

Return To: Renasant Bank – Post
Closing – Final Doc
2001 Park Place North
Suite 150
Birmingham, AL 35203

MORTGAGE

This Mortgage, dated as of February 14, 2025, is given by Kiwauna Presley, Wife and Steven Presley, Husband; (individually and collectively, "*Borrower*", whether one or more), whose address is 138 ADDISON DR, CALERA, AL 35040-5607 (the "*Property Address*"), to Renasant Bank, a Mississippi banking corporation, or its successors and assigns (collectively the "*Note Holder*") at 2001 Park Place, Suite 350, Birmingham, AL 35203, or at such other place as may be designated from time to time by the Note Holder.

WHEREAS, Borrower has this day obtained from Note Holder a loan (the "*Second Loan*") in the principal sum of FIVE THOUSAND SIX HUNDRED FORTY Dollars (\$5,640.00) (the "*Principal*"), evidenced by a promissory note of even date herewith (the "*Second Note*"), and having a maturity date of March 1, 2030, (the "*Maturity Date*"), plus interest, if any, that may come due under such Second Note, which Second Loan provided Borrower with down payment funds and/or funds for closing costs in connection with Borrower's acquisition of the Property (as hereinafter defined); and

WHEREAS, in addition to the capitalized terms defined above or elsewhere in this document, certain terms are defined below:

"*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.

"*Community Association Dues, Fees, and Assessments*" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.



"Declaration" shall mean any restrictive covenants of record against the Property including any which are for the benefit of a condominium association, homeowners association or similar organization.

"First Note" means that certain promissory note of even date herewith given by Borrower for the benefit of Note Holder, and its successors and assigns, which evidences a loan made by Note Holder to fund a portion of the purchase price for the Property, and all renewals, extensions, modifications or replacements thereof.

"First Security Instrument" means that mortgage, deed of trust, or security deed of even date herewith given by Borrower for the benefit of Note Holder, and its successors and assigns, which instrument secures the First Note among other debt, and all renewals, extensions, modifications or replacements thereof.

"Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred by a bond for a deed, or contract for a deed, installment sales contract, the intent of which is to transfer title by Borrower at a future date to a purchaser.

"Property" means the real property located in SHELBY County, State of Alabama, having a Property Address which is the same address as Borrower set forth above, and being legally described on Exhibit A that is attached hereto and incorporated herein by reference, to include, without limitation, all Interest in the Property now or hereafter owed by Borrower TOGETHER WITH all the improvements now or hereafter erected on the property, all easements, appurtenances, and fixtures now or hereafter a part of the property.

"RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), 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 Second Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

"Riders" means all Riders to this Second Security Instrument that are executed by Borrower.

"Sale" and all forms and derivatives thereof shall mean any sale, conveyance, mortgage, pledge, and grant of a security interest or other transfer of the Property or Interest in the Property.

"Second Loan" means the debt evidenced by the Second Note, and all sums due under the Second Note or this Second Security Instrument, plus any interest thereon.

"Second Security Instrument" means this document which is dated February 14, 2025, together with all Riders to this document, and all renewals, extensions, modifications or replacements thereof;

WHEREAS, all other capitalized terms not otherwise defined herein shall be ascribed the same meaning as such terms have in the Second Note.

TIHEREFORE, in consideration of the Second Loan made by Note Holder to Borrower, Borrower hereby covenants to Note Holder as follows:

1. Transfer of Interest in the Property. To secure the repayment of the Second Note and all interest which may become due and payable thereon, and all renewals, extensions, modifications or replacements of the Second Note, and to secure Borrower's performance of the covenants and agreements contained in the Second Note and herein, Borrower hereby irrevocably mortgages, grants and conveys to Note Holder and Note Holder's successors and assigns, with power of sale, the Property.

Borrower warrants that Borrower is 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 the First Security Instrument and other encumbrances of record. Borrower further warrants title to the Property and will defend generally the title to the Property against all claims and demands, subject to the First Security Instrument and other encumbrances of record.

This Security Instrument shall be subordinate only to the First Security Instrument.



