

After recording please return to:
loanDepot.com, LLC
ATTN: HELOC – DOC CONTROL
6531 Irvine Center Drive, Suite 100
Irvine, CA 92618

This instrument was prepared by:
loanDepot.com, LLC
6561 Irvine Center Drive
Irvine, CA 92618

[Space Above This Line For Recording Data]

PATTON
Loan #: 923684723
MIN: 101665532691740587
MERS Phone: 1-888-679-6377
PIN: 13 3 07 2 001 025.000

MORTGAGE
(Home Equity Line of Credit)

THIS MORTGAGE, dated March 20, 2025, is between DAVID W. PATTON AND WIFE, KARON D. PATTON, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP residing at 1147 MOUNTAINWOOD LN SE, BIRMINGHAM, AL 35244, who is the person or persons signing as "Mortgagor", whether one or more, below and hereinafter referred to as the Mortgagor under this Mortgage (the Mortgagor may also be referred to as "we" or "us") and "Mortgage Electronic Registration Systems, Inc. ("MERS"), which is a separate corporation acting solely as a nominee for loanDepot.com, LLC (hereinafter "Lender" or "you") and Lender's successors and assigns. **MERS is the "Mortgagee" under this mortgage.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

WHEREAS, Mortgagor has entered into a Home Equity Line of Credit Agreement and Disclosure Statement ("Agreement") of even date herewith, the terms and provisions of which are included herein by reference as though fully set out herein verbatim; that the Agreement is an open-end credit agreement under which Mortgagor may borrow, repay, and re-borrow from Mortgagee from time to time so long as the aggregate unpaid principal balance of such loans outstanding from time to time does not exceed the sum of \$50,000.00; and that the rate of interest ("Finance charge") payable on such loan made under the Agreement is a variable daily percentage rate and annual percentage which may change at any time as defined in the Agreement. If the total amount of indebtedness decreases to zero from time to time, this Mortgage will remain in effect until it is released or becomes void. The debt evidenced by the Agreement is due and payable in full on March 20, 2055 the "maturity date".

Now, THEREFORE, in consideration of the Agreement and in order to secure the payment of all loans now or hereafter made to or at the bequest of Mortgagor named above, or if more than one Mortgagor is named, all loans hereafter made to or at the request of any one or more of the Mortgagors, the payment of all

interest and costs, late charges and all other charges related to the Agreement, all of which sums are repayable according to the Agreement; and also to secure the performance of all of the promises and agreements made by us and each Mortgagor and Co-signer in the Agreement, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Agreement, and any amounts advanced by you under the terms, of the section of this Mortgage entitled "Our Authority To You", all of which loans under the Agreement may be made, repaid and re-made from time to time in accordance with the terms of the Agreement and subject to the Credit Limit set forth in the Agreement, and in consideration of the foregoing the undersigned Mortgagor (whether one or more) does/do hereby mortgage, assign, grant, bargain, sell and convey unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the real property set forth and further described as:

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN SHELBY COUNTY, ALABAMA TO WIT: PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 7; THENCE RUN WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 240.04 FEET; THENCE AN ANGLE LEFT OF 91 DEGREES 07 MINUTES 30 SECONDS AND RUN A DISTANCE OF 438.69 FEET TO THE POINT OF BEGINNING; THENCE IN THE SAME DIRECTION A DISTANCE OF 118.85 FEET; THENCE AN ANGLE RIGHT OF 29 DEGREES 45 MINUTES AND RUN 159.87 FEET; THENCE AN ANGLE RIGHT OF 110 DEGREES 38 MINUTES AND RUN 232.47 FEET; THENCE AN ANGLE RIGHT OF 67 DEGREES 33 MINUTES AND RUN 122.88 FEET; THENCE AN ANGLE RIGHT OF 72 DEGREES 04 MINUTES 27 SECONDS AND RUN 172.63 FEET TO THE PONT OF BEGINNING. THIS BEING THE SAME PROPERTY CONVEYED TO DAVID W. PATTON AND WIFE, KARON D. PATTON, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP, BY DEED FROM ROSE WILKERSON AND HUSBAND, TONY E. WILKERSON, DATED 01/13/2016 AND RECORDED ON 01/15/2016 IN INSTRUMENT NO. 20160115000016180, IN THE SHELBY COUNTY RECORDERS OFFICE. PARCEL NO. 13 3 07 2 001 025.000 (the "Premises" or "Property"), which has the address of 1147 MOUNTAINWOOD LN SE (Street), BIRMINGHAM (Municipality), SHELBY (County), AL (State) 35244 (Zip).

