

20250331000095360  
03/31/2025 03:19:18 PM  
MORT 1/13

When recorded, return to:  
Capital City Home Loans, LLC  
Attn: Final Document Department  
50 Chastain Center Blvd  
Kennesaw, GA 30144

This instrument was prepared by:  
Renee Bowman  
Capital City Home Loans, LLC  
50 Chastain Center Boulevard  
Kennesaw, GA 30144  
678-226-7542

LOAN #: 70154774

**MORTGAGE  
HOME EQUITY LINE OF CREDIT  
(Securing Future Advances)**

PEL-10138

MIN: 1005878-7000043117-6  
MERS PHONE #: 1-888-679-6377

**THIS MORTGAGE** is given on **March 31, 2025.** The mortgagor is **SUSAN MAZE REX AND GUY EDWARD REX AS TRUSTEES OF RED OAK TRUST DATED 02/24/2025.**

This Mortgage is given to "MERS". "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender 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. In this Mortgage, the terms "you," "your" and "yours" refer to the mortgagor(s). The terms "we," "us" and "our" refer to **Capital City Home Loans, LLC**

whose address is **50 Chastain Center Blvd, Kennesaw, GA 30144.** ("Lender"),

Pursuant to a Home Equity Line of Credit Agreement dated the same date as this Mortgage ("Agreement"), you may incur maximum unpaid loan indebtedness (exclusive of interest thereon) in amounts fluctuating from time to time up to the maximum principal sum outstanding at any time of **EIGHT HUNDRED SEVENTY FIVE THOUSAND AND NO/100\*\*\*\*\* Dollars (U.S. \$875,000.00** ). All amounts due under the Agreement must be paid in full not later than **April 1, 2050.**

You agree that this Mortgage shall continue to secure all sums now or hereafter advanced under the terms of the Agreement including, without limitation, such sums that are advanced by us whether or not at the time the sums are advanced there is any principal sum outstanding under the Agreement. The parties hereto intend that this Mortgage shall secure unpaid balances, and all other amounts due to us hereunder and under the Agreement.

This Mortgage secures to us: (a) the repayment of the debt evidenced by the Agreement, with interest, and all refinancings, renewals, extensions and modifications of the Agreement; (b) the payment of all other sums, with interest, advanced under this Mortgage to protect the security of this Mortgage; and (c) the performance of your covenants and agreements under this Mortgage and the Agreement. For this purpose, and in consideration of the debt, you irrevocably



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mortgage, grant and convey to MERS (solely as nominee for us and our successors and assigns) and to the successors and assigns of MERS, the following described property located in **Shelby** County, Alabama: **SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A"**.  
**APN #: 24-4-17-0-000-003.002**

which has the address of **1103 Red Oak Road, Helena, Alabama 35080-1113**

("Property Address");

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property." You understand and agree that MERS holds only legal title to the interests granted by you in this Mortgage, but, if necessary to comply with law or custom, MERS (as nominee for us and our 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 us including, but not limited to, releasing and canceling this Mortgage.

**YOU COVENANT** that you are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. You warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**YOU AND WE** covenant and agree as follows:

**1. Payment of Principal, Interest and Other Charges.** You shall pay when due the principal and interest owing under the Agreement and all other charges due hereunder and due under the Agreement.

**2. Application of Payments.** Unless applicable law provides otherwise, all payments received by us under the Agreement and Section 1 shall be applied by us as provided in the Agreement.

**3. Prior Mortgages; Charges; Liens.** You have disclosed to us and obtained our approval of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. You shall perform all of your obligations under any mortgage, deed of trust or other security instruments with a lien which has priority over this Mortgage, including your covenants to make payments when due. You shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Upon our request, you shall promptly furnish to us all notices of amounts to be paid under this paragraph and receipts evidencing any such payments you make directly. You shall promptly discharge any lien (other than a lien disclosed to us in your application or in any title report we obtained) which has priority over this Mortgage.

If applicable law authorizes us to do so, we specifically reserve to ourself and our successors and assigns the unilateral right, upon an event of default in payment of taxes, assessments or insurance on the Property, to require, upon notice, that you pay to us on the day monthly payments are due an amount equal to one-twelfth (1/12) of the yearly taxes, and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth (1/12) of yearly premium installments for hazard and mortgage insurance, all as we reasonably estimate initially and from time to time, as allowed by and in accordance with applicable law.

**4. Hazard Insurance.** You shall keep the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which we require insurance. This insurance shall be maintained in the amounts and for the periods that we require. You may choose any insurer reasonably acceptable to us. Insurance policies and renewals shall be acceptable to us and shall include a standard mortgagee clause. If we require, you shall promptly give us all receipts of paid premiums and renewal notices. If you fail to maintain coverage as required in this section, you authorize us to obtain such coverage as we in our sole discretion determine appropriate to protect our interest in the Property in accordance with the provisions in Section 6. You understand and agree that any coverage we purchase may cover only our interest in the Property and may not cover your interest in the Property or any personal property therein. You also understand and agree that the premium for any such insurance may be higher than the premium you would pay for such insurance. You shall promptly notify the insurer and us of any loss. We may make proof of loss if you do not promptly do so.