2. Payment and Performance of all Indebtedness and Other Obligations. The Borrower, as mortgagor, covenants with the Note Holder, as mortgagee, the following covenants:

(A) That Borrower will pay the indebtedness when due under the First Note as provided therein;

(B) That Borrower will perform all covenants required of Borrower under the First Security Instrument and pay all indebtedness which may become due thereunder; and

(C) That Borrower will pay to Note Holder the whole of the indebtedness secured by this Second Security Instrument (except for such Principal which may have been earlier forgiven by Note Holder in writing pursuant to the terms of the Second Note) either on the Maturity Date of the Second Note or immediately upon the occurrence of any of the following events: (i) a Sale of the Property or any Interest in the Property, in whole or in part, by Borrower before the Maturity Date; (ii) any payment that results in payment in full of the then outstanding balance of the loan evidenced by the First Note and secured by the Property, whether such payment is as a result of refinancing of the Second Loan or from any other source; (iii) if for any reason Borrower no longer occupies the Property as Borrower's primary residence for a period longer than thirty (30) days; or (iv) the occurrence of an Event of Default as provided in Section 18 below followed by an acceleration of the balance and notice issued by Note Holder to Borrower for payment in full of then outstanding balance of the Second Note.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Second Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are escrow items, Borrower shall pay them in the manner required by the First Security Instrument. Borrower shall promptly pay the indebtedness secured by the First Security Instrument in accordance with the terms of the First Note and such First Security Instrument. Borrower shall further promptly discharge any other lien which has priority over this Second Security Instrument, unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Note Holder and Note Holder consents to such in writing, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Note Holder's 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 Note Holder subordinating the lien to this Second Security Instrument and the First Security Instrument. If Note Holder determines that any part of the Property is subject to a lien which can attain priority over this Second Security Instrument, Note Holder may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 3. Note Holder may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Note Holder in connection with this Second Loan.

4. Property Insurance. Borrower 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 Note Holder requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Note Holder requires. What Note Holder requires pursuant to the preceding sentences can change during the term of the Second Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Note Holder's right to disapprove Borrower's choice, which right shall not be exercised unreasonably.

Note Holder may require Borrower to pay, in connection with this Second Loan, either: (a) a onetime 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 remappings or similar changes occur which reasonably might affect such determination or certification. Borrower 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 Borrower. If any of the Property is located in a federally designated flood zone area, and if



flood insurance is available for that area, Borrower shall procure and maintain flood insurance in amounts reasonably satisfactory to Note Holder.

If Borrower fails to maintain any of the coverages described above, Note Holder may obtain insurance coverage, at Note Holder's option and Borrower's expense. Note Holder is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Note Holder, but might or might not protect Borrower, Borrower's 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. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Note Holder under this Section 4 shall become additional debt of Borrower secured by this Second Security Instrument and/or the First Security Instrument. These amounts shall bear interest at the Default Interest rate of the Second Note from the date of disbursement and shall be payable, with such interest, upon notice from Note Holder to Borrower requesting payment.

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Note Holder. Note Holder may make and submit proof of loss to the insurance carrier if not made promptly by Borrower but shall be under no obligation to do so. Unless Note Holder and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Note Holder, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Note Holder's security is not lessened. During such repair and restoration period, Note Holder shall have the right to hold such insurance proceeds until Note Holder has had an opportunity to inspect such Property to ensure the work has been completed to Note Holder's satisfaction, provided that such inspection shall be undertaken promptly. Note Holder 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, Note Holder shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Note Holder's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Second Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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

5. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Second Security Instrument and shall continue to occupy the Property until all of the



indebtedness secured by this Second Security Instrument has either been paid in full or subsequently forgiven by Note Holder in writing in accordance with the terms and conditions of the Second Note. Borrower shall not permit or cause any Sale or otherwise mortgage, pledge, grant a security interest in, or otherwise transfer or encumber all or any part of the Property or any Interest in the Property without the prior written consent of Note Holder. Borrower shall not lease or rent the Property, provided, however, that this covenant shall not prohibit the Borrower from receiving payments from members of Borrower's family in compensation for room and board so long as Borrower still utilizes the Property as his, her or their primary residence.

6. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 4 that repair or restoration is not economically feasible, Borrower 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, Borrower shall be responsible for repairing or restoring the Property only if Note Holder has released proceeds for such purposes. Any award of damages under condemnation or payment in lieu thereof for injury to, or the taking of, all or any part of the Property are hereby assigned to Note Holder and shall be paid first, for amounts due and payable to Note Holder with authority to apply the award or payment to the indebtedness outstanding on the First Note and/or Second Note as Note Holder determines in its sole discretion. Note Holder 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, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Borrower shall further (a) promptly pay when due all charges for utilities or other services to the Property including, but not limited to, water, sanitary sewer, electricity, gas, telephone, and trash and garbage removal and, upon request of Note Holder, shall provide evidence of such payment; (b) if the Property is subject to any Declaration, Borrower shall: (i) timely pay, or cause the payment of all Community Association Dues, Fees, and Assessments or any other assessments (if any), levied against the Property pursuant to the terms and conditions of the Declaration or any amendments thereto; and (ii) comply with all of the terms and conditions of the Declaration; (c) if the Property is a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the Declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents; and (d) Borrower shall comply or cause compliance with all laws and regulations of any governmental authority which affects the Property or the manner of using or operating the same.

7. Borrower's Loan Application. Borrower shall be in default and such default will constitute an additional Event of Default as such term is defined in Section 18 below, if, during the loan application process for the Second Loan, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Note Holder (or failed to provide Note Holder with material information) in connection with the Second Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence, total household income, and completing any housing counseling and/or housing education requirements.

8. Protection of Note Holder's Interest in the Property and Rights under this Second Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Second Security Instrument, (b) there is a legal proceeding that might significantly affect Note Holder's interest in the Property and/or rights under this Second Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Second Security Instrument or to enforce Applicable Law), or (c) Borrower has abandoned the Property, then Note Holder may do and pay for whatever is reasonable or appropriate to protect Note Holder's interest in the Property and rights under this Second Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property.



Note Holder's actions can include, but are not limited to: (i) paying any sums secured by a lien which has priority over this Second Security Instrument; (ii) appearing in court; and (iii) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Second 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 Note Holder may take action under this Section 8, Note Holder does not have to do so and is not under any duty or obligation to do so. It is agreed that Note Holder incurs no liability for not taking any or all actions authorized under this Section 8.

Any amounts disbursed by Note Holder under this Section 8 shall become additional debt of Borrower secured by this Second Security Instrument and/or the First Security Instrument. These amounts shall bear interest at the Default Interest rate in accordance with the terms of the Second Note from the date of disbursement and shall be payable, with such interest, upon notice from Note Holder to Borrower requesting payment.

If this Second Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Note Holder, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Note Holder agrees to the merger in writing.

9. Borrower Not Released; Forbearance By Note Holder Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Second Security Instrument granted by Note Holder to Borrower shall not operate to release the liability of Borrower. Any forbearance by Note Holder in exercising any right or remedy including, without limitation, Note Holder's acceptance of payments from third persons, or entities or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

10. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Second Security Instrument but does not execute the Second Note (a "co-signer"): (a) is co-signing this Second Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Second Security Instrument (b) is not personally obligated to pay the sums secured by this Second Security Instrument; and (c) agrees that Note Holder and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Second Security Instrument or the Second Note without the co-signer's consent. Subject to and without waiving the right of Note Holder to accelerate the indebtedness secured by this Second Security Instrument upon Borrower's Sale of the Property or any Interest in the Property, in whole or in part, any successor in interest of Borrower who assumes Borrower's obligations under this Second Security Instrument in writing, and is approved by Note Holder, shall obtain all of Borrower's rights and benefits under this Second Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Second Security Instrument unless Note Holder agrees to such release in writing.

11. Loan Charges. Note Holder may charge Borrower fees for services performed in connection with or arising from the occurrence of an Event of Default, for the purpose of protecting Note Holder's interest in the Property and rights under this Second Security Instrument, including, but not limited to, attorneys' fees, and property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Second Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Note Holder may not charge fees that are expressly prohibited by this Second Security Instrument or by Applicable Law. If the Second 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 Second 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 Borrower which exceeded permitted limits will be refunded to Borrower. Note Holder may choose to make this refund by reducing the principal owed under the Second Note or by making a direct payment to Borrower. 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 Second Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

12. Notices. All notices given by Borrower or Note Holder in connection with this Second Security Instrument must be in writing. Any notice to Borrower in connection with this Second Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's 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 Borrower has designated a substitute notice address by written notice to Note Holder. Borrower shall promptly notify Note Holder of Borrower's change of address. If Note Holder specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Second Security Instrument at any one time. Any notice to Note Holder shall be given by delivering it or by mailing it by first class mail to Note Holder's address stated herein unless Note Holder has designated another address by notice to Borrower. Any notice in connection with this Second Security Instrument shall not be deemed to have been given to Note Holder until actually received by Note Holder. If any notice required by this Second Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Second Security Instrument.

