES 38 SECONDS WEST A DISTANCE OF 57.48 FEET MORE OR LESS TO THE NORTHEASTERLY RIGHT-OF-WAY OF CALDWELL MILL ROAD, SAID POINT BEING THE END OF SAID EASEMENT. SITUATED IN SHELBY COUNTY, ALABAMA.

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

**PARCEL ID(S):** 10-2-10-0-001-002.001

BEING PREVIOUSLY CONVEYED BY SURVIVORSHIP DEED FROM WILLIAM L. CALDWELL, SR. AND REBA BAILEY CALDWELL, HUSBAND AND WIFE TO THOMAS CRAIG WHATLEY AND ELIZABETH MCKNIGHT WHATLEY, HUSBAND AND WIFE FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER, THEN TO THE SURVIVOR OF THEM , DATED 07/12/2007, AND RECORDED ON 07/13/2007 AT DOCUMENT REFERENCE 20070713000331330 IN SHELBY COUNTY, ALABAMA.

This Instrument Prepared By: Brandy Townsend, 2778 West Jackson Street, P. O. Box 4360, Tupelo, MS 38803-4360.

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

**FIRST RIDER**  
**TO THE MORTGAGE WITH FUTURE ADVANCE CLAUSE**

**Granting Party:** Thomas Craig  
Whatley  
Elizabeth  
McKnight  
Whatley  
**App ID** A2024021569096

THIS FIRST RIDER to the Mortgage With Future Advance Clause (herein, the “Security Agreement”) is made this 28th day of February, 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 Home Equity Line - Interest Only (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 February 28, 2024.

**Granting Party:**

Thomas Craig Whatley  
Thomas Craig Whatley

**Acknowledgement**

State of Alabama

County of Shelby

I, Tracie P. Bean, hereby certify that Thomas Craig Whatley 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 28<sup>th</sup> day of February 2024

Tracie P. Bean  
Notary Public

Tracie P. Bean  
Notary Public Name

My Commission Expires:

1/24/27



This notarial act was completed:

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

**Granting Party:**

Elizabeth McKnight Whatley  
Elizabeth McKnight Whatley

**Acknowledgement**

State of Alabama

County of Shelby

I, Tracie P. Bean, hereby certify that Elizabeth McKnight Whatley 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 28<sup>th</sup> day of February, 2024

Tracie P. Bean  
Notary Public

Tracie P. Bean  
Notary Public Name

My Commission Expires:

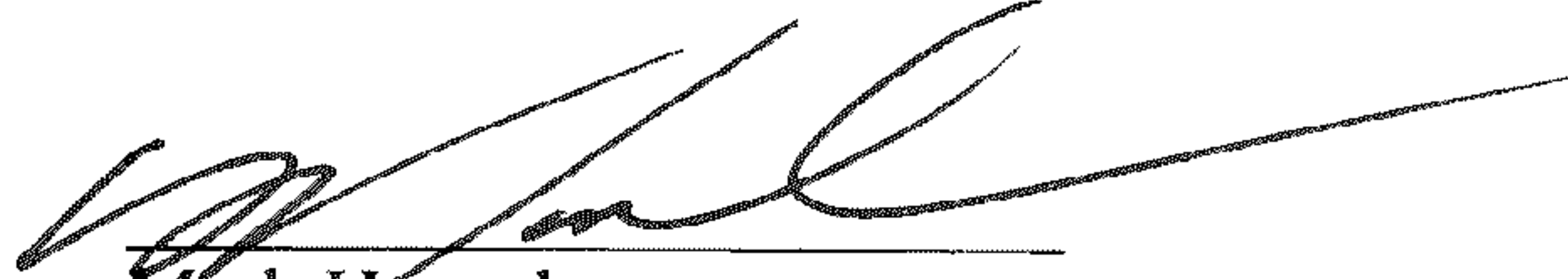
1/24/27



This notarial act was completed:

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

**Cadence Bank:**

  
Mark Housel  
Managing Director|Private Bank

**Acknowledgment**

State of Alabama  
County of Shelby

Personally appeared before me, the undersigned authority in and for said county and state, on 2/28/2024, within my jurisdiction, the within named Mark Housel, who acknowledged that he/him/her/she/they is/are Managing Director 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

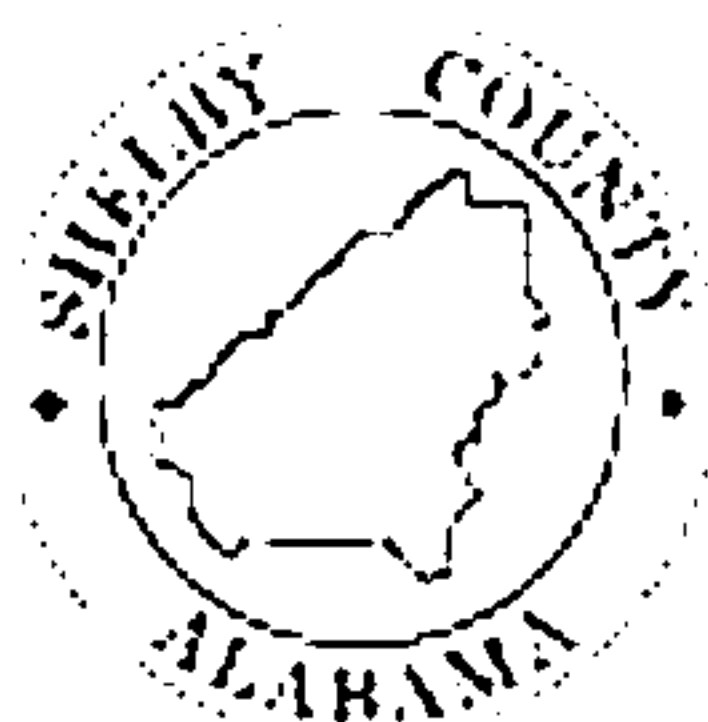
Tracie P. Bean  
(Print Name)

My commission expires: 1/24/27



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  
03/04/2024 10:25:11 AM  
\$359.00 BRITTANI  
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