

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

Mortgage

With Future Advance Clause

The date of this Mortgage ("*Security Instrument*") is May 8, 2025.

Mortgagor

CANDACE F STRICKLAND
Spouse of JONATHAN A STRICKLAND
JONATHAN A STRICKLAND
Spouse of CANDACE F STRICKLAND
5144 STONEHAVEN DR
BIRMINGHAM, AL 35244-1991

Lender

Cadence Bank
Organized and existing under the laws of the state of
Mississippi
500 Corporate Pkwy
ATTN: Teammate Banking
Hoover, AL 35242

1. Conveyance. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, sells and mortgages to Lender, with power of sale, the following described property:

See Exhibit A

The property is located in JEFFERSON County at 5144 STONEHAVEN DR, BIRMINGHAM, Alabama 35244-1991.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "*Property*"). When the Secured Debt (hereafter defined) is paid in full and all underlying agreements have been terminated, this Mortgage will become null and void.

2. Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time shall not exceed \$133,691.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

3. Secured Debt. The term "*Secured Debt*" is defined as follows:

(A) Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, refinancings, modifications or substitutions.

The credit agreement signed by JONATHAN A STRICKLAND and CANDACE F STRICKLAND (the "*Borrower*") and dated the same date as this Security Instrument (the "*Note*"). Under the Note, the Lender agrees, subject to certain terms, conditions and limitations, to make advances to the Borrower in a principal amount outstanding not to exceed One hundred thirty three thousand six hundred ninety-one and 00/100 Dollars (U.S. \$133,691.00). Borrower has promised to pay this debt with interest in regular periodic payments and to pay the debt in full not later than May 26, 2050.



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Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause". Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt existing immediately before the acquisition.

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

6. Warranty of Title. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage, with power of sale, the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. Due on Sale. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

8. Warranties and Representations. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

9. Default. Mortgagor will be in default if any of the following occur:

Fraud. Any Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction by Borrower or Mortgagor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

10. Remedies on Default. In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete

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18. Line of Credit. The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until the Secured Debt is paid in full and all underlying agreements have been terminated in writing by Lender.

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

20. Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.

[Check all applicable boxes]

Assignment of Leases and Rents Other: _____

21. Additional Terms. Mortgagor and Lender covenant and agree that (i) if Mortgagor has not obtained sufficient flood insurance pursuant to the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973, as amended, and the regulations issued thereunder (collectively, the "FDPA"), to cover the personal property, contents, or belongings (herein, the "Contents") at, on, or within any real estate, buildings, or structures located on or at the Property (herein, the "Securing Real Estate"), and (ii) the Property becomes at any time located in an area designated as a special flood hazard area by the Administrator of the Federal Emergency Management Agency for which flood insurance is available (an "SFHA"), then, effective immediately upon the date the Property becomes located in an SFHA (the "Contents SFHA Date"), notwithstanding any language to the contrary in this Security Instrument or the Note, Lender releases and disclaims in full as collateral or security for the Secured Debt the Contents that are (i) secured by this Security Instrument, (ii) at, on, or within the Securing Real Estate, and (iii) not covered by sufficient flood insurance pursuant to the FDPA, so that as of the Contents SFHA Date, Lender shall not retain any security interest for the Secured Debt in the Contents pursuant to this Security Instrument or the Note unless the Contents are covered by sufficient flood insurance pursuant to the FDPA. Mortgagor and Lender further covenant and agree that if (a) any prior, current, or future loans or debts between Mortgagor and Lender, other than the Note, are secured by real property, other than the Property ("Other Debts"), (b) are cross-collateralized and secured through this Security Instrument, and (c) such real property securing an Other Debt is located in an SFHA (herein, the "Cross-Collateralized Real Property"), then, effective immediately upon such Cross-Collateralized Real Property becoming located in an SFHA (the "Cross-Collateralization SFHA Date"), notwithstanding any language to the contrary in this Security Instrument or the Note, Lender releases and disclaims in full that portion of its security interest secured by this Security Instrument that is comprised of Cross-Collateralized Real Property, so that as of the Cross-Collateralization SFHA Date, Lender shall not retain any security interest pursuant to this Security Instrument that is comprised of Cross-Collateralized Real Property. Beyond the changes to the scope of Lender's security interest rendered by these Additional Terms that become effective on the Contents SFHA Date and/or the Cross-Collateralization SFHA Date, no other aspect of Lender's collateral or security interest for the Secured Debt, as established by this Security Instrument or the Note, is modified by these Additional Terms. These Additional Terms do not affect, to any extent, the scope of the collateral or security interest securing the Secured Debt, other than the changes set forth in these Additional Terms. To the extent that the scope of Lender's security interest for the Secured Debt, as modified by these Additional Terms, does not align with the scope of the security interest as defined by any other provision of this Security Instrument or the Note, Mortgagor and Lender agree that these Additional Terms shall control for all purposes regarding any conflicts related to the nature of the scope of Lender's security interest taken for the Secured Debt. Except as modified by these Additional Terms, nothing shall otherwise impair, alter or diminish the effect, lien or encumbrance of this Security Instrument or the Note, or any of the rights and remedies of the holder thereof.