13. 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 Second 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. In the event that any provision or clause of this Second Security Instrument or the Second Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Second Security Instrument or the Second Note which can be given effect without the conflicting provision.

As used in this Second 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.

14. Borrower's Copy. Borrower shall be given one copy of the Second Note and of this Second Security Instrument.

15. Borrower's Conditional and Limited Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Second 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 Second Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Second Security Instrument. Those conditions are that Borrower: (i) pays Note Holder all sums which then would be due under this Second Security Instrument and the Second Note as if no acceleration had occurred; (ii) cures any and all Events of Default; (iii) pays all expenses incurred in enforcing this Second Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Note Holder's interest in the Property and rights under this Second Security Instrument; and (iv) takes such action as Note Holder may reasonably require to assure that Note Holder's interest in the Property and rights under this Second Security Instrument, and Borrower's obligation to pay the sums secured by this Second Security Instrument, shall continue unchanged. Note Holder may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Note Holder: (w) cash; (x) money order; (y) 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 (z) any other method approved by Note Holder. Upon reinstatement by Borrower, this Second 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 on account of a Sale by Borrower of the Property or any Interest in the Property in whole or in part. However, this right to reinstate shall not apply in the



case of acceleration on account of the events or circumstances set forth in (c)(i), (c)(ii), or (c)(iii) of Section 2 above or Section 18(c) below unless Applicable Law provides otherwise.

16. Sale of Second Note; Change of Loan Servicer; Notice of Grievance. The Second Note or a partial interest in the Second Note (together with this Second Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "*Loan Servicer*") that collects any payments due under the Second Note and this Second Security Instrument and performs other mortgage loan servicing obligations under the Second Note, this Second Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Second Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Second Note is sold and thereafter the Second Loan is serviced by a Loan Servicer other than the purchaser of the Second Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Second Note purchaser unless otherwise provided by the Second Note purchaser.

Neither Borrower nor Note Holder may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Second Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Second Security Instrument, until such Borrower or Note Holder has notified the other party (with such notice given in compliance with the requirements of Section 12) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. Any notice of acceleration and opportunity to cure given to Borrower pursuant to Section 15 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 16.

17. Hazardous Substances. As used in this Section 17: (a) "*Hazardous Substances*" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (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.

Borrower 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. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (i) that is in violation of any Environmental Law, (ii) which creates an Environmental Condition, or (iii) 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).

Borrower shall promptly give Note Holder written notice of (x) 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 Borrower has actual knowledge, (y) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (z) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, 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, Borrower shall promptly



take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Note Holder for an Environmental Cleanup.

18. Events of Default/Acceleration of Maturity. Upon the occurrence of and continued existence of any Event of Default (as such term is defined below), the Note Holder, shall have the right and option, exercisable in its sole discretion, to accelerate the Maturity Date and declare the outstanding balance of the Second Note and the entire remaining indebtedness secured by this Second Security Instrument, with interest at the Default Interest rate set forth in the Second Note, immediately due and payable without notice, demand, or presentment for payment to Borrower or others, and shall further have the right to foreclose this Second Security Instrument and/or invoke all rights and remedies under the Second Note, this Second Security Instrument or Applicable Law to collect such accelerated indebtedness. The foregoing rights are in addition to and without limitation on Note Holder's rights and remedies under the Second Note. The term "*Event of Default*", as used herein, shall mean the occurrence of any of the following events, to-wit:

(A) The occurrence of an Event of Default under the terms of the Second Note or any breach of or failure by Borrower to perform Borrower's obligations under the terms of such Second Note or this Second Security Instrument;

(B) The occurrence of a default or breach by Borrower under the terms of the First Note or any breach of or failure of Borrower to perform Borrower's obligations under the terms of such First Note or the First Security Instrument;

(C) If Borrower shall: (1) apply for or consent to the appointment of a receiver, trustee, or liquidator of itself or of its property; (2) be unable to admit in writing its ability to pay its debts as they mature; (3) make a general assignment for the benefit of creditors; (4) be adjudicated as bankrupt or insolvent; or (5) file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law or file any answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization, or insolvency proceeding;

(D) The use of the Property, or any part thereof, by Borrower, or others acting under Borrower's control, for any unlawful activity which is a violation of any local, state or federal law, including without limitation the manufacturing, selling, giving away, bartering, delivering, exchanging, distributing or possession with intent to manufacture, sell, give away, barter, deliver, exchange, or distribute a controlled substance; or

(E) A default within the meaning of Section 7 above.