We may also, at our option and on your behalf, adjust and compromise any claims under the insurance, give releases or acquittances to the insurance company in connection with the settlement of any claim and collect and receive insurance proceeds. You appoint us as your attorney-in-fact to do all of the foregoing, which appointment you understand and





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agree is irrevocable, coupled with an interest with full power of substitution and shall not be affected by your subsequent disability or incompetence.

Insurance proceeds shall be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and our security would not be lessened. Otherwise, insurance proceeds shall be applied to sums secured by this Mortgage, whether or not then due, with any excess paid to you. If you abandon the Property, or do not answer within 30 days after we give notice to you that the insurer has offered to settle a claim, then we may collect and use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. Any application of proceeds to principal shall not require us to extend or postpone the due date of monthly payments or change the amount of monthly payments. If we acquire the Property at a forced sale following your default, your right to any insurance proceeds resulting from damage to the Property prior to the acquisition shall pass to us to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

You shall not permit any condition to exist on the Property which would, in any way, invalidate the insurance coverage on the Property.

**5. Preservation, Maintenance and Protection of the Property; Your Loan Application; Leaseholds.** You shall not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste. You shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in our good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or our security interest. You may cure such a default, as provided in Section 17, by causing the action or proceeding to be dismissed with a ruling that, in our good faith determination, precludes forfeiture of your interest in the Property or other material impairment of the lien created by this Mortgage or our security interest. You shall also be in default if you, during the loan application process, gave materially false or inaccurate information or statements to us (or failed to provide us with any material information) in connection with the loan evidenced by the Agreement, including, but not limited to, representations concerning your occupancy of the Property as a principal residence. If this Mortgage is on a leasehold, you shall comply with the lease. You shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. You shall not, without the express written consent of us, alter or amend the ground lease. If you acquire fee title to the Property, the leasehold and fee title shall not merge unless we agree to the merger in writing.

**6. Protection of Our Rights in the Property; Mortgage Insurance.** If you fail to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect our rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then we may do, and pay for, anything necessary to protect the Property's value and our rights in the Property. Our actions may include paying any sums secured by a lien which has priority over this Mortgage or over any advance under the Agreement or this Mortgage, appearing in court, paying reasonable attorney's fees, paying any sums which you are required to pay under this Mortgage and entering on the Property to make repairs. We do not have to take any action we are permitted to take under this Section; and amounts we pay under this Section shall become additional debts you owe us and shall be secured by this Mortgage. These amounts shall bear interest from the disbursement date at the rate established under the Agreement and shall be payable, with interest, upon our request. If we required mortgage insurance as a condition of making the loan secured by this Mortgage, you shall pay the premiums for such insurance until such time as the requirement for the insurance terminates.

**7. Inspection.** We may enter and inspect the Property at any reasonable time and upon reasonable notice.

**8. Condemnation.** The proceeds of any award 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 us. If the Property is abandoned, or if, after notice by us to you that the condemnor offers to make an award or settle a claim for damages, you fail to respond to us within 30 days after the date the notice is given, we are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due. Unless we and you otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments payable under the Agreement and Section 1 or change the amount of such payments.

**9. No Release Upon Extension or Modification.** Our granting of any extension of time for payment or our agreement to modify the terms of repayment of the obligations under the Agreement or the requirements in this Mortgage shall not operate to release you from your obligations or liability under the Agreement or this Mortgage.

**10. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Mortgage shall bind and benefit your successors and permitted assigns. Your covenants and agreements shall be joint and several. Anyone who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey such person's interest in the Property; (b) is not personally obligated to pay the Agreement, but is obligated to pay all other sums secured by this Mortgage; and (c) agrees that we and anyone else who signs this Mortgage may agree to extend, modify, forbear or make any accommodations regarding the terms of this Mortgage or the Agreement without such person's consent.

**11. Loan Charges.** If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from you which exceed permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.






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**12. Notices.** Unless otherwise required by law, any notice to you provided for in this Mortgage shall be delivered or mailed by first class mail to the Property Address or any other address you designate by notice to us, and any notice to us shall be delivered or mailed by first class mail to our address stated above or any other address we designate by notice to you.

**13. Governing Law; Severability.** The interpretation and enforcement of this Mortgage shall be governed by the law of the jurisdiction in which the Property is located, except as preempted by federal law. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Agreement are declared to be severable.

**14. Transfer of the Property.** If all or any part of the Property or any interest in it is sold or transferred without our prior written consent, we may, at our option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by us if exercise is prohibited by federal law as of the date of this Mortgage.

**15. Sale of Agreement; Change of Loan Servicer.** The Agreement or a partial interest in the Agreement (together with this Mortgage) may be sold one or more times without prior notice to you. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Agreement and this Mortgage. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Agreement. If there is a change of the Loan Servicer, you will be given written notice of the change as required by applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any information required by applicable law.

