Loan No. 4897721 Instrument Prepared by:

Record & Return to SOUTHTRUST MORTGAGE CORPORATION 210 WILDWOOD PARKWAY BIRMINGHAM, ALABAMA 35209 Inst # 1999-07568

O2/23/1999-07568
O1:36 PM CERTIFIED
SHELTY COUNTY JUNE OF PROMATE
106 CRH 224.85

(Space Above This Line For Recording Data) MORTGAGE			
THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 5, 1999			
The grantor is MARGARET LANG, AN UNMARRIED WOMAN and Lynda L. Cale, an unmarried woman ("Borrower"). This Security Instrument is given			
SOUTHTRUST MORTGAGE CORPORATION , which is organized and existing			
under the laws of THE STATE OF DELAWARE Tender Tender			
210 WILDWOOD PARKYAT BIRMINGIAM, PLADAMS 55205			
Borrower owes Lender the principal sum of One Hundred Thirty Five Thousand Nine Hundred and 00/100			
Dollars (U.S. \$ 135,900,00). This debt is evidenced by Borrower's note dated the same date a			
this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payab!			
on MARCH 1, 2029 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 a			
other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the per-			
formance 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 th			
following described property located in SHELBY County, Alabama			
Lot 99, according to the Final Record Plat of Greystone Farms, Guilford Place, Phase I, as recorded in Map Book 20, Page 105, in the Probate Office of Shelby County, Alabama. Being situated in Shelby County, Alabama.			
Margaret Lang, mortgagor herein, is one and the same as Margaret Ruth Lang.			
which has the address of 4509 GUIL FORD CIRCLE BIRMINGHAM			
which has the address of			
Alabama <u>35242- </u>			
(Elp Code)			
TO LINE AND TO LIOLD AND TO LIOUR AND THE COMMENT AND LONDON AND LONDON AND ASSESSMENT AND			
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			
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of recor			
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any e			

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.

ALABAMA -Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

TON T. SWEENEY, ATTORNEY AT LAW

cumbrances of record.

GFS Form G000010

Form 3001

Initials:....

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 in surance 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.C. Section 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; Liena. 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 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; (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 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 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.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, 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 car rier 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 oftered 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.

Form 3001, 9/90, (page 2015 pages)

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 amounts 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 of the 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 maccurate 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 the 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 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 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 premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required 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 be tween Borrower and Lender or applicable law.
- 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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to 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, divided 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 is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by 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.

Form 3001 9/90 (page 3 9/ 5 pages

- 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 Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements 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 only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this 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 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 under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared 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 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 notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.
- Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also 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 Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The 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 of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

Initials (page 4 of supages)

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substantces by Environmental Law and the following substances: gesofine, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing sebestos or formaldehyde and radioactive materials. As used in this paragraph 20, "Environmental Law" means tederal laws and laws of the jurisdiction where the Property is

located that 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 breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 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 paragraph 21, including, but not limited to, reasonable attorneys' less 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 paragraph 14. Lander shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in County, Alabama, and thereupon shall sell the Property to the highest bidder at SHELBY 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' tees; (b) to all sums secured by this Security Instrument; and (c) any excess to 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 instrument without charge to Borrower. Borrower shall pay any recordation costs. 23. Walvers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of our tesy and dower in the Property. 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)] 1-4 Family Rider Condominium Rider Adjustable Rate Rider Biweekly Payment Rider Planned Unit Development Rider Graduated Payment Rider Second Home Rider Rate Improvement Rider Balloon Rider Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it Witnesses: MARGARET LANG by her Attorney Social Security Number Lynda L. Cale nax (Seal) Borrower LYNDA L. CALE Social Security Number _ (Seal) ·Borrower Social Security Number _____ (Seal) -Borrower Social Security Number ___ Form 3001 9/90 (page 5 of 5 pages) [Space Below This Line For Acknowledgment] STATE OF ALABAMA I, the undersigned, a Notary Public, in and for said county in said state, hereby

certify thatLYNDA L. CALE, individually, and LYNDA L. CALE, as Attorney-in-Fact for MARGARET LANG, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of this instrument, she executed the same voluntarily, individually, and acting within the scope and power of said power of attorney, in her capacity as Attorney-in-Fact for MARGARET LANG on the day the same bears date. Given under my hand and seal of office this 5th day of February, 1999.