19. Release. Upon payment of all sums secured by this Second Security Instrument, Note Holder shall release this Second Security Instrument. Borrower shall pay any recordation costs. Note Holder may charge Borrower a fee for releasing this Second Security Instrument, but only if the fee is paid to a third party for services actually rendered and the charging of the fee is permitted by Applicable Law.

20. Successors and Assigns. This Security Instrument shall be binding upon and inure to the benefit of the Borrower, the Note Holder and their respective successors and assigns; provided, however, that the Borrower may not assign this Second Security Instrument in whole or in part without the Note Holder's prior written consent and the Note Holder at any time may assign and transfer this Second Security Instrument in whole or in part.

21. Preservation of Note Holder's Rights; Severability. Any forbearance by Note Holder in exercising any right or remedy hereunder, or otherwise afforded by Applicable Law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Note Holder shall not be a waiver of Note Holder's right to accelerate the maturity of the indebtedness secured by this Second Security Instrument. If any provision hereof is determined to be unenforceable or invalid, such provision or such part thereof as may be unenforceable or invalid shall be deemed severed from this Second Security Instrument, and the remaining provisions shall be carried out with the same force and effect as if the severed provision or part had not been made a part hereof.



22. Waivers; Assumption Not a Novation. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property. Note Holder's acceptance of an assumption of the obligations of this Second Security Instrument and the Second Note, and any release of Borrower made by Note Holder in connection therewith, shall not constitute a novation. Any such acceptance and release by Note Holder must be in writing.

