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 Shelby Cnty Judge of Probate, AL  
 11/04/2004 09:29:00 FILED/CERTIFIED

WHEN RECORDED, MAIL TO:  
**AMERITRUST MORTGAGE COMPANY**  
**14045 BALLANTYNE CORPORATE PLACE, SUITE 200**  
**CHARLOTTE, NORTH CAROLINA 28277**

This Instrument was prepared by:  
**AMERITRUST MORTGAGE COMPANY**  
**14045 BALLANTYNE CORPORATE PLACE, SUITE 200**  
**CHARLOTTE, NORTH CAROLINA 28277**  
**704/568-1020**

Loan Number: **34102107**

Order Number: \_\_\_\_\_ (Space Above This Line For Recording Data) \_\_\_\_\_

# MORTGAGE

MIN: **100236300341021077**

## DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) **"Security Instrument"** means this document, which is dated **October 26, 2004**, together with all Riders to this document.
- (B) **"Borrower"** is **DIANA PALMER, a single woman** . Borrower is the mortgagor under this Security Instrument.
- (C) **"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 Security Instrument.** 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.**
- (D) **"Lender"** is **AMERITRUST MORTGAGE COMPANY.** Lender is **LIMITED LIABILITY COMPANY**, organized and existing under the laws of **NORTH CAROLINA.**  
 Lender's address is **14045 BALLANTYNE CORPORATE PLACE, SUITE 200, CHARLOTTE, NORTH CAROLINA 28277.**
- (E) **"Note"** means the promissory note signed by Borrower and dated **October 26, 2004.** The Note states that Borrower owes Lender **ONE HUNDRED FIFTEEN THOUSAND and no/100 Dollars (U.S. \$115,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **November 1, 2034.**
- (F) **"Property"** means the property that is described below under the heading **"Transfer of Rights in the Property."**
- (G) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):
 

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input checked="" type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> VA Rider
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Biweekly Payment Rider	
<input type="checkbox"/> Other (Specify) -		
- (I) **"Applicable Law"** means 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.
- (J) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) **"Escrow Items"** means those items that are described in Section 3.

**(M) "Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

**(N) "Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

**(O) "Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

**(P) "RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

**(Q) "Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the County of **SHELBY**:

**SEE ATTACHED EXHIBIT "A"**

Parcel Identification Number:

which currently has the address of: **110 COALES BRANCH DRIVE  
PELHAM, ALABAMA 35124**

("Property Address"):

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." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts

shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower 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, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material

representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

**(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.**

**(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.**

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been

completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous 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 Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun 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. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

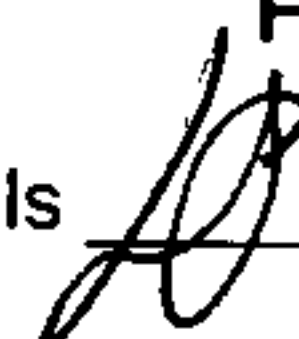
**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.



**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 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 Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of

acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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 Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (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 Borrower, 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 Borrower 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 of Borrower to acceleration and sale. 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. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in Section 15. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published 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. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower 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 attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower 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.

**24. Waivers.** Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.



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

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
DIANA PALMER (Seal)  
-Borrower