Notary Public: My Commission Expires: 05/29/99 This Instrument Prepared By: Clayton T. Sweeney, 2700 Highway 280, Suite 290E, Birmingham, AL 35223

Clayton Ty

PLANNED UNIT DEVELOPMENT RIDER

• ••• • • • • • • • • • • • • • • • • •	R is made this day ofFEBI	RUARY, 1999
and is incorporated into and shall be deemed to a	amend and supplement the Mortgage, Deed of	Trust of Security
Deed (the "Security Instrument") of the same date	, given by the undersigned (the "Borrower") to s	ecure Borrower,
Note to SOUTHTRUST MORTGAGE CORPORATIO	N	(the "Lender")
of the same date and covering the Property descri	ibed in the Security Instrument and located at	
1509 GUILFORD CHICLE, BIRMINGSTOWN, ALABAMA SC	(Property Address)	
The Property includes, but is not limited to, a pa	arcet of land improved with a dwelling, together	r with other such
parcels and certain common areas and facilities, a	as described inDeclaration of Covenar	ts and
Restrictions of record		
······································	<u> </u>	-
the "Declaration"). The Property is a part of a plan	nned unit development known as	
GREYSTONE FARMS, MILL CREEK	LNUMBOR	
(the "PUD"). The Property also includes Borrow	on of Planned Unit Development] For interest in the homeowners association of	equivalent entity
owning or managing the common areas and facilit	ities of the PUD (the "Owners Association") and "	the uses, benefits
and proceeds of Borrower's interest.		
PUD COVENANTS. In addition to the c	covenants and agreements made in the Sec	curity Instrument
Borrower and Lender further covenant and agree	as follows:	
A. PUD Obligations. Borrower shall perfe	orm all of Borrower's obligations under the P	UD's Constituent
Documents. The "Constituent Documents" are th	ie. (i) Declaration; (ii) articles of incorporation, to	rust instrument or
any equivalent document which creates the Owne	ers Association; and (iii) any by-laws or other ru	les or regulations
of the Owners Association. Borrower shall promi	ptly pay, when due, all dues and assessments i	mposeo pursuani
o the Constituent Documents.	was Association maintains, with a gaparally ac	conted incurance
B. Hazard Insurance. So long as the Owlcarrier, a "master" or "blanket" policy insuring the	ners Association maintains, with a generally ac	which provides in-
surance coverage in the amounts, for the period	de and anainst the hazards Lender requires. I	including fire and
hazards included within the term "extended cover	race." then:	
(i) Lender waives the provision in Uni	form Covenant 2 for the monthly payment to Le	nder of the yearly
premium installments for hazard insurance on the		
(ii) Borrower's obligation under Unifo	orm Covenant 5 to maintain hazard insurance	coverage on the
Property is deemed satisfied to the extent that the	required coverage is provided by the Owners A	ssociation policy
	of any lapse in required hazard insurance cover	rage provided by
the master or blanket policy.	reason are cooks in liquiof restoration or repair t	ollowing a loss to
in the event of a distribution of nazaro insu- the Property, or to common areas and facilities of	urance proceeds in lieu of restoration or repair to	are hereby assign
ned and shall be paid to Lender. Lender shall ap	inly the proceeds to the sums secured by the Se	ecurity Instrument.
with any excess paid to Borrower.	ply the proceeds to the barrier countries by the	,
C. Public Liability Insurance. Borrower s	shall take such actions as may be reasonable	to insure that the
Owners Association maintains a public liability	y insurance policy acceptable in form, amous	nt, and extent of
coverage to Lender.		
D. Condemnation. The proceeds of any	award or claim for damages, direct or consequ	iential, payable to
Borrower in connection with any condemnation	or other taking of all or any part of the Proper	y or the common
areas and facilities of the PUD, or for any convey	yance in lieu of condemnation, are nereby assign	gned and Shall De
paid to Lender. Such proceeds shall be applied	d by Lender to the sums secured by the Secu	ney monunciae de
provided in Uniform Covenant 9. E. Lander's Relat Consent - Barrower sh	all not, except after notice to Lender and with L	ender's poor writ
ten consent, either partition or subdivide the Prop		,
(i) the abandonment or termination of	f the PUD, except for abandonment or termination	on required by law
in the case of substantial destruction by fire or		
eminent domain;		
(ii) any amendment to any provision	of the "Constituent Documents" if the provision	is for the express
benefit of Lender;		
	nagement and assumption of self-managemen	nt of the Owners
Association; or	a attact of conducing the public liability incuranc	se coverage main.
	e effect of rendering the public liability insurance	e coverage main
tained by the Owners Association unacceptable to	JD dues and assessments when due, then Lend	ler may pay them
Any amounts disbursed by Lender under this pa	aragraph F shall become additional debt of Bor	rower secured by
the Security Instrument. Unless Borrower and Le	ender agree to other terms of payment, these a	mounts shall bear
interest from the date of disbursement at the Not	e rate and shall be payable, with interest, upon r	notice from Lender
to Borrower requesting payment.		
BY SIGNING BELOW, Borrower accepts and agree	ees to the terms and provisions contained in this	; PUD Rider
$\mathcal{D}_{\mathbf{h}}$	10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
/ Managarot X. Jung	_ (Seal)	(Seal)
marine dies er en	Barrower LYNDA L. CALE	F 11 **
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Marie	_ (Seal)	(Sean
V U	_ (Seal)	
	_ (Seal)	(Seal)
	-Burrower	Eliert wer
MULTISTATE PUD RIDER-Single Family- Fant	nie Mae/Freddie Mac UNIFOBM INSTRUMEN	T Form 3150 f
MULTISTATE PUD RIDER-Single Family- Fann GFS Form G000355(5F29)	05/53/1393-01300	Page 1 of 1

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