

**AFTER RECORDATION RETURN TO:  
GMAC Mortgage Corporation**

**This Instrument was prepared by:**  
Peter Hender, Esquire  
GMAC Mortgage Corporation  
100 Witmer Road  
Horsham, PA 19044

State of Alabama  
County of Shelby

Account No.: 3855723  
Branch No.: 106  
Loan Product: 80% CLTV Piggyback

MIN 1000697-0000385572-4

**MORTGAGE**

**THIS MORTGAGE SECURES OBLIGATORY FUTURE ADVANCES.**

**THIS MORTGAGE**, as amended and extended (*this "Mortgage"*) is signed to secure advances under a GMAC Home Equity Line of Credit agreement (*the "Agreement"*); it is dated as of December 11, 2002, and is made by Thomas E. Murphree and wife, Deborah C. Murphree who reside(s) at 116 Norwick Abbye Circle, Alabaster, Alabama 35007, as mortgagor(s), in favor of GMAC Mortgage Corporation, a Pennsylvania Corporation, 100 Witmer Road, Horsham, PA 19044-0963 (herein "GMAC") and the Mortgage Electronic Registration Systems, Inc., P.O. Box 2026, Flint, MI 48501-2026 ("MERS") acting solely as nominee for GMAC and GMAC's successors and assigns under this Mortgage, as mortgagee.

Throughout this Mortgage, "we", "us" and "our" refer to mortgagor(s). "GMAC" refers to GMAC Mortgage Corporation or its assigns. The "Account" refers to the Home Equity line of credit account established by GMAC under the Agreement. "Borrower" refers to each person who signs the Agreement as borrower. The Agreement and this Mortgage, taken together, are called the "Credit Documents." "Signer" refers to any person (other than GMAC) who has signed a Credit Document.

**DESCRIPTION OF SECURITY**

By execution of this Mortgage and to secure the payment of the hereinafter described obligations to GMAC and the performance of each Borrower under the Agreement and our performance under this Mortgage, we hereby grant, bargain, sell and convey unto MERS acting solely as a nominee for GMAC the following: (a) the real estate located at 116 Norwick Abbye Circle, Alabaster, County of Shelby, State of Alabama 35007-8432 as more fully described in Schedule A attached hereto and made a part hereof; (b) all buildings and other structures located thereon; (c) all rights we may have on any road, alley, easement or license regarding said property or in any mineral, oil, gas or water which is part of said property; (d) all rents and royalties appertaining to said property; (e) all proceeds of any insurance on said property; (f) all proceeds of any taking (or threatened taking) of said property by any governmental authority; and (g) all fixtures located on said property at any time (collectively, the "Property"). To have and to hold said property unto GMAC, its successors and assigns forever.

The Property includes all rights and interests which we now have or which we may acquire in the future. For example, if the security mortgaged under this Mortgage is a leasehold estate and we subsequently acquire fee title to the Property, the rights and interests granted to MERS acting solely as a nominee for GMAC by this Mortgage will include the fee title that we acquire. This Mortgage is also a Security Agreement under the Alabama Uniform Commercial Code and we hereby grant MERS acting solely as a nominee for GMAC a security interest in the personal property described in (d) through (f) above.

**SECURED OBLIGATIONS**

**THIS MORTGAGE SECURES OBLIGATORY FUTURE ADVANCES.**

We have signed this Mortgage to secure (a) the payment to GMAC of up to \$25,000.00 (the "Credit Limit"), plus FINANCE CHARGES and any other amounts due GMAC under the Agreement; (b) the performance under the Agreement of each Borrower; and (c) our performance under this Mortgage (collectively, the "Obligations"). The Agreement and this Mortgage, taken together, are called the "Credit Documents".

GMAC-AL

## PRIORITY OF ADVANCES

The lien of this Mortgage will attach on the date this Mortgage is recorded. The indebtedness evidenced by the Credit Documents is a revolving indebtedness. The Credit Documents provide that amounts may be advanced, repaid and readvanced from time to time in accordance with the terms and provisions of the Agreement. Accordingly, the aggregate advances during the term of the Credit Documents may exceed the Credit Limit. However, the Total Balance Outstanding less FINANCE CHARGES at any time (*the "Earning Balance Outstanding"*) shall never exceed the Credit Limit, except for advances made to protect the lien of this Mortgage. We agree that the lien and security title of this Mortgage shall not be deemed released or extinguished by operation of law or implied intent of the parties if the Total Balance Outstanding is zero as of the date of this Mortgage or is from time to time reduced to zero by payments made to GMAC.