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Seal)  
-Borrower

STATE OF ALABAMA,

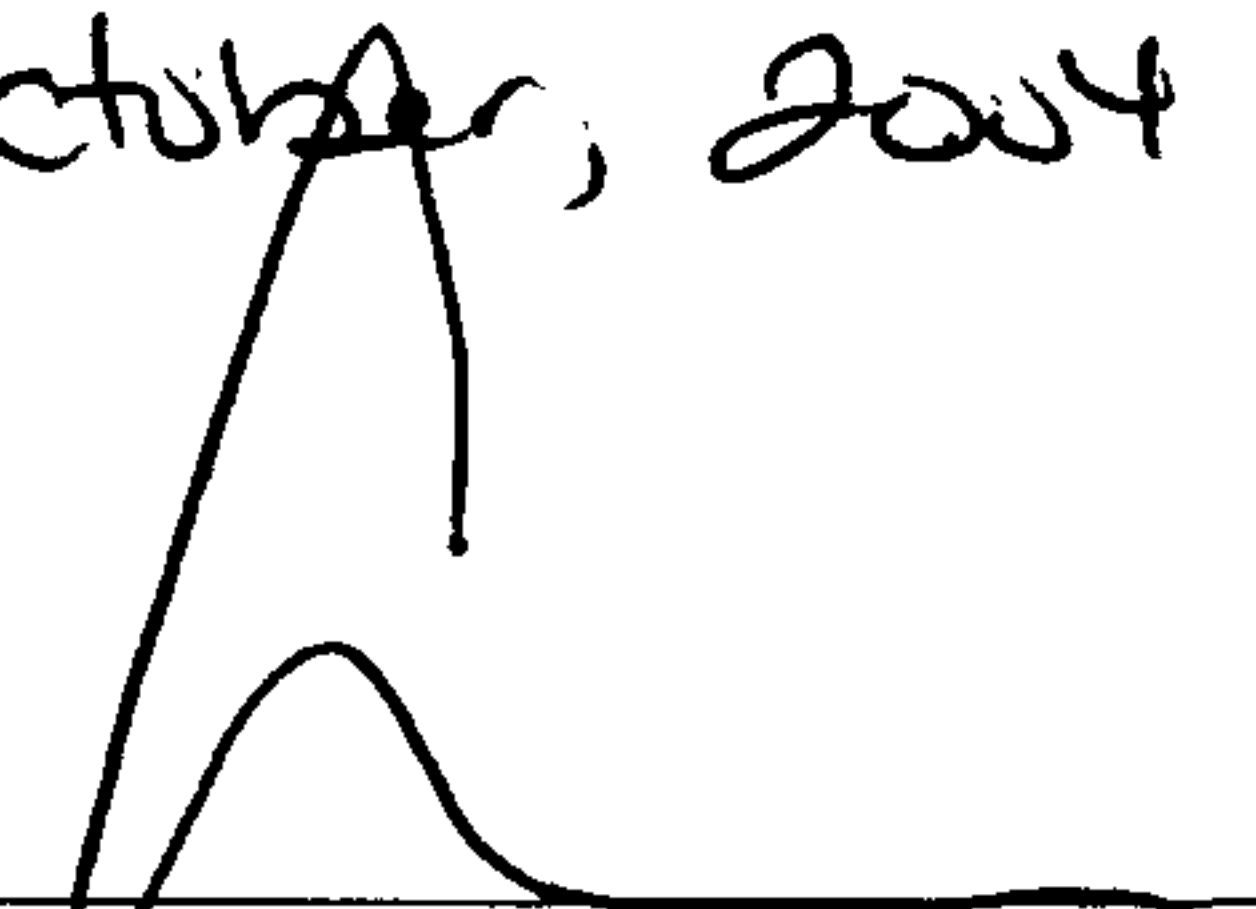
County ss:

On this 26 day of October, 2014, I,  
Anna M. Estes, a Notary Public in and for said county and in said state, hereby certify that **DIANA PALMER**, whose names(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me that, being informed of the contexts of the conveyance, he/she/they executed the same voluntarily and as his/her/their act on the day the same bears date.

Given under my hand and seal of officer this 26 day of October, 2014.

My Commission Expires:

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Apr 25, 2007  
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

  
\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

From the Southwest Corner of Lot 7 in Oak River View, First Addition, according to plat recorded in Map Book 1, page 39, run North along the West line of said Lot 7, 350 feet to a Point of Beginning; From thence run North along said West line of said Lot 7, 50 feet, thence run East 145 feet, thence run South 50 feet, thence run West 145 feet to the Place of Beginning, being a part of the West 145 feet of Lot 7 in Oak River View, First Addition.

## ADJUSTABLE RATE MORTGAGE LOAN PROGRAM DISCLOSURE

### Important Mortgage Loan Information Regarding 2/28 and 3/27 ARM Loan Programs (6 Month Change Dates)

**Please Read Carefully!**

This disclosure describes the features of an Adjustable Rate Mortgage (ARM) program you are considering. Information on other ARM programs available from **AMERITRUST MORTGAGE COMPANY LIMITED LIABILITY COMPANY** (the "Lender") may be obtained by contacting your loan representative.

