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VAN NUVE. CALIFORNIA 91410-0266

LOAN #- 2831462

BECHOWICLOSING # 2831462

TINST # 2000-20719

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## MORTGAGE

THES MORTGAGE (Security Instrument) is given on June 14, 2000 JAMES BALE BALDWIN, AND KELLY RENEE BALDWIN, husband and wife

. The granter is

("Messower"). This Socurity Instrument is given to
AMERICA'S BHOLESALE LENDER
which is organized and existing under the laws of MEN YORK
address is

, and whose

4500 PARK BRANADA, CALABASAS, CA 91302-1613

(T.CHO). BORROWS OWELLANDS the principal stee of

ONE HUNDRED NINE THOUSAND EIGHT HUNDRED and 00/100

Instrument ("Note"), which provides for anothly payments, with the same date and payment of the debt evidenced by Borrower's note dated the same date as this Security July 1, 2030.

This Security Instrument socures to Leader: (a) the repayment of the debt evidenced by the Note, with instrument, and all remarks, extensions and modifications of the Note: (b) the payment of all other sums, with instrument under this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument; and (c) the performance of Borrower's and convey to Leader and Leader's successors and assigns, with power of sale, the following described property located in

Lot 83, according to the Survey of Scottsdale, Second Addition, as recorded in Map Book 7 page 118 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

which has the address of 1126 HENRY DRIVE, ALABASTER ("Property Address"):

(Street, City).

[Zip Code]

ALABAMA - Single Family - Female Mon'Freddle Mac UNIFORM NETRUMENT
-PRIAL) (SAPILE) CPC (87/94) VAN NONTOASE FORMS - 1809(52)-7291

Form 3001 8/90

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Ports 3001 6/90

County, Alabana:





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TO HAVE AND TO HOLD this property unto Lander and Lender's successors and staigns, forever, together with all the interestable from or hornifice exected on the property, and all consumers, appurerrances, and fixtures now or hereafter a part of he 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 invitally sound of the estate hereby conveyed and has the right to mortgage. great and couvey the Property and that the Property is unconcumbered, except for excumbrances of record. Borrower warrants and

will defined generally the title to the Property against all claims and demands, subject to any excumbrances of record.

THE SECURITY INSTRUMENT combines uniform coverages for national ace and non-uniform coverages with impact vertexions by jurisduction to constitute a uniform security instrument covering real executive.

URGPORM COVENANTS. Borrower and Leader covenant and agree as follows:

1. Phyment of Principal and Interest: Propagatest and Late Charges. Boscower shall promptly pay when due the

principal of and interest on the debt evidenced by the Note and any propayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Londor, Borrower shall pay to Londer on the day monthly payments are due under the Note, until the Note is paid in full, a sure ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a him on the Property: (b) yearly leadebold payments or ground routs on the Property. If any: (c) yearly hazard or property insurance premiums: (d) yearly flood insurance premiums, if any; (e) yearly mortgage incurance premiums, if any; and (f) any sums payable by Borrower to Londer, in accordance with the provisions of paragraph 8, in ties of the payment of mortgage insurance promiums. These items are called Escrow Items." Lander may, at any time, collect and hold Fixeds in an amount not to exceed the maximum amount a lender for a federally related mortened from they require for Borrower's encrow account under the federal Real Estate Scatterness Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et peq. ("RBSPA"), unless mother law that applies to the Funds sets a lesser immount. If so, Lender may, at any time, collect and hold Punds in an amount not to exceed the lesser amount, Lender may estimate the amount of Funds due on the banis of current data and reasonable estimates of expenditures of future Escrow Jugas or otherwise in accordance with applicable law,

The Punds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or emity (including Lender, if Lender is such an institution) or in any Foderal Home Loan Bank. Lender shall apply the Funds to pay the Escrow licens. Londer may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Eacrow Items, unless Lunder pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However. Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Londer in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires inswest to be paid. Lender shall not be required to pay Borrower any interest or carnings on the Punds. Borrower and Lender may agree in writing, however, that interest stiell be paid on the Funds. Lender shall give to Borrower, without charge, an assumi accounting of the Punds, showing crudits and debits to the Funds and the purpose for which each debit to the Funds was made. The Punds and pledged as additional structly for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the emounts persented 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 Londor the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve

monthly payments, at Leader'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 Londer. If, under paragraph 21. Lender shall acquire or sell the Property. Lender, prior to the acquisition or sale of the Property, shall apply any Punds held by Lender at the time of acquisition or sale as a credit against the sums socured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note: second, to amounts payable under paragraph 2;

third, to interest due: fourth, to principal due; and last, to any late charges due under the Note.

4. Charges: Liens. Borrower shall pay all taxes, assessments, charges, fines and ampositions attributable to the Property which may attain pricetty over this Security Instrument, and leasthold payments or ground rests, if any. Bottower shall pay these obligations in the immuner provided in passagraph 2, or if not paid in that menner. Borrower shall pay them on time directly to the person owed payment. Borrower shall proveptly furnish to Lander all notices of amounts to be pead under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Londor receipts evidencing the payments.

