

THIS INSTRUMENT PREPARED BY:

Investar Bank, National Association  
Loan Operations  
Bridget N Ingram  
Loan Operations Assistant  
P.O. Box 7575 Oxford, AL 36203

AFTER RECORDING RETURN TO:

Investar Bank, National Association  
Bridget N Ingram  
P.O. Box 7575 Oxford, AL 36203

(Space Above This Line For Recording Data)

LOAN NUMBER: 714976550

LOAN ORIGINATOR COMPANY NAME: Investar Bank, National Association

NMLS COMPANY IDENTIFIER: 481188

LOAN ORIGINATOR NAME: Brooklyn Payton

NMLS ORIGINATOR IDENTIFIER: 2253166

**MORTGAGE**

**(OPEN END CREDIT - FUTURE ADVANCES ARE SECURED BY THIS  
MORTGAGE)**

THIS MORTGAGE ("Security Instrument") is made on December 31, 2024. The mortgagors are Harrison Grey Domingue and Samantha Leah Domingue, a married couple, whose address is 1021 Drayton Way, Birmingham, AL 35242 ("Mortgagor"). Mortgagor is not necessarily the same as the Person or Persons who sign the Home Equity Line of Credit Agreement ("Agreement"). This Security Instrument is given to Investar Bank, National Association, which is organized and existing under the laws of the United States of America and whose address is P.O. Box 7575, Oxford, Alabama 36203 ("Lender"). HARRISON GREY DOMINGUE and SAMANTHA LEAH DOMINGUE ("Borrower") have entered into an Agreement with Lender as of December 31, 2024, under the terms of which Borrower may, from time to time, obtain advances not to exceed, at any time, a **\*\*\*MAXIMUM PRINCIPAL AMOUNT (EXCLUDING PROTECTIVE ADVANCES)\*\*\*** of One Hundred Eighty-five Thousand and 00/100 Dollars (U.S. \$185,000.00) ("Credit Limit"). Any party interested in the details related to Lender's continuing obligation to make advances to Borrower is advised to consult directly with Lender. If not paid earlier, the sums owing under the Agreement will be due on December 31, 2054. This Security Instrument secures to Lender: (a) the repayment of the debt under the Agreement, with interest, including future advances, and all renewals, extensions and modifications of the Agreement; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument under the provisions of the section titled **PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY**; and (c) the performance of the covenants and agreements under this Security Instrument and the Agreement. For this purpose, Mortgagor, in consideration of the debt, does hereby mortgage, grant and convey to Lender, with power of sale, all of Mortgagor's right, title, and interest in and to the following described property located in the County of SHELBY, State of Alabama:

Address: 1021 DRAYTON WAY, BIRMINGHAM, Alabama 35242

Legal Description: See attached Exhibit "A"

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

MORTGAGOR COVENANTS that Mortgagor is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of



record. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Mortgagor and Lender covenant and agree as follows:

**PAYMENT OF PRINCIPAL AND INTEREST; OTHER CHARGES.** Borrower shall promptly pay when due the principal of and interest on the debt owed under the Agreement and late charges or any other fees and charges due under the Agreement.

**CROSS-COLLATERALIZATION.** In addition to the Home Equity Line of Credit Agreement, this Real Estate Security Instrument secures all obligations, debts and liabilities, plus interest thereon, of Mortgagor to Lender, or anyone or more of them, as well as all claims by Lender against Mortgagor or anyone or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Home Equity Line of Credit Agreement, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Mortgagor maybe liable individually or jointly with others, whether obligated as a guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts maybe or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extensions of credit and other liabilities or obligations of Mortgagor to Lender, then this Real Estate Security Instrument shall not secure additional loans or obligations unless and until such notice is given. It is specifically agreed that, to the extent prohibited by law, all such collateral consisting of household goods or real property, including principal dwellings and property located in a Special Flood Hazard Area, will not secure this loan.

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

**CHARGES; LIENS.** Mortgagor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. At the request of Lender, Mortgagor shall promptly furnish to Lender receipts evidencing the payments.