#### What is an Adjustable Rate Mortgage?

An adjustable rate mortgage or "ARM" is a loan in which the interest rate and the monthly payment (principal and interest) may change from time to time. If the interest rate increases, your monthly payment will increase. If the interest rate decreases, your monthly payment will decrease.

#### How the Interest Rate and Monthly Payment are Determined.

- Depending on market conditions, your initial interest rate either may be a "premium" rate which is higher than, or a "discounted" rate which is lower than, the sum of the Index and the margin used to make the one-time adjustment to the interest rate, or your initial rate may be based on the rounded sum of the margin and the Index. Ask us about the current initial interest rate and the current amount of any interest rate premium or discount for this ARM program.
- Your initial monthly payment will be calculated in an amount necessary to fully repay the loan balance with interest at the initial interest rate over the loan term.

#### How Your Interest Rate Can Change.

- Your interest rate will not change for the first two years of the loan for a 2/28 ARM and your rate will not change for the first three years for a 3/27 ARM. Thereafter, your interest rate can change every six months, beginning approximately 24 months after your loan closes for a 2/28 ARM and approximately 36 months after your loan closes for a 3/27 ARM. Each date on which your interest rate can change is called a "Change Date."
- Changes in your interest rate may be based on an Index plus a margin. Ask us about our current margin for this ARM.
- The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in the *Wall Street Journal*. If the Index ceases to be available, the Lender will choose a new index based upon comparable information.
- To determine your new interest rate, the Lender will add your margin to the "Current Index" (which is the most recent Index figure published as of the date 45 days before each Change Date) and round the resulting sum to the nearest one-eighth of one percent (0.125%). This figure will be your new interest rate unless the following restrictions on interest rate changes require a different interest rate:
  - At the first Change Date, your interest cannot increase or decrease more than three percentage points (3.000%) when compared with the previous interest rate.
  - At each subsequent Change Date, your interest rate cannot increase or decrease by more than one percentage point (1.000%) when compared with the previous interest rate.
  - Increases in your interest rate are subject to a lifetime interest rate cap. The lifetime interest rate cap is six percentage points (6.000%) above your initial interest rate.
  - Decreases in your interest rate are subject to a lifetime interest rate floor. The lifetime interest rate floor is equal to your initial interest rate.
- Because of the effect of the interest rate caps and floor on the method of calculating your new interest rate at each Change Date (Current Index plus margin), changes in your interest rate will not necessarily correspond to changes in the Index.

#### How Your Monthly Payment Can Change.

- Your monthly payment will not change for two years. Thereafter, your monthly payment can change every six months, based on changes in the interest rate. If the interest rate changes, you will pay a new monthly payment on the first payment due date after each Change Date.
- At each Change Date, the Lender will recalculate your monthly payment based on the amount necessary to fully repay the remaining loan balance with interest at the new interest rate over the remaining loan term.
- You will be notified in writing at least 25 days before the due date of a payment at a new level. This notice will include information about your interest rate, Index value, payment amount and loan balance.

### 2/28 ARM HISTORICAL EXAMPLE (Discounted Initial Interest Rate)

The example below shows how your payments would have changed under this ARM program based on actual changes in the Index from 1988 to 2002. To simplify the example, we have used a single index value for each year. This example does not necessarily indicate how the Index will change in the future. The example is based on the following assumptions:

Amount of loan	\$10,000.00	Rate Caps/Floor	3.000% at first adjustment
Term	30 years		1.000% at subsequent adjustments
Interest Adjustment	every 6 months, after first 2 years		6.000% above your initial interest rate for the life of the loan
Payment Adjustments	after each interest rate change		0.000% below the initial rate for the life of the loan
Margin (a)	4.750%	Index	Average of Interbank offered rates for six-month U.S. dollar-denominated deposits in the London market, as published in the <i>Wall Street Journal</i> .
Initial Rate Discount (b)	1.250%		

