

Inst # 2000-18648
Inst 6/7/2000
04/06/2000-18648
10:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
204 204 197.20

MORTGAGE

011102

☐ If checked, this mortgage secures Future Advances.

THIS MORTGAGE is made this 1ST day of JUNE 20 00, between the Grantor,
JAMES A STEVENS AND DORIS J STEVENS, HUSBAND AND WIFE

(herein "Borrower"), and Mortgagee HOUSEHOLD FINANCE CORPORATION OF ALABAMA
a corporation organized and existing under the laws of ALABAMA whose address is
1845 MONTGOMERY HWY, PLAZA RIVER CHASE/STE 233, HOOVER, AL 35244
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 120,748.77
evidenced by Borrower's Loan Agreement dated JUNE 1, 2000 and any extensions or renewals thereof
(including those pursuant to any Renegotiable Rate Agreement) (herein "Note"), providing for monthly installments of
principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable,
with the balance of the indebtedness, if not sooner paid, due and payable on JUNE 1, 2015

☐ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ _____, or so much thereof
as may be advanced pursuant to Borrower's Revolving Loan Agreement dated _____ and
extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under
the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a
credit limit stated in the principal sum above and an initial advance of \$ _____

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest,
including any increases if contract rate is variable, and all renewals, extensions and modifications; (b) the payment of all
other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the
performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose,
Borrower does hereby mortgage, grant and convey to Lender the following described property located in
SHELBY County, Alabama:

ALL THAT PART OF LOT 1, BLOCK 2, OF THE AMENDED MAP OF
PLANTATION SOUTH, FIRST SECTOR, AS RECORDED IN MAP BOOK 7
PAGE 173 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA,
WHICH LIES SOUTH OF THE CENTERLINE OF THE EASEMENT WHICH
RUNS FROM THE WEST LINE OF SAID LOT TO THE NORTH LINE OF
SAID LOT; BEING SITUATED IN SHELBY COUNTY, ALABAMA

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY TAX MAP OR
PARCEL ID NO.: 13-5-22-2-001-001.004

7. **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, appealing 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.

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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **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.

9. **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, 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.

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.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or 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.

11. **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 14. 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.

12. **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 Borrower's 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.

13. **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.

14. **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.

15 **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 had no acceleration 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 14.



16. 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 14 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 nonexistence 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 16, including, but not limited to, reasonable attorneys' fees (not exceeding 15% of the unpaid indebtedness if paid to an attorney who is not an employee of the mortgagee) 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 12. Lender shall publish 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 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.

17. **Lender in Possession.** Upon acceleration under paragraph 16 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

18. **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.

19. **Waivers.** Borrower waives all right of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

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:

Vinson Walker
VINSON WALKER


JAMES A STEVENS


VINSON WALKER

Doris J. Stevens (SEAL)
DORIS J. STEVENS - Borrower

STATE OF ALABAMA, SHELBY County ss:

On this 1ST day of JUNE, 2000, I KELSTON WILLIAMS
a Notary Public in and for said County and in said state, hereby certify that JAMES A. STEVENS AND DORIS J.
STEVENS, HUSBAND AND WIFE, whose name(s) ARE signed to the
foregoing conveyance, and who ARE known to me, acknowledged before me that, being informed of contents
of the conveyance, executed the same voluntarily AS THEIR ACT
on the date the same bears date. 1ST JUNE 20 00

Given under my hand and seal of office this the 1ST day of JUNE, 2000

My Commission expires: 11/22/2003

Notary Public: KESTON WILLIAMS

This Instrument was prepared by (Name) HEREDITH SPINDLER

(Address) 1845 MONTGOMERY HIGHWAY SUITE 233 HOOVER, AL 35244

(Space Below This Line Reserved For Lender and Recorder)

Return TO 000-18648
 1-800-Records Processing Services
 577 Lamont Road
 Elmhurst, IL 60126