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

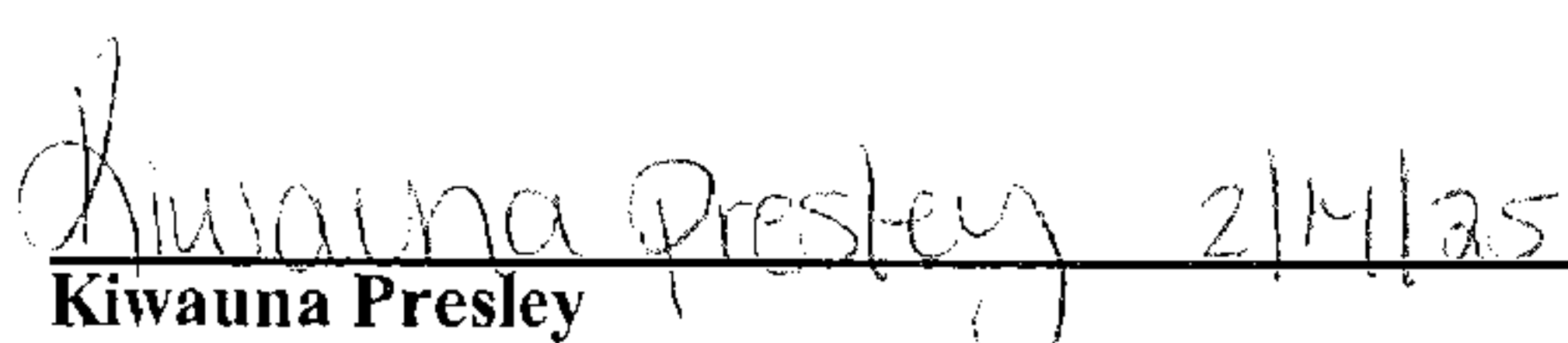
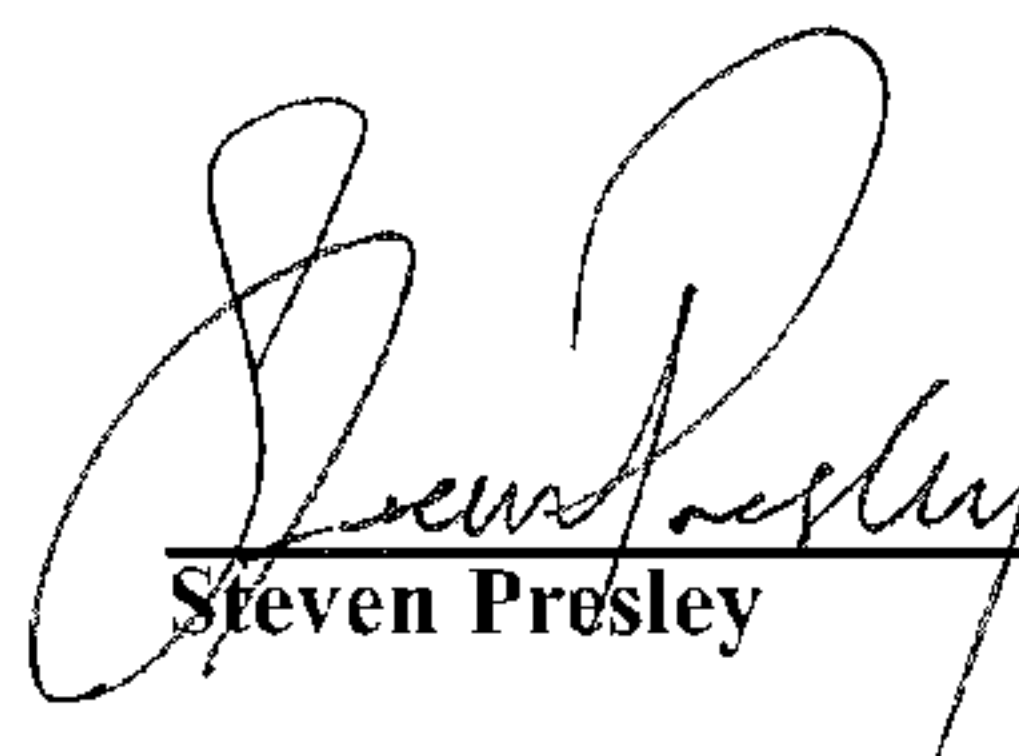
23. Acceleration; Remedies. Note Holder shall give notice to Borrower prior to acceleration following the occurrence of any Event of Default, (but not prior to acceleration on account of any of the events or circumstances set forth in (c)(i), (c)(ii), or (c)(iii) of Section 2 or Section 18(c), unless Applicable Law provides otherwise). The notice shall specify: (a) the Event(s) of Default; (b) the action required to cure the Event(s) of Default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the Event(s) of Default must be cured; and (d) that failure to cure the Event(s) of Default on or before the date specified in the notice may result in acceleration of the sums secured by this Second Security Instrument, foreclosure of this Second Security Instrument and sale of the Property as provided herein and/or Applicable Law. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of an Event(s) of Default or any other defense of Borrower to acceleration and sale. If the Event(s) of Default is not cured on or before the date specified in the notice, Note Holder at its option may require immediate payment in full of all sums secured by this Second Security Instrument (excluding any amounts which may have been earlier forgiven by Note Holder in writing in accordance with the terms of the Second Note) without further demand and may invoke the power of sale and foreclose this Second Security Instrument as provided herein and/or pursue any other remedies permitted by Applicable Law. Note Holder shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 23, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Note Holder invokes the power of sale, Note Holder shall give a copy of a notice to Borrower in the manner provided in Section 12. Note Holder shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in SHELBY County, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Note Holder shall deliver to the purchaser Note Holder's deed conveying the Property. Note Holder or its 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 Second Security Instrument; and (c) any excess to the person or persons legally entitled to it.

24. Jury Trial Waiver. Borrower waives any right to trial by a jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, in law or in equity, arising out of or in any way related to this Second Security Instrument or the Second Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Security Instrument and in any Rider executed by Borrower and recorded with it.

Borrower


Kiwauna Presley 2/14/25 *Seal*

Steven Presley 2/14/25 *Seal*



Acknowledgment

State of Alabama

County of SHELBY

I, April Clark hereby certify that
Kiwauna Presley, 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.