Year (as of the first business day of January)	Index (%)	Margin (a) (%)	Interest Rate (%)	Monthly Payment (\$)	Remaining Principal Balance (\$)
1988	9.250	4.750	12.750 (c)	6 at 108.67	9,985.09
		4.750	12.750 (c)	6 at 108.67	9,969.20
1989	8.000	4.750	12.750 (c)	6 at 108.67	9,952.25
		4.750	12.750 (c)	6 at 108.67	9,934.21
1990	6.375	4.750	12.750 (d)	6 at 108.67	9,914.99
		4.750	12.750 (d)	6 at 108.67	9,894.52
1991	7.500	4.750	12.250	6 at 104.91	9,870.50
		4.750	12.250	6 at 104.91	9,844.97
1992	9.437	4.750	13.250	6 at 112.36	9,822.41
		4.750	14.125	6 at 118.93	9,801.95
1993	8.312	4.750	13.125	6 at 111.47	9,775.68
		4.750	13.000	6 at 110.56	9,746.97
1994	7.562	4.750	12.750 (d)	6 at 108.74	9,715.06
		4.750	12.750 (d)	6 at 108.74	9,681.04
1995	4.187	4.750	12.750 (d)	6 at 108.74	9,644.82
		4.750	12.750 (d)	6 at 108.74	9,606.23
1996	3.625	4.750	12.750 (d)	6 at 108.74	9,565.11
		4.750	12.750 (d)	6 at 108.74	9,521.29
1997	3.500	4.750	12.750 (d)	6 at 108.74	9,474.60
		4.750	12.750 (d)	6 at 108.74	9,424.85
1998	7.000	4.750	12.750 (d)	6 at 108.74	9,371.82
		4.750	12.750 (d)	6 at 108.74	9,315.33
1999	5.531	4.750	12.750 (d)	6 at 108.74	9,255.13
		4.750	12.750 (d)	6 at 108.74	9,190.99
2000	5.690	4.750	12.750 (d)	6 at 108.74	9,122.65
		4.750	12.750 (d)	6 at 108.74	9,049.84
2001	5.240	4.750	12.750 (d)	6 at 108.74	8,972.26
		4.750	12.750 (d)	6 at 108.74	8,889.60
2002	1.630	4.750	12.750 (d)	6 at 108.74	8,801.54
		4.750	12.750 (d)	6 at 108.74	8,707.70

- (a) This is a margin we have use recently; your margin may be different.  
 (b) This is the amount of a discount we have provided recently; your loan may be discount by a different amount.  
 (c) The initial interest rate includes a discount of 1.250 percentage points. The fully indexed rate would have been 14.000%.  
 (d) The minimum interest rate under this loan program is equal to the initial interest rate. This means that regardless of the downward movement of the Index, your interest rate can never be lower than the initial rate.

**Note:** The maximum rate in this example is 18.750%. The maximum rate is equal to the sum of the initial interest rate plus a 6.000% lifetime interest rate cap. If the maximum rate is reached, your interest rate will not decrease until the sum of the Index plus margin, after rounding, is less than the maximum rate.

#### Initial and Maximum Interest Rate

For example, on a 30-year, \$10,000.00 loan with an initial interest rate of 6.375% (this was an initial interest rate available from the Lender in January,

2002) the maximum amount that the interest rate can rise under this program is 6.000 percentage points to 12.375% (which is the sum of your initial interest rate plus 6.000%), and the monthly payment can rise from an initial payment of \$62.39 to a maximum payment of \$103.66 in the 43rd month.

**Calculating Your Payments**

To see what your payments would have been during the period shown in this historical example, divide your mortgage amount by \$10,000.00; then multiply the monthly payment by that amount. (For example, in 2002, the monthly payment for a mortgage amount of \$60,000.00 taken out in 1988 would be: \$60,000.00 divided by \$10,000.00 = 6; 6 \* \$108.74 = \$652.44 per month.)

**3/27 ARM  
HISTORICAL EXAMPLE**  
(Premium Initial Interest Rate)

The example below shows how your payments would have changed under this ARM program based on actual changes in the Index from 1988 to 2002. To simplify the example, we have used a single index value for each year. This example does not necessarily indicate how the Index will change in the future. The example is based on the following assumptions:

Amount of loan	\$10,000.00	Rate Caps/Floor	3.000% at first adjustment
Term	30 years		1.000% at subsequent adjustments
Interest Adjustment	every 6 months, after first 3 years		6.000% above your initial interest rate for the life of the loan
Payment Adjustments	after each interest rate change		0.000% below the initial rate for the life of the loan
Margin (a)	5.650%	Index	Average of Interbank offered rates for six-month U.S. dollar-denominated deposits in the London market, as published in the <i>Wall Street Journal</i> .
Initial Rate Discount (b)	1.125 percentage points		