**16. Hazardous Substances.** You shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. You 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 Hazardous Substances in quantities that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. You shall promptly give us 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 you have actual knowledge. If you learn or are notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this Mortgage, "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 Mortgage, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**17. Acceleration; Remedies.** You will be in default if (1) any payment required by the Agreement or this Mortgage is not made when it is due; (2) we discover that you have committed fraud or made a material misrepresentation in connection with the Agreement; or (3) your action, or your failure to act, adversely affects our security for the Agreement or any right we have in the Property. If a default occurs, we will give you notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to you, 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 Mortgage and sale of the Property. The notice shall further inform you of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, we may, at our option, 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. We shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 17, including, but not limited to, reasonable attorneys' fees as permitted by applicable law.

If we invoke the power of sale, we shall give a copy of a notice to you in the manner provided in Section 12. We shall publish the notice of sale once a week for three consecutive weeks in a newspaper 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. We shall deliver to the purchaser our deed conveying the Property. We or our designee may purchase the Property at any sale. You covenant and agree 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 Mortgage; and (c) any excess to the person or persons legally entitled to it.

**18. Discontinuance of Enforcement.** Notwithstanding our acceleration of the sums secured by this Mortgage under the provisions of Section 17, we may, in our sole discretion and upon such conditions as we in our sole discretion determine, discontinue any proceedings begun to enforce the terms of this Mortgage.

**19. Release.** Upon your request and payment of all sums secured by this Mortgage, we shall release this Mortgage. You shall pay any recordation costs. We may charge you 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.

**20. Additional Charges.** You agree to pay reasonable charges as allowed by law in connection with the servicing of this loan including, without limitation, the costs of obtaining tax searches and subordinations, provided, however, that



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nothing contained in this section is intended to create and shall not be construed to create any duty or obligation by us to perform any such act, or to execute or consent to any such transaction or matter, except a release of the Mortgage upon full repayment of all sums secured thereby.

**21. Waiver.** You hereby waive all rights of homestead exemption in the Property and relinquish all rights of curtesy and dower in the Property.

**22. Riders to this Mortgage.** If one or more riders are executed by you and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were part of this Mortgage.

☐ Condominium Rider ☐ 1-4 Family Rider ☒ Planned Unit Development Rider

☒ Other(s) [specify]

Inter Vivos Trust Rider

BY SIGNING BELOW, You accept and agree to the terms and covenants contained in this Mortgage and in any rider(s) executed by you and recorded with it.

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

*Susan Maze REX* 3/31/25 (Seal)  
**SUSAN MAZE REX, AS TRUSTEE OF RED OAK TRUST UNDER TRUST** **DATE**  
**INSTRUMENT DATED 02/24/2025**

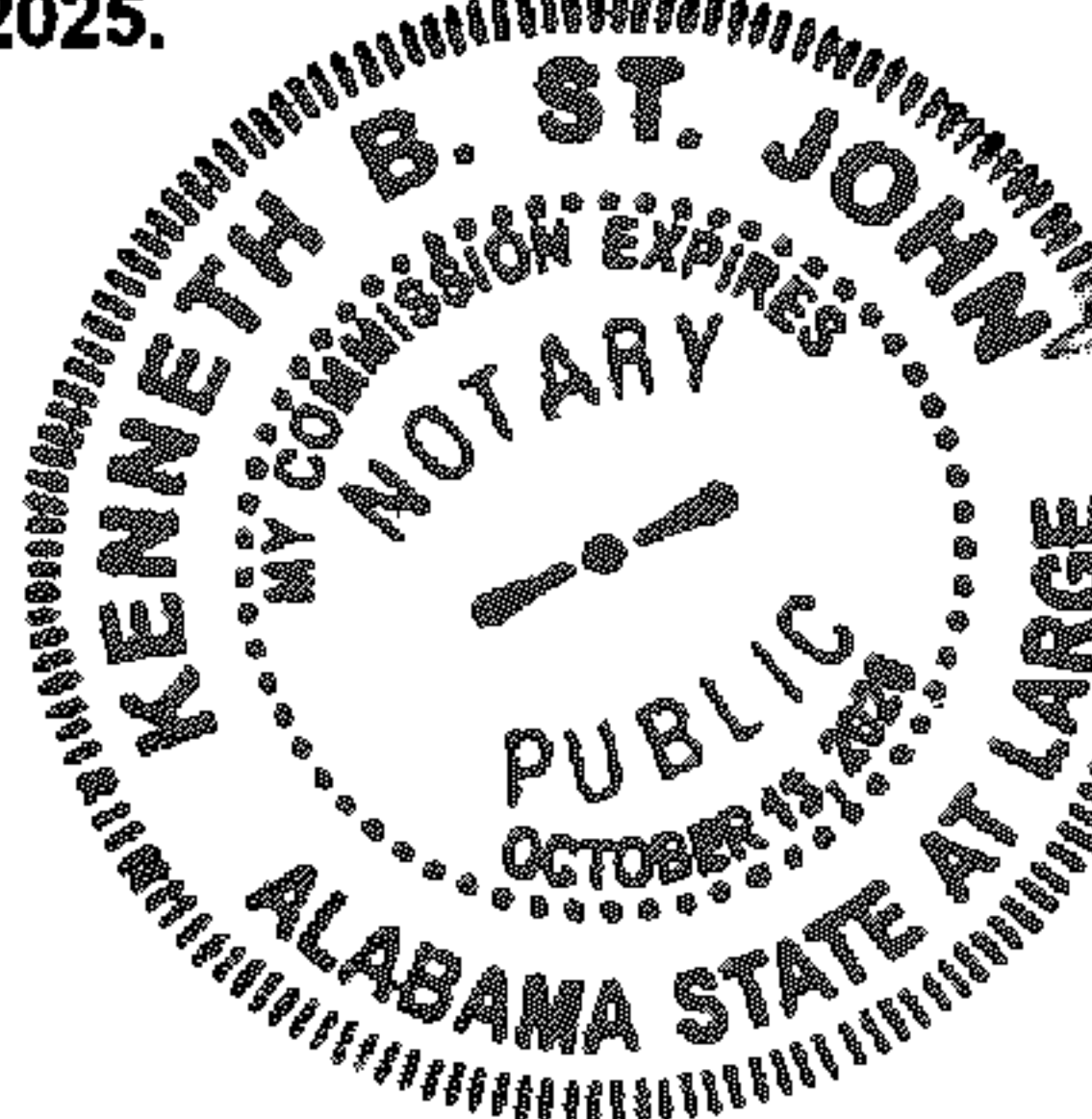
*Guy Edward REX* 3/31/25 (Seal)  
**GUY EDWARD REX, AS TRUSTEE OF RED OAK TRUST UNDER TRUST** **DATE**  
**INSTRUMENT DATED 02/24/2025**