Signatures

By signing under seal below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated in this Security Instrument.

Signed, sealed and delivered:

Mortgagor


CANDACE F STRICKLAND 5/8/25 Seal


JONATHAN A STRICKLAND 5/8/25 Seal

Acknowledgment

State of Alabama

County of SHELBY

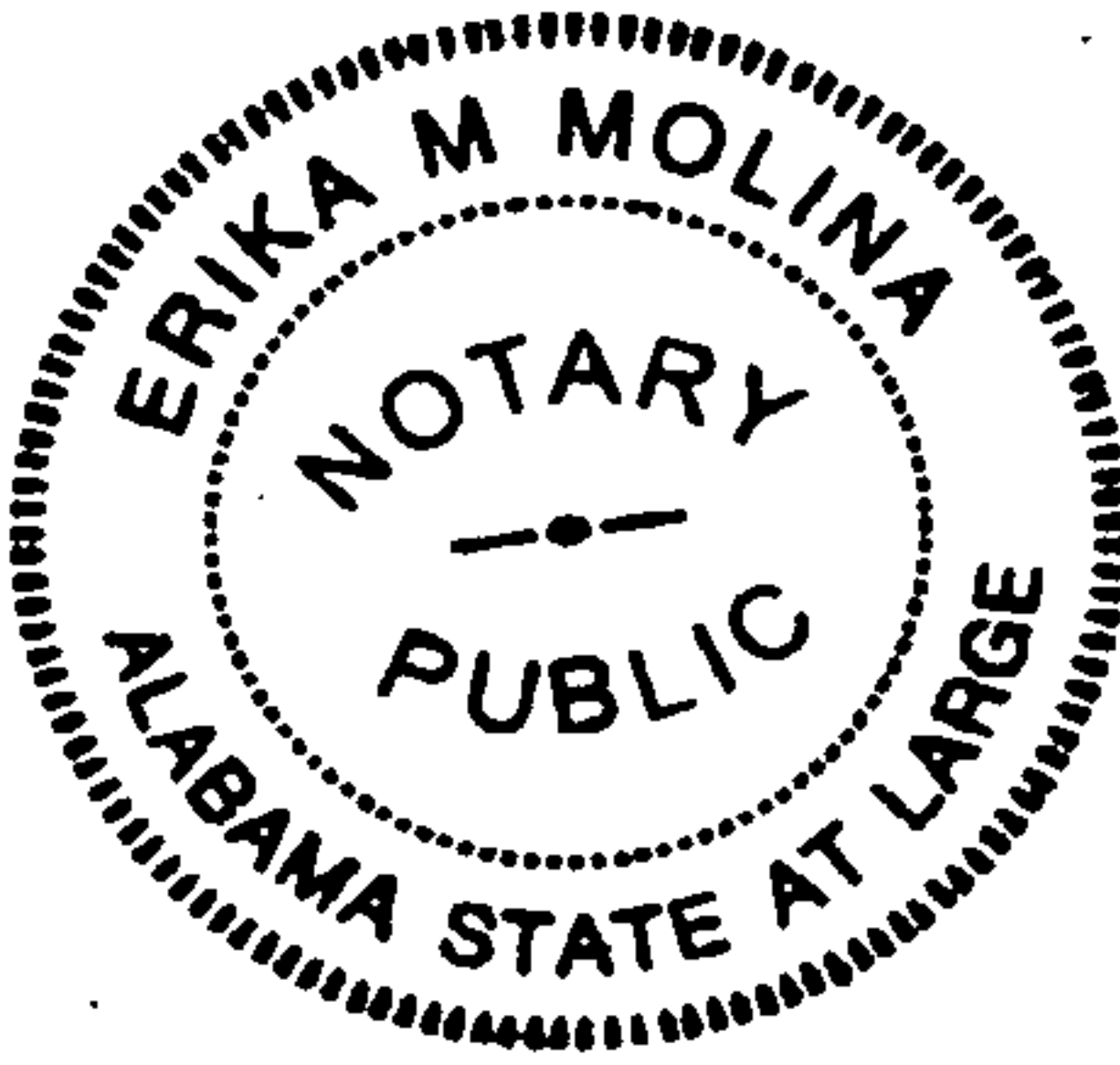
I, Erika Molina hereby certify that
CANDACE F STRICKLAND

_____, 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 8th day of May, 2025.

E Molina
Notary Public

Erika Molina
Notary Public Name



This notarial act was completed:

- In Person
- In Person Electronic
- Remote Online Notarization

Acknowledgment

State of Alabama

County of SHELBY

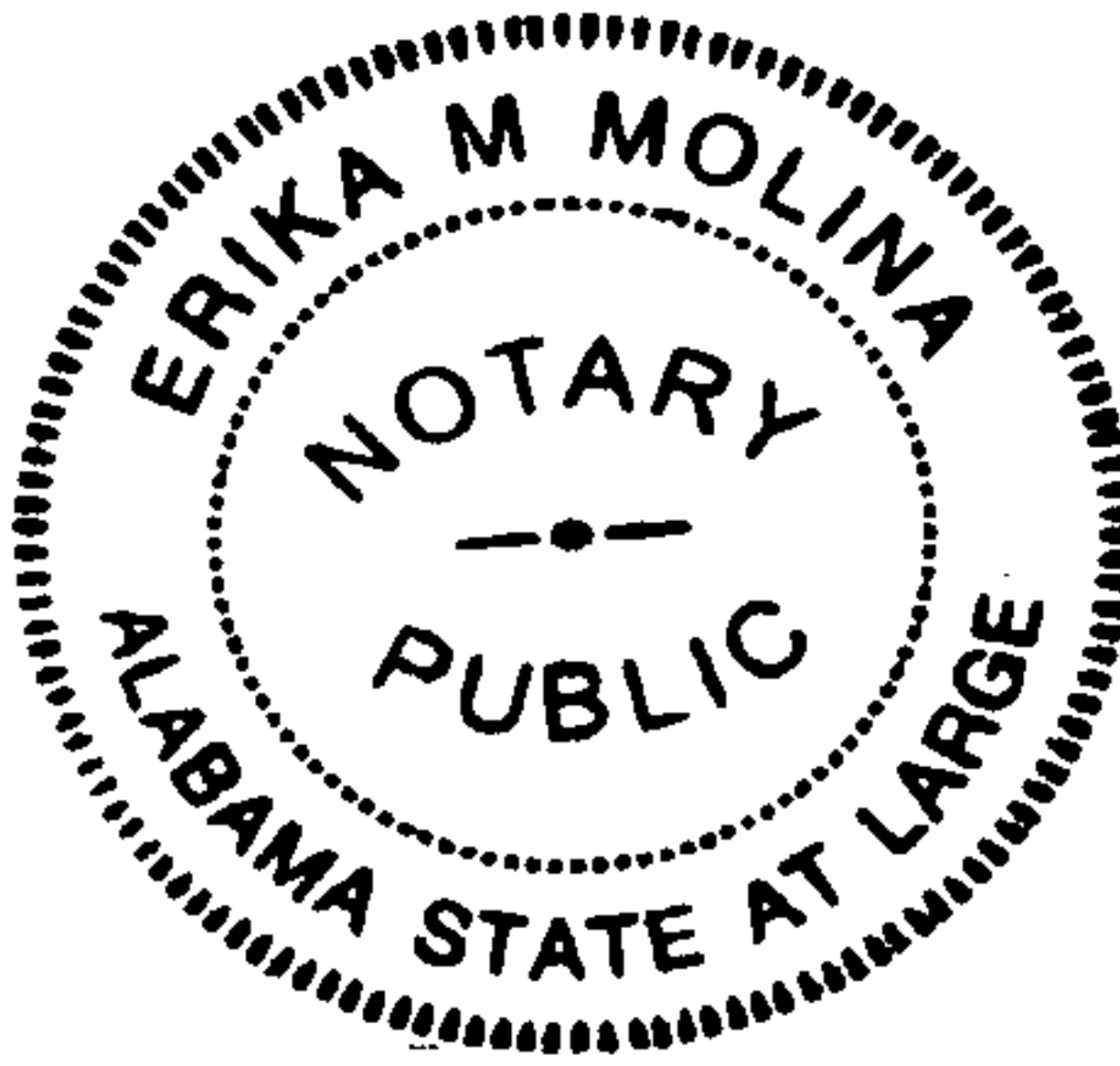
I, Erika Molina hereby certify that
JONATHAN A STRICKLAND

_____, 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 8th day of May, 2025.

E Molina
Notary Public

Erika Molina
Notary Public Name



This notarial act was completed:

- In Person
- In Person Electronic
- Remote Online Notarization

This Document Prepared By: Erika Molina

2778 West Jackson Street

P.O. Box 4360

Tupelo, MS 38803-4360

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY,
ALABAMA.

LOT 11, ACCORDING TO THE SURVEY OF VALLEY BROOK PHASE III, AS RECORDED
IN MAP BOOK 13, PAGE 101. IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA

PARCEL ID(S): 10-5-21-0-002-003.011

BEING PREVIOUSLY CONVEYED BY WARRANTY DEED FROM JOHN E. LOSSING
AND WIFE, BETH A. LOSSING TO JONATHAN A. STRICKLAND AND CANDACE F.
STRICKLAND, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, DATED
06/27/2014, AND RECORDED ON 07/22/2014 AT DOCUMENT REFERENCE
20140722000225170 IN SHELBY COUNTY, ALABAMA.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/17/2025 08:37:18 AM
\$240.55 JOANN
20251117000350530

Allie S. Bayl