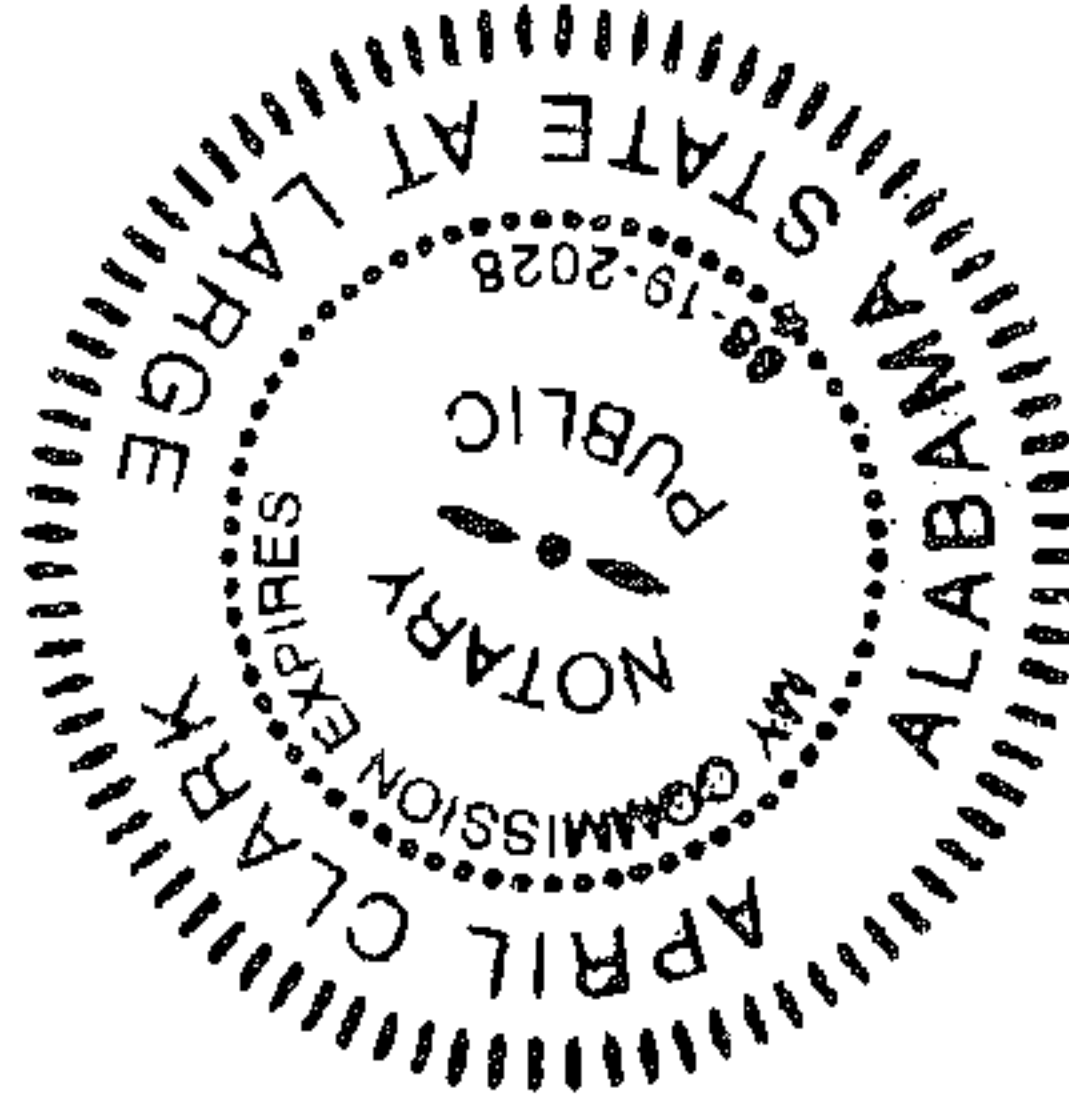
Given under my hand this 14th day of February, 2025.

April Clark
Notary Public

April Clark
Notary Public Name

This notarial act was completed:

- ☒ In Person
☐ In Person Electronic
☐ Remote Online Notarization



Acknowledgment

State of Alabama

County of SHELBY

I, April Clark hereby certify that
Steven Presley, 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.