Year (as of the first business day of January)	Index (%)	Margin (a) (%)	Interest Rate (%)	Monthly Payment (\$)	Remaining Principal Balance (\$)
1988	9.250	5.650	13.750 (c)	6 at 116.51	9,988.10
		5.650	13.750 (c)	6 at 116.51	9,975.37
1989	8.000	5.650	13.750 (c)	6 at 116.51	9,961.73
		5.650	13.750 (c)	6 at 116.51	9,947.12
1990	6.375	5.650	13.750 (c)	6 at 116.51	9,931.49
		5.650	13.750 (c)	6 at 116.51	9,914.75
1991	7.500	5.650	13.750 (d)	6 at 116.51	9,896.83
		5.650	13.750 (d)	6 at 116.51	9,877.64
1992	9.437	5.650	14.750	6 at 124.16	9,860.63
		5.650	15.125	6 at 127.04	9,843.58
1993	8.312	5.650	14.125	6 at 119.44	9,821.51
		5.650	14.000	6 at 118.50	9,797.32
1994	7.562	5.650	13.750 (d)	6 at 116.64	9,770.28
		5.650	13.750 (d)	6 at 116.64	9,741.30
1995	4.187	5.650	13.750 (d)	6 at 116.64	9,710.26
		5.650	13.750 (d)	6 at 116.64	9,677.04
1996	3.625	5.650	13.750 (d)	6 at 116.64	9,641.45
		5.650	13.750 (d)	6 at 116.64	9,603.36
1997	3.500	5.650	13.750 (d)	6 at 116.64	9,562.57
		5.650	13.750 (d)	6 at 116.64	9,518.89
1998	7.000	5.650	13.750 (d)	6 at 116.64	9,472.13
		5.650	13.750 (d)	6 at 116.64	9,422.05
1999	5.531	5.650	13.750 (d)	6 at 116.64	9,368.42
		5.650	13.750 (d)	6 at 116.64	9,311.01
2000	5.690	5.650	13.750 (d)	6 at 116.64	9,249.53
		5.650	13.750 (d)	6 at 116.64	9,183.71
2001	5.240	5.650	13.750 (d)	6 at 116.64	9,113.23
		5.650	13.750 (d)	6 at 116.64	9,037.77
2002	1.630	5.650	13.750 (d)	6 at 116.64	8,956.95
		5.650	13.750 (d)	6 at 116.64	8,870.43

- (a) This is a margin we have use recently; your margin may be different.
- (b) This is the amount of a discount we have provided recently; your loan may be discount by a different amount.
- (c) The initial interest rate includes a discount of 1.125 percentage points. The fully indexed rate would have been 14.875%.
- (d) The minimum interest rate under this loan program is equal to the initial interest rate. This means that regardless of the downward movement of the index, your interest rate can never be lower than the initial rate.

**Note:** The maximum rate in this example is 19.750%. The maximum rate is equal to the sum of the initial interest rate plus a 6.000% lifetime interest rate cap. If the maximum rate is reached, your interest rate will not decrease until the sum of the Index plus margin, after rounding, is less than the maximum rate.

**Initial and Maximum Interest Rate**

For example, on a 30-year, \$10,000.00 loan with an initial interest rate of 7.250% (this was an initial interest rate available from the Lender in January, 2002) the maximum amount that the interest rate can rise under this program is 6.000 percentage points to 13.250% (which is the sum of your initial interest rate plus 6.000%), and the monthly payment can rise from an initial payment of \$68.22 to a maximum payment of \$109.77 in the 55th month.

**Calculating Your Payments**

To see what your payments would have been during the period shown in this historical example, divide your mortgage amount by \$10,000.00; then multiply the monthly payment by that amount. (For example, in 2002, the monthly payment for a mortgage amount of \$60,000.00 taken out in 1988 would be: \$60,000.00 divided by \$10,000.00 = 6; 6 \* \$116.64 = \$699.84 per month.)