BY SIGNING BELOW, the undersigned, Settlor(s) of RED OAK TRUST under trust instrument dated 02/24/2025, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

*Susan Maze REX* (SEAL) TRUST SETTLOR  
**SUSAN MAZE REX**

State of Alabama }  
 County of SHELBY }

I, *Kenneth B. St. John*, a Notary Public in and for said County in said State, hereby certify that **SUSAN MAZE REX, AS TRUSTEE AND AS TRUST SETTLOR OF RED OAK TRUST DATED 02/24/2025** and **GUY EDWARD REX, AS TRUSTEE OF RED OAK TRUST DATED 02/24/2025**, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they as TRUSTEE and TRUSTEE, respectively, and with full authority executed the same voluntarily for and as the act of RED OAK TRUST. Given under my hand this 31ST day of MARCH, 2025.



*[Signature]*  
 Notary Public  
 My commission expires: 10/13/2026





LOAN #: 70154774

Lender: Capital City Home Loans, LLC  
NMLS ID: 75615  
Loan Originator: Kathryn B Troxel  
NMLS ID: 795344

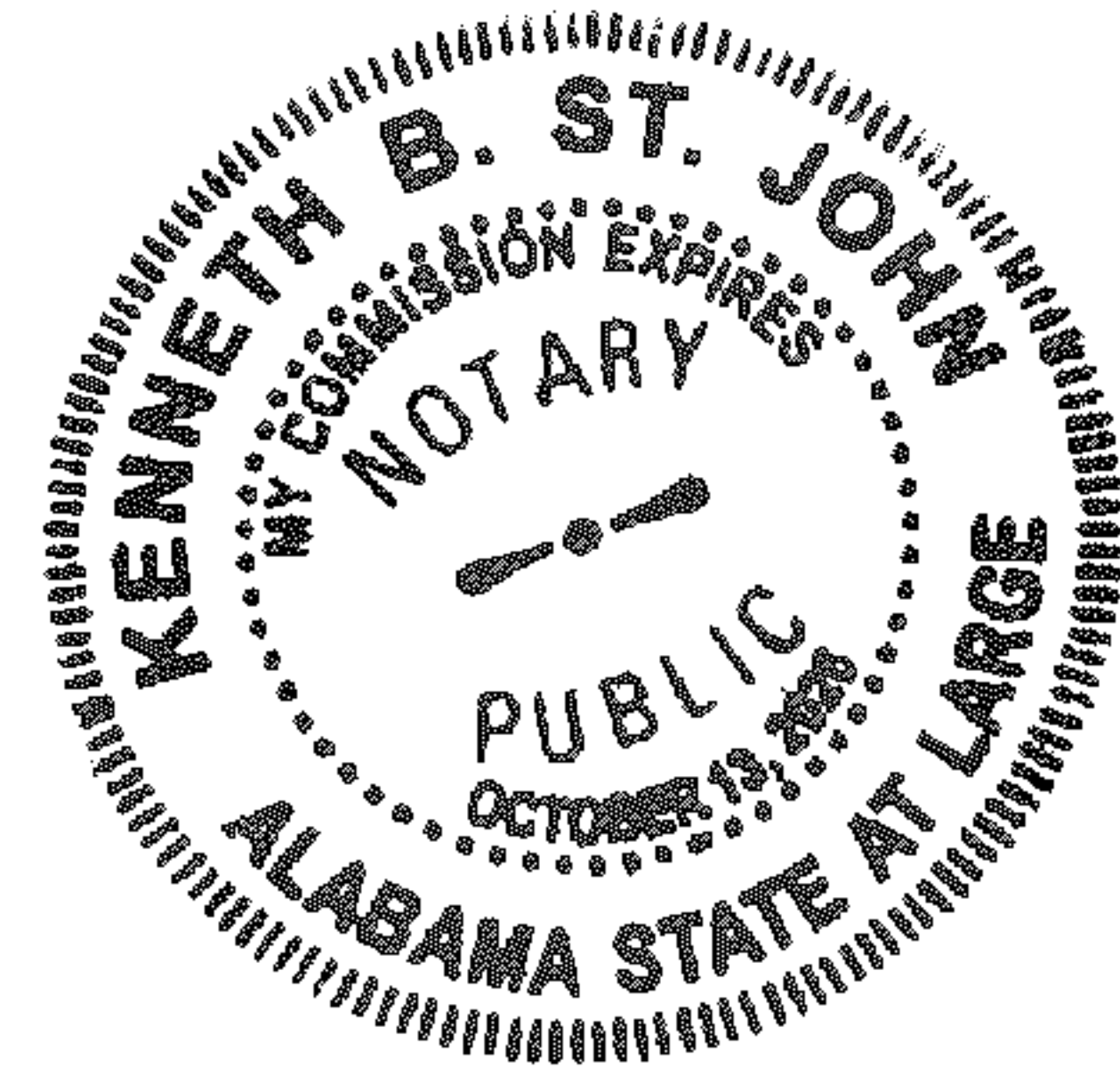


STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned Notary Public in and for said County and State, hereby certify that SUSAN MAZE REX, whose name as Trustee and as Trust Settlor of Red Oak Trust dated 02/24/2025, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such Trustee and Trust Settlor, and with full authority, executed the same voluntarily for and as the act of said trust on the day the same bears date.

Given under my hand and official seal this 31st day of March, 2025.