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

**HAZARD OR PROPERTY INSURANCE.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval which shall not be unreasonably withheld. If Mortgagor fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section titled **PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY.**

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





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

Unless Lender otherwise agrees in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Agreement or change the amount of the payments. If under the section titled **ACCELERATION; REMEDIES**, the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; FALSE STATEMENTS; LEASEHOLDS.** Mortgagor shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Mortgagor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. It shall also be a default hereunder if Mortgagor or Borrower has provided materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Agreement. If this Security Instrument is on a leasehold, Mortgagor shall comply with all the provisions of the lease. If Mortgagor acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

Any amounts disbursed by Lender under this section shall become additional debt of Mortgagor secured by this Security Instrument. Unless Mortgagor and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the same rate assessed on advances under the Agreement and shall be payable, with interest, upon notice from Lender to Mortgagor requesting payment.

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Mortgagor and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the



taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Mortgagor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Mortgagor and Lender otherwise agree in writing or unless Applicable Law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Mortgagor, or if, after notice by Lender to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Lender within the minimum number of days established by Applicable Law after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender otherwise agrees in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Agreement or change the amount of such payments.

**BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**LOAN CHARGES.** If the loan secured by this Security Instrument 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 limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Agreement.

**MORTGAGOR'S COPY.** Mortgagor shall be given one copy of this Security Instrument.

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

**HAZARDOUS SUBSTANCES.** Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Mortgagor shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and





radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the state of Alabama that relate to health, safety or environmental protection.

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

If Lender invokes the power of sale, Lender shall give a copy of a notice to Mortgagor in the manner provided in the section titled Notices. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in SHELBY County, Alabama, and thereupon, shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Mortgagor 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 attorney's fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**RELEASE.** Upon payment of all sums secured by this Security Instrument and termination of Borrower's right to obtain further advances under the Agreement, Lender shall release this Security Instrument. Mortgagor shall pay any recordation costs. Lender may charge Mortgagor 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.

**WAIVER OF HOMESTEAD EXEMPTION RIGHTS.** Mortgagor and all other signatories to this Security Instrument, to the extent each possesses homestead exemption rights in the Property, hereby waive all homestead exemption rights relating to the Property to the extent permitted by law. **WAIVER OF HOMESTEAD EXEMPTION RIGHTS.** Grantor/Mortgagor and all other signatories to this Security Instrument, to the extent each possesses homestead exemption rights in the Property, hereby waive all homestead exemption rights relating to the Property to the extent permitted by law. Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the sale of the Property conveyed hereby be set off against any part of the debt or obligations secured hereby.

**ACCOMMODATION SIGNERS.** Any person who co-signs this Security Instrument but has no personal liability under the Agreement ("Accommodation Signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey that Accommodation Signer's interest in the Property under the terms of the Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without that Accommodation Signer's consent.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, personal representatives, administrators, successors, and assigns of the Mortgagor.



**NOTICES.** Any notice to Mortgagor provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice shall be directed to the Property Address or any other address Mortgagor designates by notice to Lender. Mortgagor agrees to provide Lender with Mortgagor's most current mailing address, as it may change from time-to-time. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Mortgagor. Any notice provided for in this Security Instrument shall be deemed to have been given to Mortgagor or Lender when given as provided in this paragraph.

**NO WAIVER.** No failure or delay on Lender's part to exercise a power or right, and no course of dealing between Lender and Mortgagor, operates as a waiver of a power or right, nor will any single or partial exercise of a power or right preclude further exercise of that or any other power or right.

**JOINT AND SEVERAL LIABILITY.** Each Mortgagor's obligations and liabilities are joint and several. This means Lender can enforce Lender's rights against any Mortgagor individually or collectively.

**SEVERABILITY.** If a court for any reason holds a provision of this Security Instrument to be unenforceable, the rest remains fully enforceable.

**HEADINGS.** Headings are for convenience only and do not affect the interpretation of this Security Instrument.

**TIME IS OF THE ESSENCE.** Time is of the essence in the performance of all obligations of Mortgagor.

**GOVERNING LAW.** Alabama law applies to all matters arising under or relating to this Security Instrument without regard to any choice-of-law rules that might direct the application of another jurisdiction's laws.