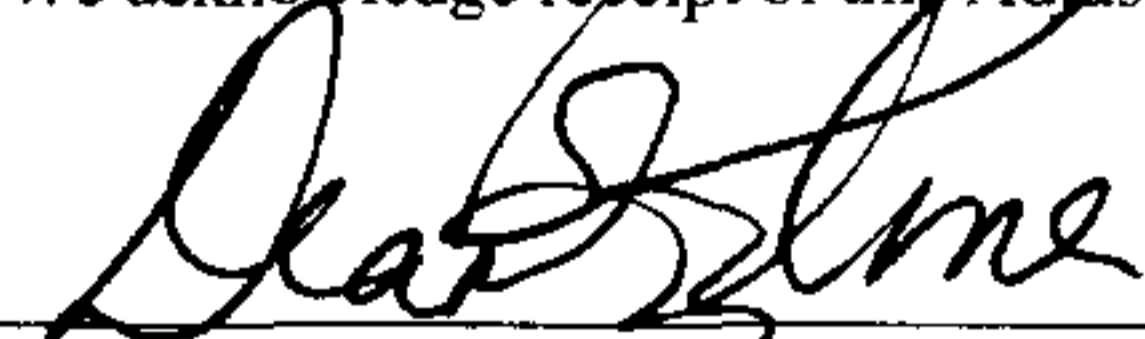
**Events of Default: False or Inaccurate Loan Application; Misrepresentation of Owner Occupancy**

The loan documents contain important default provisions about which you should be aware. FIRST, if you give the Lender materially false or inaccurate information or you fail to give the Lender any material information during the loan application process, the Lender may declare a default under your loan, whether you are making your monthly payments or not. SECOND, if you are applying for a loan which is to be secured by OWNER-OCCUPIED property, your loan documents will contain a "covenant" (which means a legally enforceable promise) that you will occupy the property securing the loan as your principal residence WITHIN 60 DAYS after the loan documents are signed. If you break this promise, the Lender may declare a default under your loan, whether your are making your monthly payments or not.

If you are in default under either of these provisions, the Lender may declare the entire loan balance immediately due and payable. If you are unable to repay the loan, the Lender can commence a foreclosure proceeding which could result in a forced sale of your property. It is important that you be aware that unlike a default in making payments due under your loan, you may not be able to "cure" these types of defaults once they have occurred, since they relate to the information and representations on which the Lender relied in making its decision to extend a mortgage loan to you.

**This Disclosure Statement is accurate as of the date of printing. However, the Lender reserves the right to make subsequent changes at any time with regard to any matter covered in this Disclosure Statement as a result of change in policy, law, regulation or otherwise.**

I/We acknowledge receipt of this Adjustable Rate Mortgage Disclosure Statement and the Consumer Handbook on Adjustable Rate Mortgages.

  
DIANA PALMER

## ADJUSTABLE RATE MORTGAGE LOAN PROGRAM DISCLOSURE 2-28 ARM

Loan Number: 34102107

Date: October 26, 2004

This disclosure describes the features of an Adjustable Rate Mortgage (ARM) program you are considering. Information on other ARM programs available from your lender will be provided upon request.

### HOW YOUR INTEREST RATE AND PAYMENT ARE DETERMINED:

Your interest rate will be based on an index rate plus a margin. Please ask us for our current interest rate and margin. Your initial interest rate is not based on the index used to make later adjustments. Please ask us about our current interest rate discount. The index is the six-month London Interbank Offered Rate ("LIBOR"), intentionally set by Lender at its principal office. Index values are published in the *Wall Street Journal*. Your interest rate will equal the index rate plus our margin, unless your interest rate "caps" or "floor" limit the amount of change in the interest rate. Your payment will be based in the interest rate, loan balance, and remaining term.

### HOW YOUR INTEREST RATE CAN CHANGE:

Your interest rate is fixed for the first 24 month(s) after which the interest rate can change every 6 month(s) to the index value plus the margin, subject to the following limits:

- Your interest rate cannot increase or decrease by more than **3.000%** per adjustment after the first 24 months, nor by more than **1.000%** thereafter.
- Your interest rate cannot increase to more than **16.500%** over the term of the loan.
- Your interest rate cannot decrease to less than **10.500%** over the term of the loan.
- Your interest rate will be rounded to the nearest one-eighth of one percent, or 0.125%.

