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**THIS INSTRUMENT PREPARED BY:**

Marion Community Bank  
Cathy Smith  
Mortgage Loan Originator  
2400 Hwy 80 W, Selma, AL 36701

**AFTER RECORDING RETURN TO:**

Marion Community Bank  
Loan Operation  
601 Washington Street, MARION, AL 36756

(Space Above This Line For Recording Data)

LOAN ORIGINATOR COMPANY NAME: Marion Community Bank  
NMLS COMPANY IDENTIFIER: 433895  
LOAN ORIGINATOR NAME: Wayne Middlebrooks  
NMLS ORIGINATOR IDENTIFIER: 445333

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

THIS MORTGAGE ("Security Instrument") is made on February 6, 2026. The mortgagor is DONNA CARTER DEPEW, whose address is 3274 COUNTY ROAD 81, VALLEY GRANDE, Alabama 36703-9148, Donna Carter DePew, a Single Woman ("Mortgagor"). Mortgagor is not necessarily the same as the Person or Persons who sign the Home Equity Line of Credit ("Agreement"). This Security Instrument is given to Marion Community Bank, which is organized and existing under the laws of the State of Alabama and whose address is 2400 Hwy 80 W, Selma, Alabama 36701 ("Lender"). DONNA CARTER DEPEW ("Borrower") has entered into an Agreement with Lender as of February 6, 2026, under the terms of which Borrower may, from time to time, obtain advances not to exceed, at any time, a **\*\*\*MAXIMUM PRINCIPAL AMOUNT (EXCLUDING PROTECTIVE ADVANCES)\*\*\*** of Seventy-five Thousand and 00/100 Dollars (U.S. \$75,000.00) ("Credit Limit"). Any party interested in the details related to Lender's continuing obligation to make advances to Borrower is advised to consult directly with Lender. This Security Instrument secures to Lender: (a) the repayment of the debt under the Agreement, with interest, including future advances, and all renewals, extensions and modifications of the Agreement; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument under the provisions of the section titled **PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY**; and (c) the performance of the covenants and agreements under this Security Instrument and the Agreement. For this purpose, Mortgagor, in consideration of the debt, does hereby mortgage, grant and convey to Lender, with power of sale, all of Mortgagor's right, title, and interest in and to the following described property located in the County of DALLAS, State of Alabama:

Address: 3274 COUNTY ROAD 81, VALLEY GRANDE, Alabama 36703-9148

Legal Description: SEE EXHIBIT "A"

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

MORTGAGOR COVENANTS that Mortgagor is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Mortgagor and Lender covenant and agree as follows:

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

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

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

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

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

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

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

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

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



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with all the provisions of the lease. If Mortgagor acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**DEFAULT.** Mortgagor will be in default under this Security Instrument if any of the following occur:

**Nonpayment.** The failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due.

**Noncompliance with Agreement.** A breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument.

**False Statements.** Any materially false, misleading, or inaccurate information or statement to Lender provided by Mortgagor or any persons or entities acting at Mortgagor's direction or with Mortgagor's knowledge or consent, or failure to provide Lender with material information in connection with the Loan.

**Judgments.** Any action or proceeding begins, whether civil or criminal, that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument.

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

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

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

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

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

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

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



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

**LOAN CHARGES.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Agreement.

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

**TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN MORTGAGOR.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than the minimum number of days established by Applicable Law from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Mortgagor.

**HAZARDOUS SUBSTANCES.** Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the State of Alabama that relate to health, safety or environmental protection.

**REMEDIES.** After a default under this Security Instrument, Lender may do any one or more of the following, without notice, except to the extent prohibited by law.

**Notice of Default.** Lender shall give notice to such parties as required by Applicable Law prior to acceleration following the breach of any covenant or agreement in this Security Instrument or the Agreement under which acceleration is permitted. Such notice will not be sent prior to acceleration under the section titled **TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN MORTGAGOR**, unless Applicable Law provides otherwise.



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The notice shall specify:

- (a) the default;
- (b) the action required to cure the default;
- (c) a date, not less than the minimum number of days established by Applicable Law from the date the notice is given to Mortgagor, by which the default must be cured; and
- (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property.

