Mortgage America, Inc. P.O. Box 10581 Birmingham, AL 35202-0581 Inst # 1998-08523

03/12/1998-08523 OB:31 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE

LOAN NO. 521118 \*

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 4, 1998 JOHN G. MEYER III and AMBER'S. MEYER. Husband and Wife

. The mortgagor is

("Borrower").

This Security Instrument is given to MORTGAGEAMERICA, INC.

which is organized and existing under the laws of DELAWARE P.O.BOX 43500, BIRMINGHAM, AL 35243-0500 Borrower owes Lender the principal sum of One Hundred Forty Six Thousand Eight Hundred Ninety Two Dollars and no/100

, and whose address is ("Lender").

Dollars (U.S. \$ 1 4 6 , 8 9 2 , 0 0 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not pald earlier, due and payable on April 1, 2028 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals. extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in County, Alabama: SHELBY

Lot 27, according to the Survey of Meadow Brook Townhomes, Phase II, 2nd Sector, as recorded in Map Book 22, Page 4 A & B, in the Probate Office of SHelby County, Alabama.

Subject to existing easements, restrictions, set back lines, rights of way, limitations, if any, of record.

THIS IS A PURCHASE MONEY MORTGAGE, the proceeds of the underlying loan having been applied on the purchase price of the property described herein and conveyed by deed to the mortgagors and recorded simultaneously herewith.

which has the address of

227 MEADOW CROFT CIRCLE

[Street]

BIRMINGHAM [City]

Alabama 3 5 2 4 2 (Zip Code)

("Property Address");

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, 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 COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any

encumbrances of record.

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THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with Ilmited 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 and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the 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 pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.G. \$2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an Institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more 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 any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 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 Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any tien 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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the action's 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 the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

ALABAMA--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT ISC/CMDTAL//0491/3001(9-90)-L PAGE 2 OF 6 FORM 3001 9/90 Amended 5/91 All Insurance policiés and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment chine lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a leasehold. Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to 1 e Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower start a pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage Insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance previously in effect. Use an irretain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required to a the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender remains) provided by an Insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums remained to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give 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 any condemnation or other taking of any part of the Property, or for conveyance in Ileu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Cecurity Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, decided by (b) the fair market value of the Property Immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property In which the fair market value of the Property immediately before the taking in less than the amount of the sums secured immediately before the taking, unless Borrower and Lender of the sum of the sums of the sums secured by the sum of the sums applicable law otherwise provides, the proceeds shall be applied to the sums secured by 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 make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or 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 Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or form over in the cessors in interest. Lender shall not be required to commence proceedings against any successor to report to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by real on of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and decreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument but does not execute the Property under the terms of the country instrument; (b) is mortgage, grant and convey that Borrower's interest in the Property under the terms of the country instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agree that Cender are flany other Borrower may agree to extend, modify, forbear or make any accommodations with regarding the first of the Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a final final final final charges, and that law is finally interpreted so that the interest or other loan charges of the final connection with the loan exceed the permitted limits, then: (a) any such loan charge strongly of the final connection with the loan exceeded the permitted limit; and (b) any sums already collect of the mile of the school of the exceeded permitted limits will be refunded to Borrower. Lender may choose to make the refund by technical the principal owed under the Note or by making a direct payment to Borrower. If a refund refunded to limit, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be character to the rest or by mailing it by first class mail unless applicable law requires use of another method. The restriction of the first to the Property Address or any other address Borrower designates by notice to Lender. Any new restriction of the given by first class mail to Lender's address stated herein or any other address Lender denignate of the first ower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower and in given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by the how of the jurisdiction in which the Property is located. In the event that any provision or clause.

  Note conflicts with applicable law, such conflict shall not affect other provisions of the which can be given effect without the conflicting provision. To this end the provision that and the Note are declared to be severable.

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- 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 interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option. Lender shall give Borrower notice of acceleration. The period of half provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower intuit pay a secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of the derived. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the lender in were