Bozzower shall promptly discharge any lien which has priority over this Security Instrument unless Bozzower: (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 bent of (c) secures from the holder of the hen an agreement substactory to Lender subordinating the hen 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 Botrower a notice identifying the her. Botrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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5. Managed or Property Insurance. Borrower shall keep the improvements now existing or hereafter around on the Property instead against loss by the bezords included within the teem "extended coverage" and any other hazards, including floods or flooding, for which Lander requires instructe. This immunes shall be maintained in the amounts and for the periods that Lender seighbur. The incurrence cerries providing the insurance shall be chosen by Berrower subject to Lender's approval which shall not be imminumently wishbuild. If Bottower fails to implication coverage described above, Leader may, at Leader's option, obtain coverage to protect Leader's states in the Property in accordance with paragraph 7.

All immentice policies and renewals shall be acceptable to Leuder and shall include a standard mortgage clause. Lender shall have the right to hald the policies and resorrate. If Lander requires, Borrower shall promptly give to Londer all recespts of past promises and renewal notices. In the event of loss, liderower shall give prompt notice to the insurance carrier and Lender, Lender

mile make proof of loss if not made promptly by Borrower.

United Lesider and Berrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property descripted, if the restauration or repair is economically feasible and London's security is not lessoned. If the restoration or report is not economically feasible or Londor's security would be lessened, the imparance proceeds shall be applied to the same secured by this Society Instrument, whether or not then due, with any excess paid to Bostower. If Bostower abandons the Property, or done not answer within 30 days a notice from Londer 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 Leader 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 plangraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Londer to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

6. Ottoppency, Preservation, Malutensuce and Protection of the Property; Barrower's Luan Application; Leastholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Bostower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be increasonably withheld, or unless extenuence circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impast 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 cavil or criminal, is begun that in Lender's good faith judgment could result in forfesture of the Property or otherwise meterially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be discussed with a ruling that, or Lender's good faith determination, precludes forfeiture of the Bossower's interest in the Property or other numerial impairment of the ben created by this Society Instrument or Lender's security interest. Bottower shall also be in default if Bottower, during the loan application process, gave meterially false or maccurate information or statements to Londor (or failed to provide Londor with any material information) in connection with the loss evidenced by the Note, including, but not limited to, representations concerning Borsewer's occupancy of the Property as a principal rendence. If this Security Instrument is on a lessebold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasebold and the fee title shall not merge unless Lander agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Societity Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankrupecy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Leader may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Londer's actions may include paying any sums secured by a lien which has princity over this Security Instrument, appearing in court, paying reasonable accorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7. Lender

does not have so do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Bosrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts that bear interest from the date of disbursoment at the Note rate and shell be payable, with interest, upon notice from Leader to Borrower requesting payment.

\$. Mortgage l'assurance. If Londer required mortgage messance at a condition of making the loan secured by this Security Instrument, Sourcewar shall pay the premiums required to maintain the mentgage insurance in effect. If, for any rosson, the mortgage insurance coverage required by Lander lapses or ceases to be an effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mornage insurance previously in effect, at a cost substantially equivalent to the cost to Bostower of the mortgage materance previously in affect, from an alternate mortgage matter approved by Leader. If substantially oquivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Bostower when the insurance coverage lapsed or ceased to he in effect. Lender will accept, use and recon these payments as a loss reserve in lieu of manages insurance. Loss reserve

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payments may no longer be required, at the option of Londer, if mortgage insurance coverage (in the amount and for the period that Londer requirem) provided by an assures approved by Londer again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance and he accordance with any written agreement between Borrower and Londer or applicable law.

9. Empreciant. Lender or its agent may make remonable entries upon and inspections of the Property. Lender shall give

Business notice at the time of or prior to its inspection specifying reasonable cause for the inspection.

20. Condensation. The proceeds of any award or clean for demages, direct or consequential, in connection with any condensation or other taking of any part of the Property, or for conveyance in lies of condensation, are hereby assigned and

shall be paid to Lander.

In the event of a total taking of the Property, the proceeds shall be applied to the states accured by this Security Instrument, whether or not then does, with any excess paid to Bostower. In the event of a partial taking of the Property in which the fair market value of the Property Immediately before the taking, indicate Bostower and Leader 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 immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Bostower and Leader otherwise agree in writing or taless 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 Bottower, 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 restorance or repair of the Property or to the sums secured

by this Security Instrument, whether or not then due.

Unices Conder and Borrower otherwise agree to writing, any application of proceeds to principal shall not extend or postpone

the due date of the asouthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released: Forbestrance By Lember Not a Watver. 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 iniginal Borrower or Borrower's successors in interest. Lender shall not be required to commonce 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 forbestrance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Audjus Bound: John and Several Linkillty: Co-alginers. The coverants and agreements of this Security Instrument shall blind and benefit the successors and antigns of Londor and Borrower, subject to the provisions of paragraph 17. Becower's coverants and agreements shall be joint and several. Any Borrower who co-algos this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the ments of this Security Instrument; (b) is not personally obligated to pay the sums accured by this Security Instrument; and (c) agrees that Londor 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. Linear Charges. If the loan secured by this Security Instrument is subject to a law which some maximum loan charges, and that law is finally inserpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower Leader may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial propayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for at this Security Instrument shall be given by delivering it or by making it by first class small unless applicable law requires use of snother method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Londor. Any notice to Londor shall be given by first class mail to Londor's address stand 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 Sederal law and the law of the jurisdaction 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 doctored to be soverable.