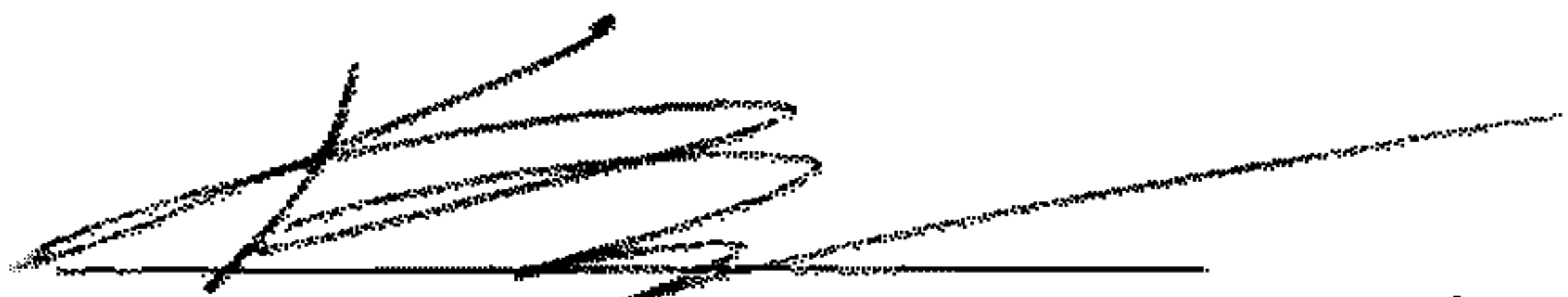
  
Notary Public : Kenneth B. St. John  
My Commission Expires: 10/13/2026

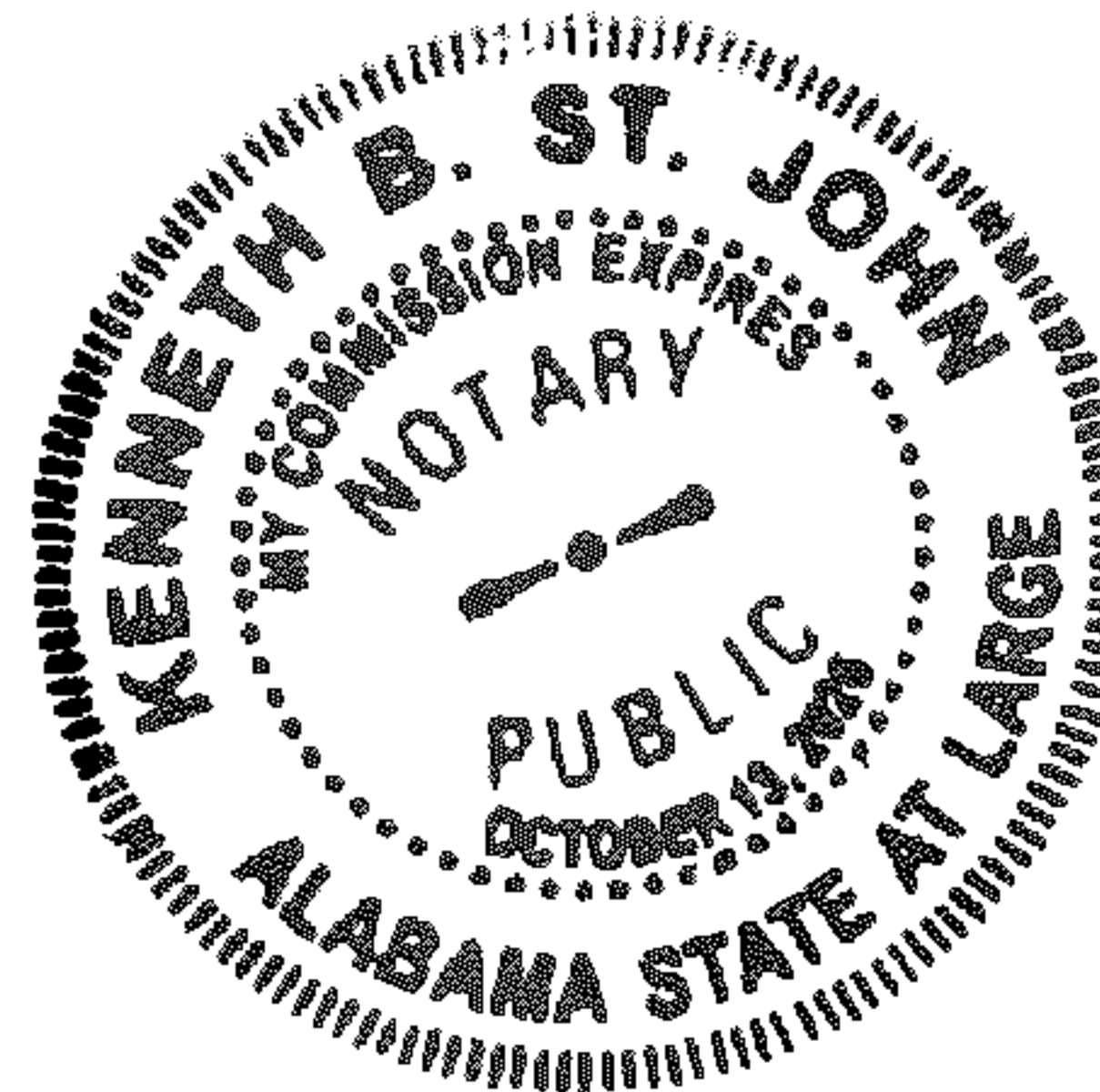


STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned Notary Public in and for said County and State, hereby certify that GUY EDWARD REX, whose name as Trustee of Red Oak Trust dated 02/24/2025, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Trustee, and with full authority, executed the same voluntarily for and as the act of said trust on the day the same bears date.

Given under my hand and official seal this 31st day of March, 2025.

  
Notary Public : Kenneth B. St. John  
My Commission Expires: 10/13/2026







LOAN #: 70154774

**PLANNED UNIT DEVELOPMENT RIDER**

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 31st day of March, 2025 and is incorporated into and shall be deemed to amend and supplement the HELOC Mortgage, HELOC Deed of Trust, Open-End Mortgage, Open-End Deed of Trust, HELOC Security Deed, Deed of Trust, Home Equity Deed of Trust, Credit Line Mortgage, Line of Credit Trust Deed, HELOC Open-End Mortgage, Credit Line Deed of Trust, Multiple Indebtedness Mortgage, Mortgage-Short-Term Mortgage Redemption, Mortgage-One Hundred Eighty Day Redemption Mortgage-Collateral Real Estate Mortgage (the "Security Instrument") of the same date, given by the undersigned to secure the undersigned's Agreement referred to in the Security Instrument.

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **COVENANTS, CONDITIONS AND RESTRICTIONS** (the "Declaration"). The Property is a part of a planned unit development known as **Red Oak Farms**

(the "PUD"). The Property also includes your interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of your interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, you and we further covenant and agree as follows:

**A. PUD Obligations.** You shall perform all of your obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. You shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to us and which provides insurance coverage in the amounts (including deductible levels), for the periods, and 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 we require insurance, then: (i) we waive the provision in Section 3 for the periodic payment to us of the yearly premium installments for hazard insurance on the Property; and (ii) your obligation under Section 4 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What we require as a condition of this waiver can change during the term of the loan.