TO HAVE AND TO HOLD such Property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successor and assigns of MERS, forever, and all rights and interests which derive from Mortgagor's ownership, use or possession of the Property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or anywise made appurtenant hereafter, and the reversions and remainders with respect thereto. All of the foregoing is referred to in this Mortgage as the "Property" or "Premises". Mortgagor understands and agrees that MERS holds only legal title to the interests granted by Mortgagor in this Mortgage; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Mortgage.

RIDERS: The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|--|--|
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Planned Unit Development | <input type="checkbox"/> Other(s) (specify): | |
- Rider

OWNERSHIP: Mortgagor covenants that Mortgagor is the sole owner(s) of the Property and is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property to you (Mortgagee) and that the Property is unencumbered, except for encumbrances of record. Mortgagor warrants that it will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

MORTGAGOR'S IMPORTANT OBLIGATIONS:

(a) **PAYMENT OF ALL CHARGES REQUIRED TO BE PAID UNDER THE TERMS OF THE AGREEMENT AND THIS MORTGAGE:** We shall promptly pay to you when due all advances and charges to our Account plus interest (Finance Charges) and any other amounts due and required to be paid to you under the terms and provisions of the Agreement or under the Mortgage.

(b) **TAXES:** We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Agreement because we pay these taxes and charges. We will provide you with proof of payment upon request.

(c) **MAINTENANCE:** We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our 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.

(d) **INSURANCE:** We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Agreement.

(e) **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any mortgages that have priority to this Mortgage.

(f) **SECURITY INTEREST:** We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

(g) **OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this Mortgage, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Agreement, on which you will charge interest at the interest rate set forth in the Agreement. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Agreement. This Mortgage secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in the Mortgage. Any replacement insurance that you obtain to cover loss or damages to the

Premises may be limited to the amount owing on the Agreement plus the amount of any mortgages that have priority to this Mortgage.

(h) **HAZARDOUS SUBSTANCES:** We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. 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 jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(i) **SALE OF PREMISES:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent. If all or any part of the Premises or any interest in it is sold or transferred without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by you, as Mortgagee, if exercise is prohibited by applicable law as of the date of this Mortgage.

(j) **INSPECTION:** We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Agreement and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Agreement and this Mortgage without losing your rights in the Premises.

REMOVAL OF IMPROVEMENTS: We shall not demolish or remove any improvements from the Premises without your prior written consent. As a condition to the removal of any improvements, you may require us to make arrangements satisfactory to you to replace such improvements with improvements of at least equal value.

COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS: We shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Premises. We may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as we have notified you in writing prior to doing so and so long as, in your sole opinion, your interests in the Premises are not jeopardized. You may require us to post adequate security or a surety bond, reasonably satisfactory to you, to protect your interest.

DUTY TO PROTECT: We agree to neither abandon nor leave unattended the Premises. We shall do all other acts set forth above in this section, which from the character and use of the Premises are reasonably necessary to protect and preserve the Premises.

COMPLIANCE WITH LAWS: We warrant that the Premises and our use of the Premises complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

SURVIVAL OF PROMISES: All promises, agreements and statements we have made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as the Agreement is paid in full.

DEFAULT: Except as may be prohibited by applicable law, and subject to any notice required by applicable law, if we default on any term in the Agreement and/or of any term of this Mortgage, you may, in accordance with applicable law, pursue and enforce any rights you have under applicable law, including,

without limitation, the right to: (i) accelerate all amounts due under the Agreement; (ii) foreclose upon this Mortgage and sell the Premises, either in whole or in part or in separate parcels at different times, if necessary, until the indebtedness due under the Agreement is satisfied or the Premises is exhausted, whichever occurs first; (iii) enter on and take possession of the Premises; (iv) collect the rental payments, including over-due rental payments, directly from tenants, and you are appointed as our agent and attorney-in-fact to collect any such rents by any appropriate proceeding; (v) manage the Premises, including signing, canceling and changing leases; and (vi) seek appointment of a receiver for the Premises and we hereby appoint you as our attorney-in-fact with authority to consent for us to the appointment of a receiver. This means that, among other rights you may pursue and enforce, you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe under the Agreement and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. We agree that the interest rate set forth in the Agreement will continue before and after a default, entry of a judgment and foreclosure. Subject to applicable law, if you acquire the Premises at a forced sale following our default, our right to any insurance proceeds resulting from damage to the Premises prior to the acquisition shall pass to you to the extent of the sums secured by this Mortgage immediately prior to acquisition. In addition, subject to applicable law, you shall be entitled to collect all reasonable fees and costs actually incurred by you or your agents arising out of or related to this Mortgage or the Agreement, including, but not limited to, reasonable attorneys' fees and costs of foreclosure, property preservation, documentary evidence, abstracts and title reports.