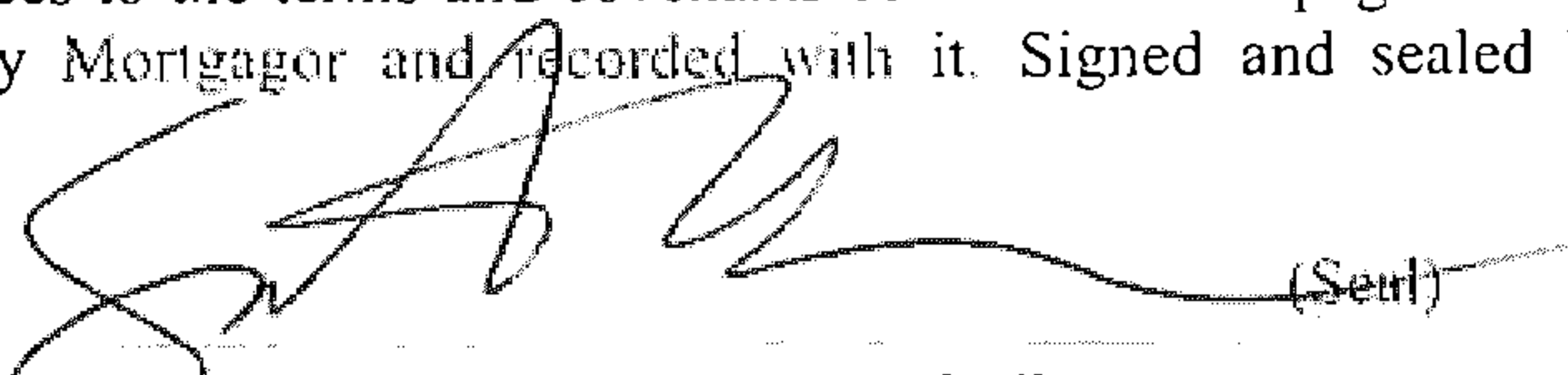
**ENTIRE AGREEMENT.** This Security Instrument represents the entire agreement between the parties. It cannot be changed except by written agreement signed by the parties.

**ASSIGNMENT OF RENTS.** Lender shall, regardless of the existence of a default under this Security Instrument, be entitled as a matter of right, without notice to any party be a receiver or appoint a receiver of the rents, issues and profits of the Property, with power to lease and control the Property and with such other powers as may be deemed necessary in the sole judgment of Lender, and that the reasonable attorney fees and receiver fees and costs shall, among other expenses and costs, be allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of the Property. Lender is granted an irrevocable power of attorney coupled with an interest to communicate with all service providers, tenants, and obtain all documents related thereto. Lender is irrevocably authorized to collect all rents, endorse the name of Mortgagor to all rent checks or other instruments, receive and arrange for the transfer of any tenant deposits, and do all things necessary, in the sole judgment of Lender to administer the Property. The collection and application of the rents, issues and profits to the indebtedness secured by this Security Instrument shall not constitute a waiver of any default which might at any time exist under the Security Instrument or any related loan document. Further, nothing in this provision shall abridge, postpone or otherwise affect the rights and remedies of Lender under this or the related loan documents and all such right rights and remedies may be pursued by Lender at any and all times at the full discretion of Lender.

**THIS SECURITY INSTRUMENT IS MADE, GIVEN, SIGNED, AND DELIVERED UNDER SEAL AND IT IS INTENDED THAT THIS SECURITY INSTRUMENT IS AND SHALL HAVE THE EFFECT OF A SEALED INSTRUMENT UNDER LAW.**

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

 (Seal)  
HARRISON GREY DOMINGUE

 (Seal)  
SAMANTHA LEAH DOMINGUE



INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF *Jefferson*

I, *David P. Condon*, do hereby certify that HARRISON GREY DOMINGUE and SAMANTHA LEAH DOMINGUE, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, they executed the same, voluntarily, on the day the same bears date. Given under my hand this

My commission expires:

*2/12/2026*  
(Official Seal)

*[Signature]*





Exhibit "A"

Legal Description: Lot 22-62, according to the Map of Highland Lakes, 22<sup>nd</sup> Sector, Phase 11, and Eddleman Community, as recorded in Map Book 36, Page 94 A- C, in the Probate Office of Shelby County, Alabama.



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**01/17/2025 08:50:24 AM**  
**\$320.50 JOANN**  
**20250117000017200**

*Allen S. Bayl*