You shall give us prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to you are hereby assigned and shall be paid to us. We shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to you.

**C. Public Liability Insurance.** You shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to us.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to you in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to us. Such proceeds shall be applied by us to the sums secured by the Security Instrument as provided in Section 8.

**E. Our Prior Consent.** You shall not, except after notice to us and with our prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of us; (iii) termination of professional management and





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assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to us.

**F. Remedies.** If you do not pay PUD dues and assessments when due, then we may pay them. Any amounts disbursed by us under this paragraph F shall become additional debt secured by the Security Instrument. Unless you and we agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate of interest specified in the Agreement and shall be payable, with interest, upon notice from us to you requesting payment.

BY SIGNING BELOW, you accept and agree to the terms and covenants contained in this PUD Rider.

*Susan Maze REX* 3/31/25 (Seal)  
 SUSAN MAZE REX, AS TRUSTEE OF RED OAK TRUST UNDER TRUST DATE  
 INSTRUMENT DATED 02/24/2025

*Guy Edward REX* 3/31/25 (Seal)  
 GUY EDWARD REX, AS TRUSTEE OF RED OAK TRUST UNDER TRUST DATE  
 INSTRUMENT DATED 02/24/2025

BY SIGNING BELOW, the undersigned, Settlor(s) of RED OAK TRUST under trust instrument dated 02/24/2025, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

*Susan Maze REX* (SEAL) TRUST SETTLOR  
 SUSAN MAZE REX



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## INTER VIVOS REVOCABLE TRUST RIDER

### DEFINITIONS USED IN THIS RIDER

(A) "Revocable Trust" means **RED OAK TRUST**

created under trust instrument dated **February 24, 2025**

(B) "Revocable Trust Trustee(s)" means **Susan Maze Rex AND Guy Edward Rex**

trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)" means **Susan Maze Rex AND Guy Edward Rex**

settlor(s) of the Revocable Trust.

(D) "Lender" means **Capital City Home Loans, LLC**

(E) "Security Instrument" means the Deed of Trust, Mortgage, or Security Deed, and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date and covering the Property (as defined below).

(F) "Property" means the property described in the Security Instrument and located at: **1103 Red Oak Road  
Helena, AL 35080-1113**

**THIS INTER VIVOS REVOCABLE TRUST RIDER** is made this **31st** day of **March, 2025** and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

#### **A. ADDITIONAL BORROWER(S)**

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Revocable Trust, jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.





LOAN #: 70154774

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.

*Susan Maze Rex* 3/31/25 (Seal)  
SUSAN MAZE REX, AS TRUSTEE OF RED OAK TRUST UNDER TRUST DATE  
INSTRUMENT DATED 02/24/2025

*Guy Edward Rex* 3/31/25 (Seal)  
GUY EDWARD REX, AS TRUSTEE OF RED OAK TRUST UNDER TRUST DATE  
INSTRUMENT DATED 02/24/2025

BY SIGNING BELOW, the undersigned, Settlor(s) of RED OAK TRUST under trust instrument dated 02/24/2025, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

*Susan Maze Rex* (SEAL) TRUST SETTLOR  
SUSAN MAZE REX



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Lot 6, according to the Amended Map of Red Oak Farms, as recorded in Map Book 47, page 32, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with and subject to a 60 foot ingress, egress, and utility easement situated in the Sections 7, 8, and 17, Township 21 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 3" capped pipe at the NE corner of the SE 1/4 of the SE 1/4 of Section 7, Township 21 South, Range 4 West, Shelby County, Alabama; thence North 89°49'18" West along the North line of said 1/4-1/4 section a distance of 1326.48 feet to a rebar capped EDG on the Southeastern right-of-way of Shelby County Hwy 13; thence South 49°05'12" West leaving said 1/4-1/4 line and along said right-of-way a distance of 63.73 feet to a rebar capped EDG at the point of curve to the right having a central angle of 20°11'35" and a radius of 1949.90 feet, said curve subtended by a chord bearing South 59°11'00" West and a chord distance of 683.66 feet; thence along the arc of said curve and along said right-of-way a distance of 687.21 feet to the POINT OF BEGINNING of the centerline of a 60 foot ingress, egress and utility easement lying 30 feet to either side of and parallel to described centerline; thence South 34°26'19" East leaving said right-of-way and along said centerline a distance of 72.03 feet to a point of curve to the left with a central angle of 99°07'22" with a radius of 200.00 feet with a chord bearing of South 84°00'00" East and a chord length of 304.44 feet; thence along the arc of said curve and along said centerline a distance of 346.00 feet to a point; thence North 46°26'19" East along said centerline a distance of 404.86 feet to a point of curve to the right with a central angle of 16°49'21" with a radius of 200.00 feet with a chord bearing of North 54°51'00" East and a chord length of 58.51 feet; thence along the arc of said curve and along said centerline a distance of 58.72 feet to a point; thence North 63°15'40" East along said centerline a distance of 240.09 feet to a point of curve to the right with a central angle of 26°55'02" with a radius of 200.00 feet, with a chord bearing of North 76°43'11" East and a chord length of 93.10 feet; thence along the arc of said curve and along said centerline a distance of 93.96 feet to a point; thence South 89°49'18" East along said centerline a distance of 679.69 feet to a point of curve to the right with a central angle of 56°44'44" with a radius of 200.00 feet, with a chord bearing of South 61°26'56" East and a chord length of 190.08 feet; thence along the arc of said curve and along said centerline a distance of 198.08 feet to a point; thence South 33°04'34" East along said centerline a distance of 89.48 feet to a point of curve to the left with a central angle of 34°11'09" with a radius of 200.00 feet, with a chord bearing of South 50°10'09" East and a chord length of 117.57 feet; thence along the arc of said curve and along said centerline a distance of 119.33 feet to a point; thence South 67°15'44" East along said centerline a distance of 353.85 feet to a point; thence South 38°39'17" East along said centerline a distance of 386.10 feet to a point; thence South 49°11'26" East along said centerline a distance of 197.91 feet to a point; thence South 26°25'24" East along said centerline a distance of 231.58 feet to a point; thence South 14°00'27" East along said centerline a distance of 168.32 feet to a point; thence South 42°32'40" East along said centerline a distance of 86.12 feet to a point; thence South 21°06'00" East along said