A "Default" means: (i) the failure to pay any periodic payment or any other amount secured by this Mortgage on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Mortgage; (iii) any materially false, misleading, or inaccurate information or statement to Mortgagee provided by Mortgagor or any persons or entities acting at Mortgagor's direction or with Mortgagor's knowledge or consent, or failure to provide Mortgagee with material information in connection with Mortgagor's application for the loan; or (iv) any action or proceeding in connection with a total taking, destruction, or loss in value of the Property.

ACCELERATION; REMEDIES:

(a) Notice of Default. Lender will give a notice of Default to Mortgagor prior to acceleration following Mortgagor's Default, except that such notice of Default will not be sent when Lender exercises its right to accelerate the loan upon Mortgagor's sale or transfer of the Property unless applicable law provides otherwise. The notice will specify, in addition to any other information required by applicable law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by applicable law) from the date the notice is given to Mortgagor, by which the Default must be cured; (iv) 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 Mortgage and sale of the Property; (v) Mortgagor's right to reinstate after acceleration; and (vi) Mortgagor's right to bring a court action to deny the existence of a Default or to assert any other defense of Mortgagor to acceleration and sale.

(b) Acceleration; Power of Sale; Expenses. If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Mortgage without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this section, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Mortgage.

(c) Notice of Sale; Sale of Property. If Lender invokes the power of sale, Lender will give a copy of a notice to Mortgagor in accordance with applicable law. Lender will publish the notice of sale once a week for three consecutive weeks in a newspaper published in SHELBY County, Alabama, and will then sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender will deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. The proceeds of the sale will be applied in the following order: (i) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (ii) to all sums secured by this Mortgage; and (iii) any excess to the person or persons legally entitled to it.

(d) **Attorney's Fees and Costs of Collection.** If the Agreement or this Mortgage is considered a contract for a consumer credit transaction under applicable law, then the following provisions apply to any provision in the Agreement or this Mortgage that requires Mortgagor to pay attorney's fees incurred by Lender: (i) Mortgagor will only be required to pay reasonable attorney's fees of Lender if the attorney is not a salaried employee of Lender; (ii) prior to Default, Lender may require Mortgagor to pay Lender's reasonable attorney's fees in connection with the closing of, amendment to, or modification of the loan if the original amount of the Loan exceeds \$10,000; and (iii) after Default and referral of the Agreement or Mortgage to an attorney, Mortgagor will only be required to pay reasonable attorney's fees of Lender up to a maximum amount of 15 percent of the unpaid debt evidenced by the Agreement.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

RELEASE: This Mortgage shall continue in full force and effect until all of the indebtedness (including future advances) secured by this Mortgage shall have been paid in full, you shall have no further obligation to extend any credit to us under the Agreement, and you shall have executed and delivered to us a release or satisfaction of this Mortgage in recordable form, even though from time to time and for extended periods of time there may be no indebtedness owed to you under the Agreement described above and no other indebtedness hereby secured, it being the intention of the Mortgagor that this Mortgage and the title to the mortgaged Premises hereby conveyed to you shall remain in full force and effect and shall secure all indebtedness described above in this Mortgage whether now owed or hereafter incurred at any time prior to termination of this Mortgage by the means just described. You agree to execute and deliver to us a release or satisfaction of this Mortgage upon payment of all sums secured by this Mortgage, at any time there is no indebtedness secured by this Mortgage, and no obligation on Lender's part of you to extend any credit to us under the Agreement. We shall pay all costs of recordation associated with such release. Lender may charge Mortgagor a fee for releasing this Mortgage, 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.

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Agreement has been paid in full and your obligation to make further advances under the Agreement has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Agreement and this Mortgage, and provided any obligation to make further advances under the Agreement has terminated, this Mortgage and your rights in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at loanDepot.com, LLC, 6561 Irvine Center Drive, Irvine, CA 92618 or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

WAIVER OF HOMESTEAD EXEMPTION: We waive all rights of our Homestead Exemption in the Property and relinquish all rights of curtesy and dower in the Property.

INSURANCE NOTICE: This Mortgage requires Mortgagor to keep the Property insured against loss or damage in amounts and for the time period required by Lender. Mortgagor may obtain policies of insurance through an insurance carrier of Mortgagor's choice. Lender may, for reasonable cause, disapprove of the insurance provided by Mortgagor. If Mortgagor does not obtain any required insurance, or if Lender disapproves of such insurance, Lender may, but will have no obligation to, purchase insurance on the Property and charge the premium for such insurance to Mortgagor. This section is meant to provide Mortgagor with statutory notice under applicable law, and is in addition to, not in lieu of, the insurance requirements in this Mortgage.