01-01-00 MTG

*****STEVENS

10844 10845 10846 10847 10848 10849 10850 10851 10852 10853 10854 10855 10856 10857 10858 10859 10860 10861 10862 10863 10864 10865 10866 10867 10868 10869 10870 10871 10872 10873 10874 10875 10876 10877 10878 10879 10880 10881 10882 10883 10884 10885 10886 10887 10888 10889 10890 10891 10892 10893 10894 10895 10896 10897 10898 10899 10900 10901 10902 10903 10904 10905 10906 10907 10908 10909 10910 10911 10912 10913 10914 10915 10916 10917 10918 10919 10920 10921 10922 10923 10924 10925 10926 10927 10928 10929 10930 10931 10932 10933 10934 10935 10936 10937 10938 10939 10940 10941 10942 10943 10944 10945 10946 10947 10948 10949 10950 10951 10952 10953 10954 10955 10956 10957 10958 10959 10960 10961 10962 10963 10964 10965 10966 10967 10968 10969 10970 10971 10972 10973 10974 10975 10976 10977 10978 10979 10980 10981 10982 10983 10984 10985 10986 10987 10988 10989 10990 10991 10992 10993 10994 10995 10996 10997 10998 10999 11000 11001 11002 11003 11004 11005 11006 11007 11008 11009 11010 11011 11012 11013 11014 11015 11016 11017 11018 11019 11020 11021 11022 11023 11024 11025 11026 11027 11028 11029 11030 11031 11032 11033 11034 11035 11036 11037 11038 11039 11040 11041 11042 11043 11044 11045 11046 11047 11048 11049 11050 11051 11052 11053 11054 11055 11056 11057 11058 11059 11060 11061 11062 11063 11064 11065 11066 11067 11068 11069 11070 11071 11072 11073 11074 11075 11076 11077 11078 11079 11080 11081 11082 11083 11084 11085 11086 11087 11088 11089 11090 11091 11092 11093 11094 11095 11096 11097 11098 11099 11100 11101 11102 11103 11104 11105 11106 11107 11108 11109 11110 11111 11112 11113 11114 11115 11116 11117 11118 11119 11120 11121 11122 11123 11124 11125 11126 11127 11128 11129 11130 11131 11132 11133 11134 11135 11136 11137 11138 11139 11140 11141 11142 11143 11144 11145 11146 11147 11148 11149 11150 11151 11152 11153 11154 11155 11156 11157 11158 11159 11160 11161 11162 11163 11164 11165 11166 11167 11168 11169 11170 11171 11172 11173 11174 11175 11176 11177 11178 11179 11180 11181 11182 11183 11184 11185 11186 11187 11188 11189 11190 11191 11192 11193 11194 11195 11196 11197 11198 11199 11200 11201 11202 11203 11204 11205 11206 11207 11208 11209 11210 11211 11212 11213 11214 11215 11216 11217 11218 11219 11220 11221 11222 11223 11224 11225 11226 11227 11228 11229 11230 11231 11232 11233 11234 11235 11236 11237 11238 11239 11240 11241 11242 11243 11244 11245 11246 11247 11248 11249 11250 11251 11252 11253 11254 11255 11256 11257 11258 11259 11260 11261 11262 11263 11264 11265 11266 11267 11268 11269 11270 11271 11272 11273 11274 11275 11276 11277 11278 11279 11280 11281 11282 11283 11284 11285 11286 11287 11288 11289 11290 11291 11292 11293 11294 11295 11296 11297 11298 11299 11300 11301 11302 11303 11304 11305 11306 11307 11308 11309 11310 11311 11312 11313 11314 11315 11316 11317 11318 11319 11320 11321 11322 11323 11324 11325 11326 11327 11328 11329 11330 11331 11332 11333 11334 11335 11336 11337 11338 11339 11340 11341 11342 11343 11344 11345 11346 11347 11348 11349 11350 11351 11352 11353 11354 11355 11356 11357 11358 11359 11360 11361 11362 11363 11364 11365 11366 11367 11368 11369 11370 11371 11372 11373 11374 11375 11376 11377 11378 11379 11380 11381 11382 11383 11384 11385 11386 11387 11388 11389 11390 11391 11392 11393 11394 11395 11396 11397 11398 11399 11400 11401 11402 11403 11404 11405 11406 11407 11408 11409 11410 11411 11412 11413 11414 11415 11416 11417 11418 11419 11420 11421 11422 11423 11424 11425 11426 11427 11428 11429 11430 11431 11432 11433 11434 11435 11436 11437 11438 11439 11440 11441 11442 11443 11444 11445 11446 11447 11448 11449 11450 11451 11452 11453 11454 11455 11456 11457 11458 11459 11460 11461 11462 11463 11464 11465 11466 11467 11468 11469 11470 11471 11472 11473 11474 11475 11476 11477 11478 11479 11480 11481 11482 11483 11484 11485 11486 11487 11488 11489 11490 11491 11492 11493 11494 11495 11496 11497 11498 11499 11500 11501 11502 11503 11504 11505 11506 11507 11508 11509 11510 11511 11512 11513 11514 11515 11516 11517 11518 11519 11520 11521 11522 11523 11524 11525 11

206/06/2000-18648
10:44 AM CERTIFIED
222 SHELBY COUNTY JUDGE W. MONTAGNE
197.8
204 204