centerline a distance of 74.41 feet to a point; thence South 00°32'01" East along said centerline a distance of 112.93 feet to a point; thence South 15°08'53" West along said centerline a distance of 98.02 feet to a point; thence South 02°12'03" West along said centerline a distance of 62.21 feet to a point; thence South 32°40'32" West along said centerline a distance of 45.38 feet to a point; thence South 41°19'12" West along said centerline a distance of 333.64 feet to a point; thence South 36°18'29" West along said centerline a distance of 235.86 feet to a point; thence South 52°40'41" West along said centerline a distance of 68.81 feet to a point; thence South 75°26'41" West along said centerline a distance of 217.79 feet to a point; thence South 48°18'20" West along said centerline a distance of 210.20 feet to a point; thence South 13°05'06" West along said centerline a distance of 267.92 feet to a point; thence South 00°36'20" East along said centerline a distance of 600.73 feet to a point; thence South 18°28'36" East along said centerline a distance of 19.49 feet to a point; thence South 27°32'20" East along said centerline a distance of 235.38 feet to a point; thence South 49°52'03" East along said centerline a distance of 83.57 feet to a point; thence South 89°50'10" East along said centerline a distance of 55.58 feet to a point; thence North 73°41'56" East along said centerline a distance of 91.35 feet to a point; thence South 78°59'05" East along said centerline a distance of 169.92 feet to a point; thence North 86°25'03" East along said centerline a distance of 64.66 feet to a point; thence North 54°02'03" East along said centerline a distance of 181.13 feet to a point; thence North 72°06'12" East along said centerline a distance of 48.54 feet to a point; thence South 75°40'12" East along said centerline a distance of 66.81 feet to a point; thence South 61°57'49" East along said centerline a distance of 141.79 feet to a point; thence South 43°08'32" East along said centerline a distance of 34.05 feet to a point; thence South 17°03'39" East along said centerline a distance of 235.95 feet to a point; thence South 04°01'11" West along said centerline a distance of 69.96 feet to a point; thence South 30°34'19" West along said centerline a distance of 224.36 feet to a point; thence South 07°17'33" West along said centerline a distance of 153.86 feet to a point; thence South 04°56'34" East along said centerline a distance of 50.05 feet to a point; thence South 25°11'24" East along said centerline a distance of 92.74 feet to a point; thence South 07°53'09" East along said centerline a distance of 78.95 feet to a point; thence South 19°40'16" East along said centerline a distance of 64.73 feet to a point; thence South 37°51'17" East along said centerline a distance of 88.17 feet to a point; thence South 75°33'19" East along said centerline a distance of 80.94 feet to a point; thence South 56°04'47" East along said centerline a distance of 36.48 feet to a point; thence South 45°47'55" East along said centerline a distance of 118.44 feet to a point; thence South 44°58'38" East along said centerline a distance of 68.22 feet to a point; thence South 26°14'52" East along said centerline a distance of 131.22 feet to a point; thence South 40°56'32" East along said centerline a distance of 205.11 feet to a point; thence South 43°22'40" East along said centerline a distance of 80.96 feet to a point; thence South 25°14'57" East along said centerline a distance of 190.06 feet to a point; thence South 51°31'41" East along said centerline a distance of 148.58 feet to a point; thence South 47°01'18" East along said centerline a distance of 60.98 feet to the END of said centerline.

**THIS IS A PURCHASE MONEY MORTGAGE.**

**Susan Maze Rex is one and the same person as Susan Rex, Susan Elizabeth Maze, and Susan Maze.**



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
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*Allen S. Bayl*