GENERAL: You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

THIS MORTGAGE has been signed by each of us under seal on the date first above written.

 [Seal]
DAVID W PATTON

 [Seal]
KARON D PATTON

State of Alabama

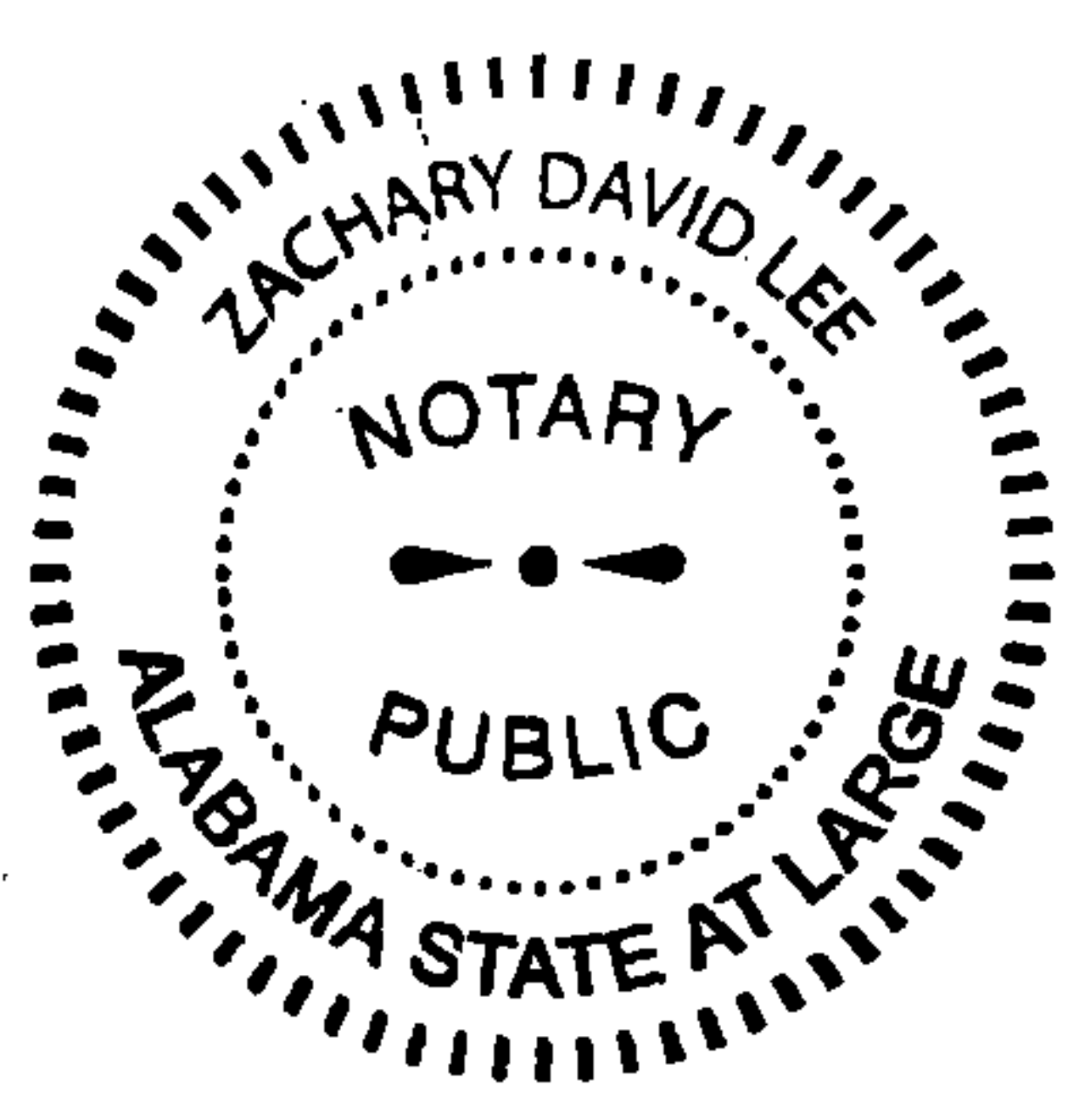
County of Shelby

I, ZACHARY DAVID LEE, Notary Public, hereby certify that DAVID W PATTON and KARON D PATTON, whose name(s) is/are signed to the foregoing Mortgage, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this 20th day of March, 2025.

[Signature]
Notary Public
ZACHARY DAVID LEE
Printed Name

(Seal)

My commission expires on: 2/26/29



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/26/2025 02:41:48 PM
\$118.00 JOANN
20250326000091520

Alicia S. Bayl

Loan Originator Daniel Alvarez NMLS ID 1931004
Lender loanDepot.com, LLC
NMLS ID 174457