03/22/1999-11698 08:49 AN CERTIFIED NO. 10045

SHELDY COUNTY JUNCE OF PRODUTE

011-4436552-203B

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1234117

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 2, 1999
The grantor is MARK R. YOUNG AND MARY Q. YOUNG, husband and wife,

("Borrower"). This Security Instrument is given to MBI MORTGAGE 1960, INC.

which is organized and existing under the laws of THE STATE OF TEXAS address is 419 CENTURY PLAZA DRIVE, #250, HOUSTON, TEXAS 77073

and whose

("Lender") Borrower owes Lender the Praisonn sof

NINETY THREE THOUSAND EIGHT HUNDRED SIXTY FIVE AND NO. / 100

Dollars (U.S. \$ 93,865.00) This debt is evidenced by Borrower's note dated the same date is this become instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier due and payment MARCH 01, 2029 . This Security Instrument secures to Lender (a) the repayment of the dept evidence is the Note; with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other same with interest, advanced under Paragraph 7 to protect the security of this Security Instrument, and (c) the performance of Borrower does hereby mortly the covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortly the grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property is calculated.

SHELBY County Alabama

LOT 1, ACCORDING TO THE SURVEY OF CLEARYLAND SUBDIVISION, AS RECORDED IN MAP BOOK 10, PAGE 95, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

which has the address of

95 EGG AND BUTTER ROAD.

COLUMBIANA

. 7 *,

Alabama

35051 [Zip Code]

("Property Address");

(Street)

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 thereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the toregoing is referred to in this Security Instrument as the "Property."

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

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of late charges due under the Note

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FILA Mahama Mortgage 1626.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment leighther with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums/for insufance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Househie and Urban Development ("Secretary"), or in any year in which such premium would have been required it Lender sull-held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premaunation is paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium it this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds "

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the movement amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974-1535 857 2601 ct seq and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time a RESPA was a the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements because the Born section of a available in the account may not be based on amounts due for the mortgage insurance premium

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA. Lender state according Borrower for the excess funds as required by RESPA. If the amounts of finds held by Lender of any time are a conto pay the Escrow items when due, Lender may notify the Borrower and require Borrover, is make of the scribble by RESPA

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Boar, wer tender to Lender the full payment of all such sums. Borrower's account shall be credited with the balance remaining for all a static of items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure said of the Process of its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments in its (a), (b), and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard mannager premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property whether new a existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lei for tell of unsurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall be Insure all improvements on the Property, whether now in existence or subsequently erected, against loss by thools to the existence of subsequently erected, against loss by thools to the existence of subsequently erected, against loss by thools to the existence of subsequently erected, against loss by thools to the existence of subsequently erected, against loss by thools to the existence of subsequently erected, against loss by thools to the existence of subsequently erected, against loss by thools to the existence of subsequently erected, against loss by thools to the existence of subsequently erected, against loss by thools to the existence of subsequently erected, against loss by thools to the existence of subsequently erected, against loss by thools to the existence of subsequently erected, against loss by the existence of subsequently erected, against loss by the existence of the existence orespired by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies is a secondrenewals shall be held by Lender and shall include loss payable clauses in tayor of, and in a form acceptable to Lende

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make provided as the first promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment by soil directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applyby Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, to be any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restorable of or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the durater of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insulates proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be , paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser

- 5. 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 (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines have requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or desire, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Leader 2.45 inspect the Property if the Property is vacant or abandoned or the loan is in detail. Leader may take reasonable in protect and preserve such vacant or abandoned Property. Borrower shall also be in detault if Borrower statute the conapplication process, gave materially false or maccurate information or statements to Lender (or failed to provide for let a my material information) in connection with the loan evidenced by the Note, including, but not limited to represent the concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leaset-Borrower shall comply with the provisions of the lease. If Borrower acquires tee title to the Property, the leasehold and treath a shall not be merged unless Lender agrees to the merger in writing
- 6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with a connectio condemnation or other taking of any part of the Property, or for conveyance in place of condemnation are hereby essent i and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and the Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Securit Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment it principle Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments while are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required in pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto-

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7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on tripe directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments

If Borrower fails to make these payments or the payments required by Paragraph 2 or fails to perform the first of the and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect i craft to a contained in this Security Instrument, or there is a legal proceeding that may significantly affect i craft to a contained in this Security Instrument, or there is a legal proceeding that may significantly affect i craft to a contained in this Security Instrument, or there is a legal proceeding that may significantly affect i craft to a contained in this Security Instrument, or there is a legal proceeding that may significantly affect it craft to the contained in this Security Instrument, or there is a legal proceeding that may significantly affect it craft to be a contained in this Security Instrument, or there is a legal proceeding that may significantly affect it craft to be a contained in this Security Instrument, or there is a legal proceeding that may significantly affect it craft to be a contained in the contained and the contained and the contained and the contained are contained as a contained at the contained and the contained are contained as a contained at the contained and the contained are contained at the contained at th in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations) made by the do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property of course of the of taxes, hazard insurance and other items mentioned in Paragraph 2

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Bernewer of the above by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate and a district Lender, shall be immediately due and payable

Borrower shall promptly discharge any hen which has priority over this Security Instrument unless Borrower (10) articles writing to the payment of the obligation secured by the Iten in a manner acceptable to Lender, (b) contests in good factor as facor detends against enforcement of the hen in, legal proceedings which in the Lender's opinion operate to prevent the circ recinci of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien in this School Instrument. If Lender determines that any part of the Property is subject to a hen which may attain priority over this Sections Instrument, Lender may give Borrower a notice identifying the hen. Borrower shall satisfy the lien or take one of those 17% of the set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary

9. Grounds for Acceleration of Debt.

- (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults require immediate payment in full of all sums secured by this Security Instrument it
 - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security listicine data. or on the due date of the next monthly payment or
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations confuncti Security Instrument
- (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 344 (d) of the Gain-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary require immediate payment in full of all sums secured by this Security Instrument if
 - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property (8 % 13 % otherwise transferred (other than by devise or descent), and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence in the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in icc idence with the requirements of the Secretary
- (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in that the leads does not require such payments, Lender does not waive its rights with respect to subsequent events
- (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's right in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Institute 2 does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary
- (e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible. for insurance under the National Housing Act within 90 NINETY DAYS from the date hereof, Lender may, at the optical require immediate payment in full of all sums secured by this Security Instrument. A written statement of any office Act from the date hereof deciming 6 moure it. agent of the Secretary dated subsequent to 90 NINETY DAYS Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Note that it foregoing, this option may not be exercised by Lender when the an availability of aisurance is a dely that to be a to remit a mortgage insurance premium to the Secretary
- 10. Reinstatement. Borrower has a right to be remstated it Lender has required immediate payment in fail because it Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after facer ours proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump same all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security hierarchic forcelesure costs and reasonable and customary attorney's fees and expenses properly associated with the forcelescal procures Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect is if I close. had not required immediate payment in full. However, Lender is not required to permit reinstatement it. (i) Lender has need, to reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the first and inremstatement will adversely affect the priority of the hen created by this Security Instrument
- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment of modificate to of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrowe's shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or reluse to extend time for payment or otherwise modify and to take of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's success to in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercising any right or remedy.
 - 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Secret Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b) Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security are through but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that from were

interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the pains sequred by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear of thiske any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's accommodation with regard to the terms of this Security Instrument or the Note without that Borrower's accommodation with regard to the terms of this Security Instrument or the Note without that Borrower's accommodation with regard to the terms of this Security Instrument or the Note without that Borrower's accommodation with regard to the terms of this Security Instrument or the Note without that Borrower's accommodation with regard to the terms of this Security Instrument or the Note without that Borrower's accommodation with regard to the terms of this Security Instrument or the Note without that Borrower's accommodation with regard to the terms of this Security Instrument or the Note without that Borrower's accommodation with regard to the terms of this Security Instrument or the Note without that Borrower's accommodation with regard to the terms of this Security Instrument or the Note without that Borrower's accommodation with the Note without that Borrower's accommodation with the Note without the Note with the Note with Note without the Note without the Note with Not

- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Additionary of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to I content address stated herein or any address Lender designates by notice to Borrower. Any notice provided to in this Security Editions shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the statistical in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note which can be 234 with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be 234 effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are 46.1 doi: 100.000 be severable.
 - 15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument
- 16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazard Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in verificitly any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of strategrantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to manufacturities 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 Substances affecting the Property is necessary. Borrower shall principly take a necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous value one invironmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this P sam apparatus of the purisdiction where the Property is located that refree 1 and 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that refree 1 and 16, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of my leovenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property has trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and it is assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee to benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that was a lighter from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of a function to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any applicable of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment is remained the Property shall terminate when the debt secured by the Security Instrument is paid in full.

- 18. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender 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 18, including, but not limited to, reasonable attorney's fees and costs of title evidence.
 - if Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in Paragraph 13. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in SHELBY County, Alabama, and thereupon shall seil the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorney's fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument. (add 10%) the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

20. Waivers. Borrower waives all rights of homestead aurtesy and dower in the Property.		
21. Riders to this Security Instrument. If one or more resecurity Instrument, the covenants and agreements of each such the covenants and agreements of this Security Instrument as applicable box(es)]	ders are executed by Borrower and recorded together the shall be incorporated into and shall amend and if the rider(s) were a part of this Security Instruction.	her Williams d supplement nent (Clack
Grown Grown	ig Equity Rider Diher [specify] Other [specify]	
BY SIGNING BELOW, Borrower accepts and agrees to and in any rider(s) executed by Borrower and recorded with	the terms and covenants contained in this Second	1.5 (1.18 · ·
Witnesses:	1/ as/12	
	MARK R. YOUNG	р. I . I
	MARY Q. YOUNG	(Se v.) Junioses
		(Sear) Borower
		(Seal)
		Inoptions to
[Space Above This	Line For Acknowledgment)	
STATE OF ALABAMA, SHELBY	County 88:	
1 Clayton T. Sweeney,		
a Notary Public in and for said county and in said state. I	hereby certify that	
MARK R. YOUNG AND MARY Q. YOUNG foregoing conveyance, and who is/are known	whose name(s) is/are to me, acknowledged before me on this day that, being	signed 5 (to gunterined of the
contents of the conveyance, he/she/they	executed the same voluntarily on the 2nd MARCH, 1999	ie iris uie ara
Given under my hand and sear or other		
My commission expires: 05/29/99 Clay	ton T. Sweeney Notary Public	
· .		
THIS DOCUMENT WAS PREPARED BY: Clayton T. Sweeney 2700 Highway 280, Suite 290E Birmingham, AL 35223		
RETURN ORIGINAL TO: OLD KENT MORTGAGE COMPANY	•	
PO BOX 204 GRAND RAPIDS, MICHIGAN 49501-0204	szaltkitelkiili a (PTC)Ni	
SECONDARY MARKETING OPERATIONS FINAL DO	Inst # 1999-11698	
•	03/22/1999-11698 08:49 AM CERTIFIED	

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