## PROMISES AND DUTIES

We promise that, except for Permitted Liens: (a) we own the Property in fee simple; (b) we have the right to mortgage and convey the Property to GMAC; and (c) there are no outstanding claims or charges against the Property. The term "Permitted Lien" means (x) any mortgage, deed to secure debt or deed of trust (*"security instrument"*) disclosed to GMAC by any Signer in applying for the Account, to the extent that the amount secured by such security instrument does not exceed the amount disclosed on such application; and (y) any liens, claims and restrictions of record that do not individually or collectively have a material adverse impact upon GMAC's security, the value of the Property or the Property's current use.

Each of us will warrant and forever defend the title to the property to GMAC. This means that each of us will be fully responsible for any losses which GMAC suffers because someone has rights in the Property other than Permitted Liens. We promise that we will defend our ownership of the Property against any claims of such right.

We will neither take nor permit any action to partition, subdivide or change the condition of title to all or any part of the Property. We will not amend any Permitted Lien without GMAC's prior written consent.

## CERTAIN PROVISIONS OF THE AGREEMENT

We understand that GMAC may, under certain circumstances set forth in the Agreement, cancel its obligation to make future advances and/or require repayment at once of the Total Balance Outstanding.

Under the Agreement, FINANCE CHARGES are based on the "prime rate" published in The Wall Street Journal or in certain circumstances the "prime rate" published in The New York Times or a similar index selected by GMAC. The rate of FINANCE CHARGES changes on a daily basis as the index or the amount outstanding under the Agreement increases or decreases. We understand that Borrower will not receive advance notice of such changes.

## PROMISES AND AGREEMENTS

We agree with GMAC as follows:

**1. TIMELY PAYMENT.** Except as limited by paragraph 10 below, Borrower shall pay when due all sums owed GMAC under the Credit Documents.

**2. APPLICATION OF PAYMENTS.** All payments shall be applied by GMAC as set forth in the Agreement.

**3. MORTGAGES AND DEEDS OF TRUST; CHARGES; CLAIMS.** We shall make payments when due and perform all our obligations under any mortgage, deed of trust or other security agreement on the Property.

We shall pay or cause to be paid when due all loans, taxes, assessments, charges, fines, impositions and rents of any kind relating to the Property (*"Assessments"*). Receipts evidencing such payments shall be delivered to GMAC upon its request. Except for Permitted Liens, we shall not allow any encumbrance, charge or lien on the Property to become prior to this Mortgage.

**4. HAZARD INSURANCE; GOVERNMENTAL TAKINGS.**

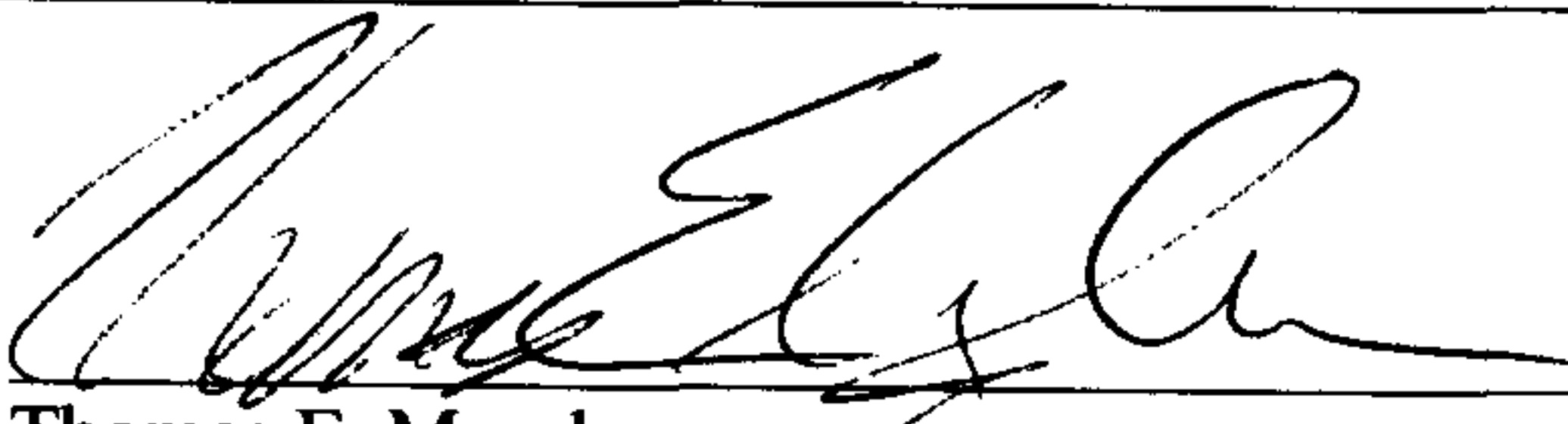
(a) We shall, at our cost, keep all improvements on the Property insured against loss caused by hazards included in the term "extended coverage" or by other hazards GMAC may reasonably specify. Hazard insurance shall be in an amount equal to the lesser of (i) the full replacement cost of the building that is part of the Property or (ii) the amount of this Mortgage plus the total amount of all Permitted Liens; but never less than the amount necessary to satisfy any coinsurance requirement contained in the insurance policy.