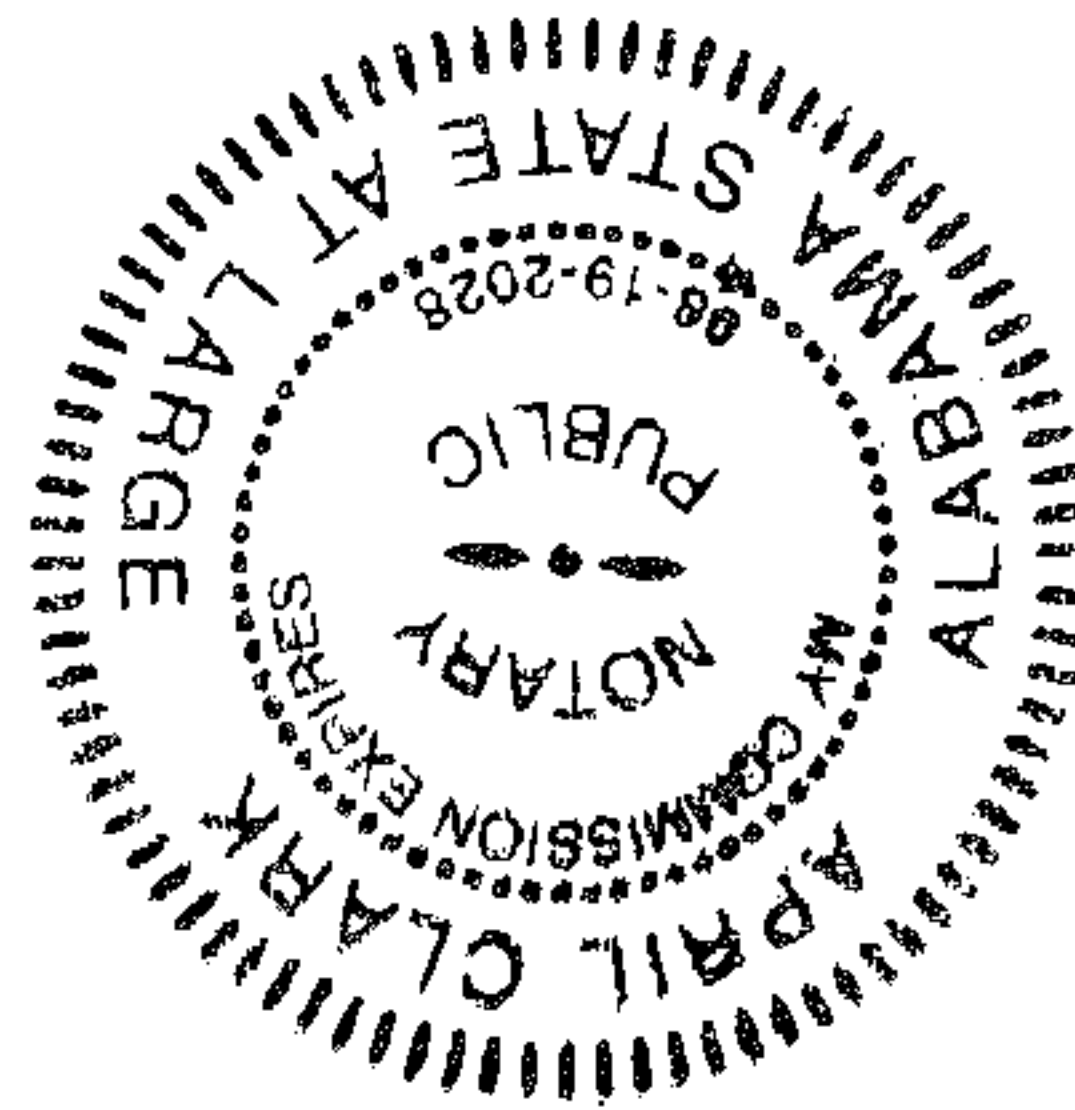
Given under my hand this 14th day of February, 2025.

April Clark
Notary Public

April Clark
Notary Public Name

This notarial act was completed:

- ☒ In Person
☐ In Person Electronic
☐ Remote Online Notarization



This Document Prepared By: Connie Allen
2001 Park Place North, Suite 650
Birmingham, AL 35203-



EXHIBIT "A"
LEGAL DESCRIPTION

Lot 197, according to the Final Plat of Camden Cove West, Sector 1, as recorded in Map Book 33, Page 143, in the Office of the Judge of Probate of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/17/2025 12:30:18 PM
\$66.55 PAYGE
20250217000046950

Allie S. Bayl