- that the right to have 18. Borrower's Right to Reinstate. If Borrower meets certain conditions. Borrower .... mys or sent teither period enforcement of this Security Instrument discontinued at any time prior to the earlier of ontained in on and the second of the second as applicable law may specify for reinstatement) before sale of the Property persuant to the Ministry this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. that: 11.11 of no Borrower: (a) pays Lender all sums which then would be due under this Security Inc. s incurred 20.3 (0.1) acceleration had occurred; (b) cures any default of any other covenants or agreements such action In enforcing this Security Instrument, including, but not limited to, reasonable attorned 1 010 operty and 3 1 17 as Lender may reasonably require to assure that the lien of this Security Instrument, 1 🔧 Borrower's obligation to pay the sums secured by this Security Instrument shall continue the handed. Up to 1.31 inctive as If reinstatement by Borrower, this Security Instrument and the obligations secured have to no acceleration had occurred. However, this right to reinstate shall not apply in the paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the first of the first of the sold one or more times without prior notice to Borrower. A sale (known as the "Loan Servicer") that collects monthly payments due under the Note of also may be one or more changes of the Loan Servicer unrelated to a sale of the first of the Loan Servicer, Borrower will be given written notice of the change in accordance with part of the Loan Cable law. The notice will state the name and address of the new Loan Servicer and the address of the notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence of any Hazardous Substances on or in the Property, Borrower shall not do, nor allow a gaffecting the Property that is in violation of any Environmental Law. The preceding two sentence, use, or storage on the Property of small quantities of Hazardous Substances that appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, domain and investion of any governmental or regulatory agency or private party involving the Property and domain and domain and domain action by entail or entail or regulatory authority, that any removal or other remediation of any Hazardous Submanecessary, Borrower shall promptly take all necessary remedial actions in accord.

As used in this paragraph 20. Pazardous Substances" are those substances is substances by Environmental Law and the following substances: gasoline, kerosoc petroleum products, toxic pesticides and herbicides, volatile solvents, materials core and radioactive materials. As used in this paragraph 20, "Environmental Law" more and property is located that relate to health, safety or environment.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and arms

rrower's 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to a 17. ~rag**raph** breach of any covenant or agreement in this Security Instrument (but not prior " 1000 muired to 17 unless applicable law provides otherwise). The notice shall specify: (a) the n the cure the default; (c) a date, not less than 30 days from the date the notice is g default must be cured; and (d) that failure to cure the default on or before the ~e **sha**ll result in acceleration of the sums secured by this Security Instrument and saassert further inform Borrower of the right to reinstate after acceleration and the righnot the non-existence of a default or any other defense of Borrower to acceler diin full of cured on or before the date specified in the notice. Lender at its option may reand any all sums secured by this Security Instrument without further demand and many ur**suing** other remedies permitted by applicable law. Lender shall be entitled to collect .)6 d costs of the remedies provided in this paragraph 21, including, but not limited to, remain title evidence.

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If Lender invokes the power of sale, Lend In paragraph 14. Lender shall publish the not published in SHELBY the highest bidder at public auction at the fro	lice of sale once a week for three compact County, Alabama, and the mujion	irrin <b>e w</b> he <b>ks i</b> e r i filhall sell the	rer provided reperty to rehall
deliver to the purchaser Lender's deed convi Property at any sale. Borrower covenants an	eying the Property. Lender or its designed diagrees that the proceeds of the sale shi	e may purchas. at the applied	s the sifte sift <b>) to all</b>
following order: (a) to all expenses of the sal sums secured by this Security Instrument; as	nd (c) any excess to the person or par	ringh "y but	o it.
22. Release. Upon payment of all sums se Instrument without charge to Borrower. Borrow	ecured by this Security Instrument, Lending	Trot Bodt	∽u <b>rlty</b>
23. Waivers. Borrower waives all rights of curtesy and dower in the Property	homestead exemption in the Proportion in the	e i sakti pase aj	this of
24. Riders to this Security Instrument. If with this Security Instrument, the covenants and amend and supplement the covenants and agriculty Instrument. [Check applicable box(es)	d agreements of each such ride: ** '	10.11	Hogether Shall Sof this
Adjustable Rate Rider		1. 1. 1. 1. 1.	ler 
☐ Graduated Payment Rider ☐ Balloon Rider	☐ Planned Unit Development Bider ☐ Rate Improvement Bider	**	nt <b>Rider</b> fer
Other(s) [specify] BY SIGNING BELOW, Borrower accepts a Instrument and in any rider(s) executed by Borrower.	nd agrees to the terms and covenants of a rower and recorded with it.	11m 1 C	•
Fruh Chy	JOHN G. MINISTER S. MINISTER		(See
	-BdNewer		- S#4
[Space	e Below This Line For Acknowledgment]		
STATE OF ALABAMA, JEFFERSON		Contypes:	
·	ertify that JOHN 6. MEYER III A	n *1nt R A M R	Public In MEYER
husband and wife whose name(s) are signed to the foregoi before me that, being informed of the contents their act on the day the same bears d	s of the conveyance they executor!	or a more and to	'ged ind as
Given under my hand and seat of office th	is 4th day of March 1998	Mm	
My Commission expires: 11/20/2000	Notary Public		
	Bynum ce Park Circle ham. AL 3522	~-	

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