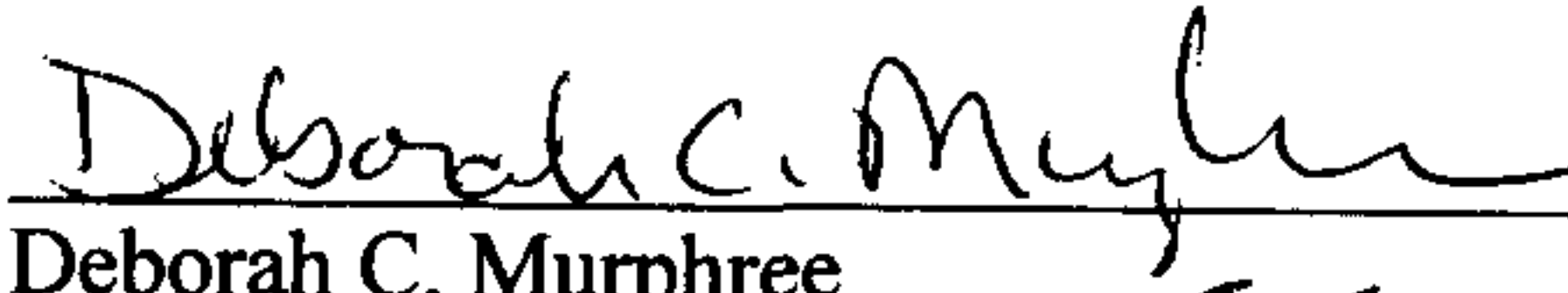
By signing this Mortgage, we agree to all of the above. WE AGREE AND ACKNOWLEDGE THAT WE HAVE RECEIVED, WITHOUT CHARGE, TRUE COPIES OF THIS MORTGAGE AND ANY RIDER.

WITNESSES:

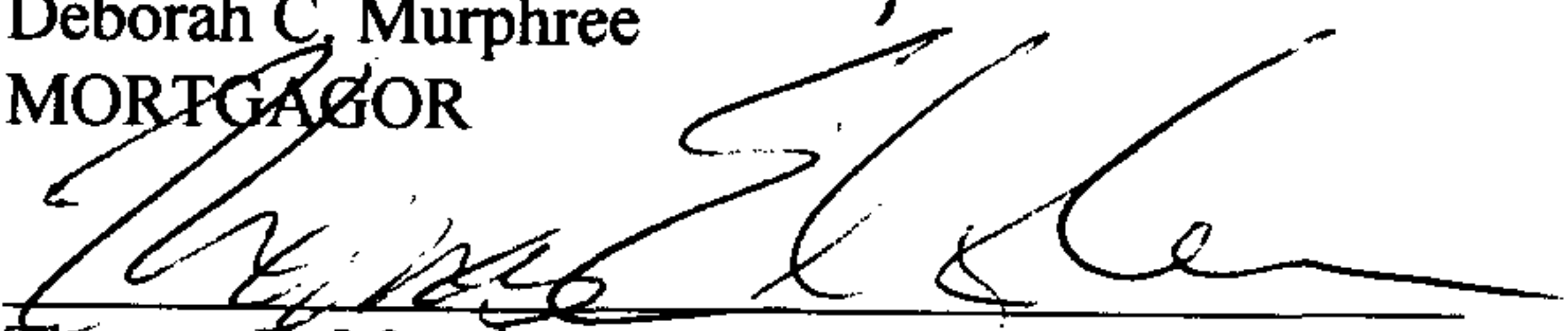
Name Printed:

  
Thomas E. Murphree  
MORTGAGOR

Name Printed:


  
Deborah C. Murphree  
MORTGAGOR

Name Printed:

  
Thomas E. Murphree  
MORTGAGOR

Name Printed:

MORTGAGOR

  
Deborah C. Murphree  
MORTGAGOR

MORTGAGOR

MORTGAGOR

**INDIVIDUAL ACKNOWLEDGEMENT**

State Of Alabama  
County Of Jefferson ss.

I, the undersigned Notary Public in and for said County in said State hereby certify that Thomas E. Murphree Deborah C. Murphree Thomas E. Murphree Deborah C. Murphree, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the date the same bears date.

Given under my hand and official seal, this the 11<sup>th</sup> day of December, 2002.

  
Notary Public

AFFIX SEAL

My Commission Expires: 07-09-06

**MORTGAGE**

Title No. \_\_\_\_\_  
\_\_\_\_\_

**THIS INSTRUMENT PREPARED BY:**  
Peter Hender, Esq.  
GMAC Mortgage Corporation  
100 Witmer Road  
Horsham, PA 19044-0963

TO

**RECORDING REQUESTED BY:**  
**GMAC MORTGAGE CORPORATION**

**UPON RECORDATION, MAIL TO:**  
GMAC Mortgage Corporation  
Capital Markets/Home Equity  
100 Witmer Road  
Horsham, PA 19044-0963

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE



**Fidelity National Title**  
Insurance Company of New York

20030102000000210 Pg 5/5 60.50  
Shelby Cnty Judge of Probate, AL  
01/02/2003 07:51:00 FILED/CERTIFIED

Commitment No. **B17200**

File No. **B17200**

**SCHEDULE A**  
(continued)

**LEGAL DESCRIPTION**

**PARCEL I:**

Lot 30, in Block 2, according to the Survey of Norwick Forest, Third Sector, Second Phase, as recorded in Map Book 23, Page 121, in the Probate Office of Shelby County, Alabama, and a part of Lot 29, Block 2, as described hereon:

Beginning at the westernmost corner of Lot 29, Block 2, Norwick Forest, Third Sector, Second Phase, as recorded in Map Book 23, Page 121, in the Office of the Judge of Probate of Jefferson County, Alabama and run in an easterly direction along the northerly line of said Lot for 30.81 feet to a point; thence turn 22 degrees 18 minutes 20 seconds to the left and continue along the last stated course for 225.00 feet to a point; thence turn 72 degrees 38 minutes 06 seconds to the right and run in a southeasterly direction for 111.00 feet to a point; thence turn 114 degrees 26 minutes 33 seconds to the right and run in a westerly direction for 302.58 feet to a circle; thence turn 93 degrees 37 minutes 29 seconds to the right (angle measured to tangent) and run in a northerly direction along the easterly line of Abbye Circle in the arc of a curve to the left, having a radius of 335.00 feet and a central angle of 10 degrees 42 minutes 05 seconds for a distance of 62.57 feet to the P. R. C. (point of reverse curve) of a curve to the right; thence in the arc of said curve, having a radius of 25.00 feet and a central angle of 46 degrees 34 minutes 05 seconds for a distance of 20.32 feet to the point of beginning.

**PARCEL II:**

Part of Lot 31-A, Carroll's Subdivision, as recorded in Map Book 25, page 43, in the Office of the Judge of Probate of Shelby County, Alabama, more particularly described as follows:

Commence at the southeasterly corner of said lot and run in a northeasterly direction along said lot line for 23.46 feet to the point of beginning; thence continue along last stated course for 51.30 feet to a point; thence 308 degrees 19 minutes 03 seconds left in a southwesterly direction for 2.81 feet to a point; thence 205 degrees 00 minutes 31 seconds left in a southwesterly direction for 10.50 feet to a point; thence 202 degrees 16 minutes 47 seconds left in a southwesterly direction for 10.36 feet to a point; thence 193 degrees 28 minutes 56 seconds left in a southwesterly direction for 16.59 feet to a point; thence 191 degrees 38 minutes 01 seconds left in a southwesterly direction for 14.39 feet to the point of beginning.