

WHEN RECORDED, MAIL TO:  
GREENPOINT CREDIT  
12250 KIRKHAM ROAD  
POWAY, CA 92064

Inst # 1999-45358

11/03/1999-45358  
10:42 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
008 CJ1 143.90

5347735

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 22, 1999. The Mortgagor is  
THOMAS L. BRIGHT and wife,  
MARY ANN BRIGHT

whose address is 680 DOROUGH RD, COLUMBIANA AL 35051 ("Borrower").

This Security Instrument is given to  
GREENPOINT CREDIT, LLC  
which is organized and existing under the laws of Delaware, and whose  
address is PO BOX 385000, BIRMINGHAM AL

("Lender"). Borrower owes Lender the principal sum of

\*\* SEVENTY EIGHT THOUSAND FIVE HUNDRED TWENTY ONE AND 38/100

Dollars (U.S. \$ 78,521.38). This debt is evidenced by Borrower's Note, Disclosure and Security Agreement  
dated the same date as this Security Instrument ("Agreement"), which provides for monthly payments, with the full debt, if  
not paid earlier, to be due and payable on OCTOBER 22, 2029

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Agreement, with interest, and  
all renewals, extensions and modifications of the Agreement; (b) the payment of all other sums, with interest, advanced  
under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants  
and agreements under this Security Instrument and the Agreement. 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 SHELBY County, Alabama:

>>>> SEE ATTACHED LEGAL DESCRIPTION <<<<

INCLUDING the following Manufactured Home:

PALM HARBOR HOM	(make) 7012	(model)	28X66 (size)
2000 (year) PH14 11071A		PH14 11071B	(serial number(s))

which has the address of 680 DOROUGH RD, COLUMBIANA  
Alabama 35051 ("Property Address");  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,  
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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.

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

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement and any prepayment and late charges and any other charges due under the Agreement.
2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 shall be applied: first, to interest due; second, to principal; third, to late charges; and last to any other charges due under the Agreement.
3. **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 directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and 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 forfeiture of any part of the Property; 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.
4. **Hazard 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 as described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the collateral in accordance with paragraph 6. 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 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 paragraph 1 or change the amount of the payments. If under paragraph 20 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.
5. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, other than in accordance with the Agreement, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
6. **Protection of Lender's Rights in the Property; Mortgage Insurance.** 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 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 attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 6 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 Agreement rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.
7. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property.



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.

**17. Prior Notice and Opportunity to Correct Broken Promise.** Lender will give Borrower prior notice and an opportunity to make up a missed payment or correct a broken promise as required by Section 501 of the Depository Institutions Deregulation and Monetary Act of 1980 (or the regulation which implements it.) The statute (and regulation) do not require Lender to give Borrower prior notice before repossession or requiring payment of the entire balance if either (a) Borrower has abandoned the manufactured home, (b) other extreme circumstances apply such as where Borrower has threatened to do damage to the manufactured home, or (c) this would be Borrower's third notice in any one year.

**18. Sale of Agreement; Change of Loan Servicer.** The Agreement or a partial interest in the Agreement (together with this Security 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 Agreement and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Agreement. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 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.

**19. 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.

As used in this paragraph 19, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 19, "Environmental Law" means federal 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:

**20. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or Agreement (but not prior to acceleration under paragraph 16 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 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in 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 sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.



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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.

As used in this paragraph 19, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 19, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

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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 sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

Initials: *AB*  
*M. AB*

21. **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 a fee to Borrower for releasing this Security Instrument unless prohibited under applicable law.
22. **Waivers.** Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.
23. **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)]

☐ Adjustable Rate Rider

☐ Other(s) [specify]

☐ Construction Loan Rider

☐ Security Agreement

24. **Security Agreement.** This Security Instrument is intended to be a security agreement, pursuant to the Uniform Commercial Code for any building materials, appliances, and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the Property and any of the items specified in the Security Instrument as part of the Property, which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a first and prior security interest in said items. Borrower agrees that Lender may file this Security Instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Security Instrument or of any other security agreement or financing statement shall be sufficient as well as extensions, renewals and amendments thereof, and reproductions of this Security Instrument in such form as Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Security Instrument, including the covenants to pay when due all sums secured by this party under the Uniform Commercial Code, Lender may also invoke, at Lender's option, the remedies provided in Paragraph 20 of this Security Instrument as to such items. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in Paragraph 20 of this Security Instrument.

**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:

  
THOMAS L. BRIGHT (Seal)  
-(Borrower)

  
MARY ANN BRIGHT (Seal)  
-(Borrower)

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

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



STATE OF ALABAMA,

County ss:

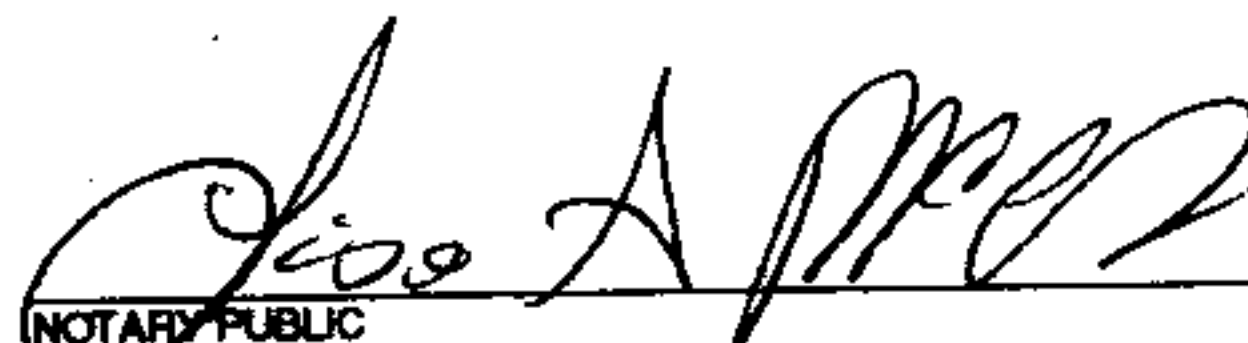
On this 22nd day of October, 1999, the undersigned  
a Notary Public in and for said county and in said state, hereby certify that

THOMAS L. BRIGHT AND WIFE, MARY ANN BRIGHT

whose name(s) are signed to the foregoing conveyance, and who are known to me, acknowledged  
before me that, being informed of the contents of the conveyance, they executed the same voluntarily and as  
their act on the day the same bears date.

Given under my hand and seal of office this 22nd day of October, 1999.

My Commission Expires:

  
NOTARY PUBLIC

My Commission Expires 11-11-2000

This instrument was prepared by  
GREENPOINT CREDIT, LLC

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## EXHIBIT "A"

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Commencing at the Northeast Corner of the Southeast Quarter of the Northwest Quarter of Section 7, Township 20 South, Range 1 East, Shelby County, Alabama; thence North 85 degrees 29 minutes 00 seconds West, a distance of 418.38 feet more or less to the West Right of Way Line of Shelby County Road No. 445; thence South 8 degrees 50 minutes 00 seconds West along said road right of way for a distance of 47.14 feet; thence South 4 degrees 26 minutes 00 seconds West along said road right of way line for a distance of 91.08 feet; thence South 0 degrees 50 minutes 00 seconds West along said road right of way line for a distance of 25.00 feet for the Point of Beginning; thence continuing Southerly along said road right of way line for a distance of 70.31 feet; thence South 1 degree 57 minutes 00 seconds West along said road right of way line for a distance of 101.13 feet; thence South 14 degrees 30 minutes 00 seconds West along said road right of way for a distance of 105.41 feet; thence North 85 degrees 29 minutes 00 seconds West a distance of 149.81 feet; thence North 06 degrees 26 minutes 19 minutes East, a distance of 278.61 feet; thence South 84 degrees 09 minutes 51 seconds East, a distance of 149.73 feet to the Point of Beginning.

*Alvin F. Bright*  
*Mary Ann Bright*

**AFFIXATION AFFIDAVIT REGARDING MANUFACTURED  
(AND FACTORY BUILT) HOUSING UNIT**



Inst # 1999-45358

11/03/1999-45358

10:42 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

To be Recorded with the Security Instrument 143.90

This Affixation Affidavit Regarding Manufactured (and Factory Built) Housing Unit is incorporated into and shall be deemed to amend and supplement the Mortgage, Security Deed or Deed of Trust and any and all riders or amendments thereto (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's obligation under the Note, Disclosure and Security Agreement of the same date to Lender and secured by the property described in the Security Instrument (the "Property").

In addition to the covenants and agreements made in the Security Instrument, Borrower covenants and agrees as follows:

1. The manufactured housing unit located or to be located at the Property is or will be permanently affixed to a foundation and will assume the characteristic of site-built housing.
2. The wheels, axles, towbar, or hitch were or will be removed when said manufactured housing unit was or is placed on its permanent site.
3. All foundations, both perimeter and piers for said manufactured housing unit have or will have footings that are located below the frost line or in compliance with local building codes or requirements.
4. If piers are used for said manufactured housing unit, they will be placed where said housing unit manufacturer recommends.
5. If state law so requires, anchors for said manufactured housing units will be provided.
6. The manufactured housing unit is or will be permanently connected to a septic or sewage system and other utilities, such as electricity, water and natural gas.
7. No other lien or financing affects said manufactured housing unit, other than those disclosed in writing to Lender.
8. Said manufactured housing unit has been built under the Federal Manufactured Home Construction and Safety Standards that were established June 15, 1976.
9. The foundation system of the manufactured housing unit has been or will be designed by an engineer, if required by state or local building codes, to meet the soil conditions of the site.
10. Borrower(s) acknowledges his or her intent that said manufactured housing unit will be a fixture and part of the Property securing the Security Instrument.
11. The manufactured housing unit will be assessed and taxed as an improvement to the Property. I/We understand that if Lender does not escrow for these taxes, that I/we will be responsible for payment of such taxes.
12. If the land is being purchased, such purchase and said manufactured housing unit represent a single real estate transaction under applicable state law.

THOMAS L. BRIGHT

BORROWER

MARY ANN BRIGHT

BORROWER

HSUS0580-0998

A handwritten signature in dark ink, appearing to read "Thomas L. Bright", written over a horizontal line.

BORROWER

A handwritten signature in dark ink, appearing to read "Mary Ann Bright", written over a horizontal line.

BORROWER