### HOW YOUR PAYMENT CAN CHANGE:

Your payment can change every 6 months, beginning with payment number 25, based on changes in the interest rate. For example, on a new \$10,000.00, 360-month loan, with an initial interest rate of 9.750% (the rate used in this plan recently), the maximum amount that the interest rate could rise under this program is 6.000% to 15.750%, and the payment amount could rise from a first-year payment of \$85.92 to a maximum of \$131.05 in the 43<sup>rd</sup> month. You will be notified in writing 45 days before the due date of a payment at a new level. This notice will contain information about your interest rates, payment amount, and loan balance.

### EXAMPLE OF A 1993, \$10,000.00 LOAN, USING HISTORICAL INDEX VALUES

The following example below shows how your payments would have changed under this ARM program based on actual changes in the index from 1993 to 2002. This does not necessarily indicate how your index will change in the future.

Loan Amount:	<b>\$10,000.00</b>	First Annual Interest Rate Cap:	<b>3.000%</b>
Term:	<b>360 Months</b>	Subsequent Annual Interest Rate Cap:	<b>2.000%</b>
Change Date:	<b>02/01</b>	Lifetime Interest Rate Cap:	<b>6.000%</b>
Interest Adjustment:	<b>annual</b>	Annual Payment Cap:	<b>N/A</b>
Payment Adjustment:	<b>annual</b>	Initial Discount:	<b>3.190%***</b>
Margin:	<b>8.000%</b>		
Index:	<b>6 Month LIBOR</b>		

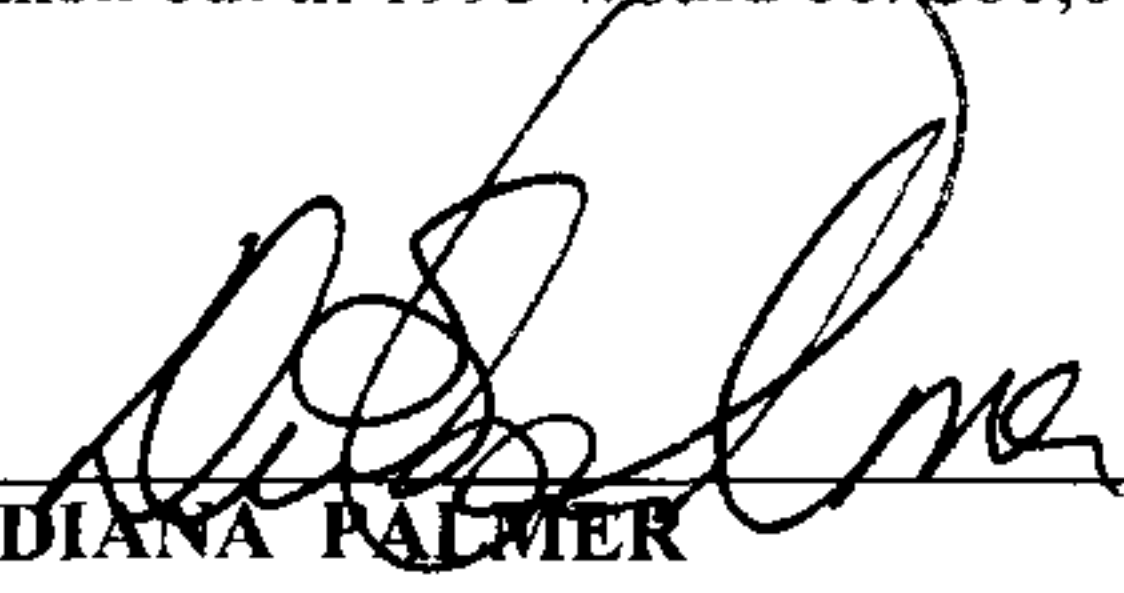
Year	Index Value	Margin	Interest Rate	Monthly Payment	Loan Balance
1993	6.560%	8.000%	11.375%	98.08	9958.42
1994	4.060%	8.000%	11.375%	98.08	9911.85
1995	3.500%	8.000%	11.500%	99.01	9860.98
1996	5.250%	8.000%	13.250%	112.08	9820.18
1997	6.000%	8.000%	14.000%	117.73	9779.77
1998	5.790%	8.000%	13.750%	115.86	9731.18
1999	5.910%	8.000%	13.875%	116.78	9676.65
2000	5.690%	8.000%	13.750%	115.87	9612.83
2001	5.240%	8.000%	13.250%	112.33	9533.87
2002	1.630%	8.000%	11.250%**	98.79	9414.93

\* This interest rate reflects a maximum interest rate of 17.375%.

