Loan No. **\$46673**1 Instrument Prepared by:

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Record & Passin to
SOUTHWEST MORTBAGE CORPORATION
210 WILLIAMS PARKWAY

Inst # 2000-14507 05/03/2000-14507 05/03/2000-14507 SHELBY COUNTY NINCE OF PRODUCE 005 NNS 241.70

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	MORTGA	GE .
THIS MORTGAGE (*	Security instrument") is given on _AFFIL_2	-
	CHAPTER AND THEMS CHOMMEDS, IAME	·····
		("Borrower"). This Security Instrument is given
ACCUTATIONAL MORTOAGE		which is organized and excels
· 	CHARLEST ALABAMA 25200	and whose address ("Land
	principal sum of One Handred Forty Bate	
Dollars (U.S. \$ 148.800)	,,,,	ovidenced by Borrower's note dated the same date as
		, with the full debt, if not paid earlier, due and psyable
on MAY 1, 2000		instrument secures to Lender: (a) the repayment of the and modifications of the Note; (b) the payment of all
		security of this Security Instrument; and (c) the per-
		curity instrument and the Note. For this purpose.
Borrower does hereby mort	gage, grant and convey to Lender and Lend	der's successors and assigns, with power of sale, the
following described property	located in <u>SHEELBY</u>	County, Alabert
LOT 25 ACCORDING	TO THE SHOULD OF SHOWY MEA	ADOMS. 3-4 SECTOR, AS RECORDED
:	•	ADOWS, 3rd SECTOR, AS RECORDED DEFICE OF SHELBY COUNTY, ALABAMA.
IN MAP BOOK 9, PA	AGE 91 ASB IN THE PROBATE O	DOWS, 3rd SECTOR, AS RECORDED OFFICE OF SHELBY COUNTY, ALABAMA.
IN MAP BOOK 9, PA	•	
IN MAP BOOK 9, PAMINERALS AND MINI	AGE 91 ASB IN THE PROBATE OF RIGHT'S EXCEPTED.	
IN MAP BOOK 9, PAMINERALS AND MINI	AGE 91 ASB IN THE PROBATE O	
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IN MAP BOOK 9, PARILE AND MINISTELS IS A PURCHASE which has the address of	AGE 91 ASB IN THE PROBATE OF RIGHT'S EXCEPTED.	
IN MAP BOOK 9, PAMINERALS AND MINI THIS IS A PURCHAS which has the address of Alsbarne _NEAC.	AGE 91 ASB IN THE PROBATE OF ING RIGHTS EXCEPTED. RE MONEY HORTGACK. (Street, Control of Control	OFFICE OF SHELBY COUNTY, ALABAMA.
IN MAP BOOK 9, PAMINERALS AND MINI	AGE 91 ASB IN THE PROBATE OF ING RIGHTS EXCEPTED. RE MONEY HORTGACK. (Street, Control of Control	OFFICE OF SHELBY COUNTY, ALABAMA.

hereafter a part of the property. All regiscoments and additions shall also be govered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully select of the estate hereby conveyed and has the right to mortosce, grant and convey the Property and that the Property is unencumbered, expect for encumbrances of record

BORROWER COVENANTS that Borrower is lawfully select of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unancumbered, 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.

ALABAMA -Single Family - Fenrile film/Freddle Mac UNFORM WETRUNEDIT OFS Form G000010 (6210) Form 3001 9/80 (page 1 of 5 pages)

UNIFORM COVENIANTS. Berrower and Lorder severant and agree as follows:

1. Payment of Principal and Interest, Propagation and Late Charges. Borrower shall promptly pay when due the principal of and interest on the dubt evidenced by the Hote and any propayment and late charges due under the Note.

2. Purels for Taxes and Insurance. Subject to applicable law or to a written waiver by Lander, Scrower shall pay to Lander en the day mortifly payments are due under the Hote, until the Note is paid in full, a sum ("Funde") for: (a) yearly tends and attacements within privile) over this Sepurity Instrument as a tien on the Property; (b) yearly tensehold payments or ground rents on the Property. If any; (c) yearly hazard or property insurance premiums; (d) yearly food insurance premiums, if any; (e) yearly mortigage insurance premiums, if any; and (f) any sums payable by Borrower to Lander, in accordance with the provisions of paragraph 8, in they of the payment of mortgage insurance premiums. These items are called "Escrow items." Lander may, at any time, collect and hold Funde in an amount not to exceed the maximum amount a tender for a federally related mortgage town may require for Borrower's secrow account under the federal Real Estate Settlement Procedures Act of 1974 as immended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funde sets a lesser amount. If so, Lander may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lander may settlement of Funds due on the basis of current data and rescondance 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 paye 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 Lander 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 riscsessing 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 lest, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all lastes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and lessehold 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 paragraph owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Sorrower 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 fien by, or defende against enforcement of the lien in, legal proceedings which in the Lander'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. History or Property Insurance. Borrower shall keep the Improvements now existing or hereafter crected on the Property Insured against lose by fire, hezards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lander requires insurance. This insurance shall be maintained in the amounts and for the periods that Lander requires. The insurance carrier providing the insurance shall be chosen by Sorrower subject to Lander's approval which shall not be unreasonably withheld. If Sorrower fails to maintain coverage described above, Lander may, at Lander's option, obtain coverage to protect Lander'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 carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lander and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property demaged. If the restoration or repair is economically feesible or Lander's security would be lessened, the insurance proceeds shall be applied to the nums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower abendone the Property, or does not answer within 30 days a notice from Lander that the insurance carrier has offered to settle a claim, then Lander may collect the insurance proceeds. Lander 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.

