Inst # 1993-17542

06/16/1993-17542 12:29 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE DOG NCD 184.00

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MORTGAGE THIS MORTGAGE ("Security Instrument") is given on
arlier, due and payable onJuly .1., .2023
The Purchase Money Mortgage has been applied on the purchase price of the property herein conveyed to Mortgagor simultaneously herewith.
as the address of
O HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with approximents now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter the property. All seplecements and additions shall also be a second to the property.

the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing

ORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage,

I convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

ed to in this Security Instrument as the "Property."

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited riations 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 and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall y to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly schold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly od insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These ms are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum ount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real ate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless other law that applies to the Funds sots a lesser amount. If so, Lender may, at any time, collect and hold Funds in an ount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and sonable 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 sluding Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow ount, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender nake such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement rade or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings he Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security

rument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower he excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at time is not sufficient to pay the Escrow Items when due. Lender may so notify Borrower in writing, and, in such case ower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in nore than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition le of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums

red by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under graphs I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under

graph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the city which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them ne directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing ayments.

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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on openy insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, ing floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

he periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to 'er's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair; Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the ration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be do to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower lons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice en.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend the tipone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. In paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting lamage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security nent immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; solds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days te execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be anably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not ', damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall efault if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment esult in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's / interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or ling to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's in the Property or other material impairment of the lien created by this Security Instrument or Lender's security . Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate ition or statements to Lender (or failed to provide Lender with any material information) in connection with the loan ed by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as pal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. ower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements d in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's nay include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, easonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under 1972 and 7, Lender does not have to do so.

iny amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any he mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially it to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved in. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month ual to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance coverage (in Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in

he amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available nd is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss eserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower nd Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

ive Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to ke an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property

to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or diffication of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender Il not be required to commence proceedings against any successor in interest or refuse to extend time for payment or erwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original rower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be aiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions aragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security rument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that cower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the s secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, ear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's

ent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan ges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce. tharge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will funded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making ect payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or talling it by first class mail unless applicable law requires use of another method. The notice shall be directed to the erry Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice ded for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

is paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the liction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note icts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which e given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note eclared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any terest in it is sold or transferred (or if a heneficial interest in Borrower is sold or transferred and Borrower is not a natural erson) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums cured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal w as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke

y remedies permitted by this Security Instrument without further notice of demand on Burrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have forcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this curity Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had curred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security strument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably quire to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Inament and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this ht to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security trument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity own as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan vicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

: notice will also contain any other information required by applicable law.

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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by governmental or regulatory agency or private party involving the Property and any Hazardous Substance or fronmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or latory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary,

ower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances nvironmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic cides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's ch of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 is applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the alt; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must tred; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration e sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower e right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default ly other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified e notice. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument out further demand and may invoke the power of sale and any other remedles permitted by applicable law. Lender be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, not limited to, reasonable attorneys' fees and costs of little evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided parngraph 14. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published public nuction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser nder's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants d agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, t not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess the person or persons legally entitled to it. 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security trument without charge to Borrower. Borrower shall pay any recordation costs. 23. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of tesy and dower in the Property. 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together n this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. eck applicable box(es)j Adjustable Rate Rider Condominium Rider] 1-4 Pamily Rider Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider Balloon Rider Rate Improvement Rider Second Home Rider Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument in any rider(s) executed by Borrower and recorded with it. esses: STEPHEN R. FORSYTH -Barrower Social Security Number CAROL S. HARRIS Social Security Number [Space Bolow This Line For Acknowledgment] STATE OF ALABAMA JEFFERSON COUNTY On this 14thday of June, 1993 , I, J. Dan Taylor, a Notary Public in and for said county and in said state, hereby certify that STEPHEN R. FORYSTH, and CAROL S. HARRIS whose name(s) are signed to the foregoing instrument, and who are known to me, acknowledged before me that, being informed of the contents of the conveyance, they executed the same voluntarily and as their act on the day the same bears date. Given under my hand and seal this 14th day of June , 1993. My commission expires: 8-26-94 DAN TAYLOR, Notary Public This instrument was prepared by: J. Dan Taylor, 3021 Lorna Road, Suite 100, Birmingham, Alfons 321 1 190, 100, 100, 17542

O6/16/1993-17542 12:29 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 006 MCD 184.00