\*\* This interest rate reflects a maximum annual 2.000% interest rate decrease.

\*\*\* This is the amount of a discount we have provided recently, your loan may be discounted by a different amount.

To see what your payments (excluding escrow fees) would have been during that period, divide your mortgage amount by \$10,000.00; then multiply the loan payment by that amount. (For example, in 2002 the monthly payment for a mortgage amount of \$60,000.00 taken out in 1993 would be, \$60,000.00 ÷ \$10,000.00 = 6; 6 x \$98.79 = \$592.74 per month).


10-26-04

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DIANA PALMER
Date
Date

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Date
Date

Loan Number: 34102107

MIN: 100236300341021077

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **26th** day of **October, 2004**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

### AMERITRUST MORTGAGE COMPANY LIMITED LIABILITY COMPANY

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**110 COALES BRANCH DRIVE  
PELHAM, ALABAMA 35124**  
(Property Address)

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

**HIDDEN CREEK/PELHAM**  
(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's 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 Borrower's interest.

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

**A. PUD Obligations.** Borrower shall perform all of Borrower's 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. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property 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 Lender 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 Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to



Loan Number: 34102107

MIN: 100236300341021077

maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property 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 Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

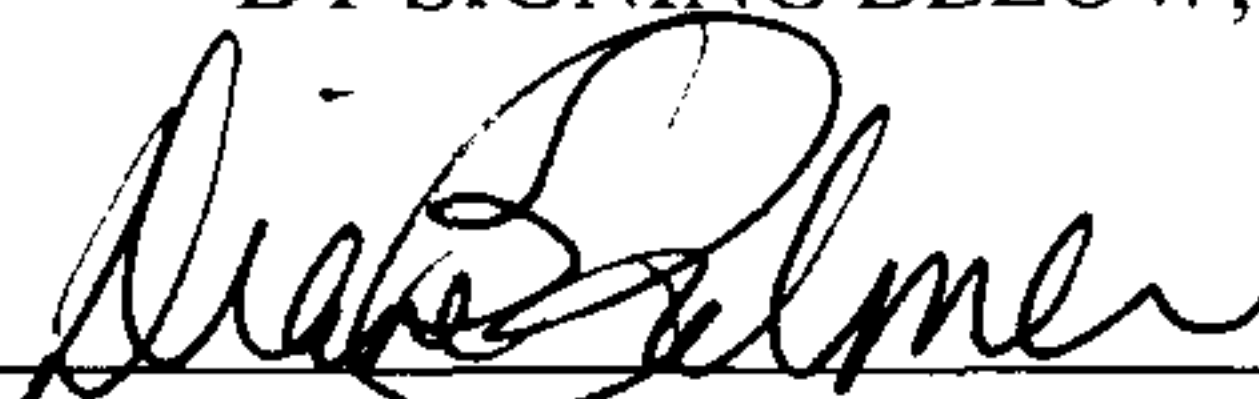
**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower 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 Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's 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 Lender; (iii) termination of professional management and 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 Lender.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

  
\_\_\_\_\_  
DIANA PALMER (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

MIN: 100236300341021077

Loan Number: 34102107

## ADJUSTABLE RATE RIDER

(LIBOR Six-Month Index (As Published In The Wall Street Journal) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this **26th** day of **October, 2004**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

### AMERITRUST MORTGAGE COMPANY LIMITED LIABILITY COMPANY

("Lender") of the same date and covering the property described in the Security Instrument and located at:

**110 COALES BRANCH DRIVE  
PELHAM, ALABAMA 35124**  
(Property Address)

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of **10.500%**. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the **1st** day of **November, 2006**, and on that day every **SIXth** month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.



**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TEN AND TWO FIFTHS** percentage point(s) (**10.400%**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than **13.500%** or less than **10.500%**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **ONE** percentage point(s) (**1.000%**) from the rate of interest I have been paying for the preceding **SIX** months. My interest rate will never be greater than **16.500%**, or less than **10.500%**.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may 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 Applicable Law. Lender also shall not such exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note

MIN: 100236300341021077

Loan Number: 34102107

and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 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 Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.



DIANA PALMER

(Seal)  
-Borrower

(Seal)  
-Borrower