The notice shall further inform the Mortgagor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and sale.

**Acceleration.** If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law.

**Power of Sale.** If Lender invokes the power of sale, Lender shall give Mortgagor notice of sale in the manner provided in the section titled NOTICES. Lender shall publish a notice of sale once a week for three consecutive weeks in a newspaper published in DALLAS County, Alabama, and thereupon, shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale.

**Application of Proceeds.** Mortgagor covenants and agrees that the proceeds of the sale shall be applied in the following order:

- (a) to all expenses of the sale, including, but not limited to, reasonable attorney's fees;
- (b) to all sums secured by this Security Instrument; and
- (c) any excess to the person or persons legally entitled to it.

**Collection Costs.** Lender shall be entitled to collect all expenses incurred in pursuit of the remedies provided in this Security Instrument and any other related documents, including, but not limited to, reasonable attorney's fees, costs of title evidence, and other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

**Borrower Property.** Lender will not be responsible for any other property not covered by this Security Instrument that is left inside the Property or that is attached to the Property. Lender may try to return that property to Mortgagor or hold that property for a reasonable time. If Mortgagor does not claim Mortgagor's property during that time, Lender may dispose of it in any manner without any liability.

**All Other Remedies.** Lender may exercise all remedies available to Lender under the law, in this Security Instrument, or in any other instrument securing this Security Instrument.

**RELEASE.** Upon payment of all sums secured by this Security Instrument and termination of Borrower's right to obtain further advances under the Agreement, Lender shall release this Security Instrument. Mortgagor shall pay any recordation costs. Lender may charge Mortgagor a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**WAIVER OF HOMESTEAD EXEMPTION RIGHTS.** Mortgagor and all other signatories to this Security Instrument, to the extent each possesses homestead exemption rights in the Property, hereby waive all homestead exemption rights relating to the Property to the extent permitted by law.

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



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

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

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

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

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

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

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

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

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

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

*Donna Carter DePew* 2-16-26  
DONNA CARTER DEPEW Date



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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA  
COUNTY OF DALLAS

I, Linda Robbins, a Notary, do hereby certify that DONNA CARTER DEPEW, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, he/she executed the same, voluntarily, on the day the same bears date. Given under my hand this 7th day of February, 2023.

My commission expires: 4-1-2026

Linda Robbins  
Notary

(Official Seal)



**EXHIBIT "A"**  
**Property Description**

**Closing Date:** February 10, 2026  
**Borrower(s):** Donna Carter DePew  
**Property Address:** 3274 County Road 81, Valley Grande, AL 36703

**PROPERTY DESCRIPTION:**

1.13 acres lying in Sections 28 and 29, Township 18 North, Range 11 East, Dallas County, Alabama; said 1.13 acres being more particularly described as follows.

Commence at an old iron pin on the SE corner of said Section 29, Township 18 North, Range 11 East; run thence North 90° 00' West along the south line of said Section 29 for a distance of 391 feet, more or less, to the east margin of the Old Birmingham Highway; thence run northwardly on said east margin of said Highway, on a curve concave to the left a distance of 529 feet, more or less, to the north margin of a public gravel road having a width of 50 feet; thence run South 82° 25' East along said north margin of the 50 foot wide gravel road a distance of 300 feet to an iron pin, and the point of beginning of the herein described tract; and from said point of beginning run thence North 12° 12' East a distance of 138.1 feet to an iron pin; thence run South 77° 48' East a distance of 312.6 feet to an iron pin; thence run South 12° 12' West a distance of 169.5 feet to an iron pin; thence run North 72° 11' West a distance of 314.8 feet to the point of beginning, said tract lying partly in the SE1/4 of the SE1/4, Section 29 and partly in the SW1/4 of the SW1/4, Section 28, all in Township 18 North, Range 11 East, Dallas County, Alabama, and containing 1.13 acres, more or less.

Parcel ID: 06-08-28-0-001-004.001

Deed Reference: Book 1474, Page 338



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Official Public Records  
Judge of Probate, Shelby County Alabama, County



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*Allie S. Bayl*