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Unless Lanter and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpose the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amounts of the payments. If under pasagraph 21 the Property is acquired by Lander. Borrower's right to any insurance policies and proceeds resulting their distributed to the Property prior to the acquirellon shall past to Lander to the extent of the sums secured by this Security Instrumentalists prior to the acquirellon.

injuries, Presignation, Midulescence and Prejection of the Property; Borrower's Loan Application; Laccoholds. Specimen with accuse, estimate, and use the Property as Borrower's principal residence within sixty days after the executest of this Becurity instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of cocupancy, unless Lander offerwise egrees in writing, which consent shell not be unresecutibly withheld, or unless externating circumstances exist which are beyond Borrower's control. Borrower shall not destroy. demage 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 meterially impair the tien 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 Sen created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the toen application process, gave materially false or inaccurate information or statements to Lander (or failed to provide Lander with any material information) in connection with the town 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 teasehold, Borrower shall comply with all the provisions of the lease. If Botrower acquires toe title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lendar's Hights in the Property. If Borrower falls to perform the covenants and agreements contained in this Security Instrument, or there is a tegal proceeding that may significantly affect Lendar's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce lews or regulations), then Lendar's may do and pay for whatever is necessary to protect the value of the Property and Lendar's rights in the Property. Lendar's actions may include paying any sums secured by a flan which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' tees and entering on the Property to make repairs. Although Lendar may take action under

this paragraph 7, Lender dose 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 beer interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower request-

ing payment.

8. Mortgings insurance. If Leinder required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiume required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lander lapses or cases to be in effect, Borrower shall pay the premiume 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 insurance approved by Lander. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twetth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage inspeed or cases to be in effect. Lander will accept, use and retain these payments as a toss reserve in lieu of mortgage insurance. Loan reserve payments may no longer be required, at the option of Lander, if mortgage insurance coverage (in the amount and for the period that Lander requires) provided by an insurer approved by Lander again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a lose reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lander or applicable law.

8. Inspection. Lender or its agent may make resconable 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 demages, 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 Lander.

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, divided by (b) the fair market value 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 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 Lander to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower falls to respond to Lander within 30 days after the date the notice is given, Lander 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 Lander and Borrower observice agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments reterred to in paragraphs 1 and 2 or change the amount of such payments.

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Ti. Berrower Not Released, Perfections By Lander Not a Walver. Extension of the time for payment or modification of amortization of the sums because by the Security instrument granted by Lander to any successor in interest of Bostover's successors in interest. Lender distill patched to commence proceedings against any successor in interest or refuse to extend time for payment or distributed amortization of the suine secured by the Security Instrument by reason of any demand made by the crighted florativer or Bostover's successors in tributes. Any forbestance by Lander in exercising any right or remady shall set be a visitor of or preclude the exercise of any right or remady.

The covenants and agreements of this Security Instrument shall bind and benefit the successors and seeigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's dovenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-eigning 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 charge 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 cliract payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any praphyment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by melling 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 Lander. 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.

18. Morrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Preparty 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 Reinestes. 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 reinestatement) 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 Lander 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 atterneys' fees; and (d) takes such action as Lander may reasonably require to assure that the lien of this Security Instrument, Lander'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 reinestate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security 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 collecte 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 its 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 maintanance of the Property.

Borrower shall promptly give Lander written notice of any investigation, claim, demand, lewault or other action by any governmental or regulatory agency or private party involving the Property and any Hazardoue Substance or Environmental Law of which Borrower has actual tenoviedge. 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.

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borrower and Liender further covenant and agree as follows:

ce to Bawewer prior to acceleration following Borrower's breach of uit erlie te acceluration under paragraph 17 unitée applicable han to Correier, by which the difficult result be cured; and (c) that follow to ind in the million may result in exceleration of the sums secured by this Security Property. The solles shall fairther inform Burrawer of the right to reinstate after acceleration and the right to bridge a court action to aspert the non-existence of a default or any other defense of Borrower to acceleration If the distault is not cured on or hadore the date specified in the notice, Lender at its option may require immediate payment in full of all ourse secured by this Security Instrument without further demand and may involve the power of sale. and any other remedias 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 fimited to, reasonable attorneys' fees and costs of title

If Leader Involves the power of eath, Leader shall give a copy of a notice to Borrower in the manner provided in h 14. Lander shall publish the notice of eals once a week for three consecutive weeks in a nawapaper published in County, Alabama, and thereupon shall sell the Property to the highest bidder at public audion at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender of its designee may purchase the Property at any sale. Borrower coverents and assess that the proceeds of the sale shall be explied in the following order: (a) to all expenses of the sale, including, but not 🔾 limited to , responsible attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or parsons legally entitled to it.

22 Retease. 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 walves all rights of homestead exemption in the Property and relinquishes all rights of curteey and dower in the Property.

If one or more riders are executed by Borrower and recorded together with 24. Ridges to this Security instrument. this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenents and agreements of this Security Instrument as if the rider(s) were a part of the Security Instrumen

t. [Check applicable box(es)]		
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Gredusted Payment Rider	Planned Unit Development Rider	Biweeldy Payment Rider
Belloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) [specify]		

BY SIGNING BELOW, Borrower eccepts and agrees to the terms and covenants contained in this Security Instrument and in any ridur(s) executed by Borrower and recorded with it.

-Borrower	ANTICONY ENGINEER Social Security Namber		
54.15	Social Security Warmber		
(Seef	Jeresa C. Edesarda	· · · · · · · · · · · · · · · · · · ·	
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Form 3801 \$400 (page 5 of 5 pages)

-Borrows

I, the undersigned, as Notary Public in and for said County in said State, hereby certify that Anthony Edwards and Teresa C. Edwards, whose names are signed to the foregoing instrument and who are known to me. acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of April, 2009

MUST AFFIX SEAL

Wineses:

xpires: 11/09/02

COUNTY OF JEFFERSON