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16. Berrewer's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. 17. Transfer of the Property or a Beneficial Interest in Borrower. It all or any part of the Property or any amorest in a 25 eckl of installment (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lamber's prior written consent, Lender may, at its option, require immediate payment in full of all mans socured by the Security Instrument, However, this option shall not be excepted by Leader if exercise is probabled by federal law as of the date of this

If Landar exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less these 30 days from the date the motice is delivered or medied which borrower must pay all sums secured by this Society Instrument. If Borrower finds to pay these seems prior to the expiration of this period. Lender may invoke any remedies permitted

by this Security Instrument without further actics or demand on Borrower.

18. Merrower's Right to Releasante. If Borrower meets conditions, Borrower shall have the right to have inforcement of this Society Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) bufore sale of the Property pursuant to any power of sale contained to the Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower, (a) pays Lender all status which then would be due under this Society Instrument and the Note as if no acceleration had occurred: (b) cures any definit of any other covenants or agreements; (c) pays all expenses incurred as enforcing this Security Instrument, including, but not bimited to, reasonable attorneys' fors: and (d) takes such action as Lander may reasonably require to assure that the tien of dus Security Instrusecent. Lender's rights in the Property and Botrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial amount 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 collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Bostower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The monce 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 prosonce, 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 its 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 as ency or private party involving the Proporty and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower lowns, or is notified by any governmental or regulatory authority, that any removal or other remodiation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all

necessary remedial actions in accordance with Buvironmental Law.

As used in this paragraph 20, "Hazardons Substances" are those substances defined as toxic or hazardons substances by Environmental Law and the following substances: gasoline, lessource, other flamousble or toxic petroleum products, toxic possicides and herbicides, volatile solvents, materials containing asbestos or formelidabyde, and rathouctive materials. As used to this paragraph 20. "Environmental Law" means federal laws and laws of the paradiction where the Property is located that relate to bealth, sufety or environmental protection.

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

21. Acceleration: Remodies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of may coverant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable inw provides otherwise). The notice shall specify: (a) the default: (b) the action required to cure the default: (c) a date, not less them 36 days from the date the notice is given to Borrower, by which the default must be cured; and (6) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums recured 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. Lendar shall be entitled to collect all expenses incurred in puruning the remodies provided in this paragraph 21, including, but not limited to, resonable attorneys' fees and costs of title evidence.

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If Leader levokes the power of sale, Leader shall give a capy of a notice to Berrower in the manner provided in newersth 14. Lieuder shall publish the notice of sale sace a weak for three connecative weeks in a newspaper published in County. Alabama, and thereupon shall sell the Property to the highest bidder at public he Brant door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's door play the Property. Loteler or its designee unity perchase the Property at any sale. Borrower covenants and agrees he proceeds of the cale shall be applied to the following order: (a) to all expenses of the safe, including, but not to resonable atterment fees: (b) to all mans secured by this Security Instrument; and (c) any excess to the purson or material leavily emilial to it. 22. Referen. Upon payment of all sums secured by this Security Instrument, Londor shall release this Security Instrument to BOSTOWER BOSTOWER shall pay any recordation costs. Lender may charge Bostower a fee for releasing this Security Instrument, but unity if the fee is paid to a third party for acryicas rendered and the charging of the fee is permitted under applicable law. 23. Welvers. Bostower waives all rights of homestead examption in the Property and reliagnishes all rights of curvesy and dower in the Property. 24. Ristors 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 comments and agreements of this Society Instrument as if the rider(s) were a part of this Society Instrument. [Check applicable box(es)] Adjustable Rate Rider(s) Condominium Ruler 1-4 Family Rider Graduated Payment Rider Planned Unit Development Ridge **Biweekly Payment Rider** Belloon Rider Rate Improvement Rider Second Home Rider V.A. Ritter Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the target and coverages contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Witnessen MES DALE BALDWIN Bonsee (**3eal**) KEÜLY REJÜÉ Borrower **(302)** STATE OF ALABAMA. County as: Jefferson June, 2000 .1. Frank K. Bynum On this 14th day of , a Notary Public in and for said county and in said state, hereby certify that James Dale Baldwin and wife Kelly Rence Baldwin . whose same(s) signed to the

Inst # 2000-20719

known to suc, acknowledged before me that, being informed of the content

Ju**≡e** :

their act on the day the same bears due.

D6/21/2000-20719
11:16 AM CERTIFIED
SELDY COUNTY JUSCE OF PRODATE
DOL COL 185.70

Forta 3601 \$/5

foregoing convoyance, and who

-00(AL) (6401).01

My Commission Extract 11/20/00

This instrument was propared by A. MOOD

of the conveyance.

are

executed the simic volumerity and as

day of

**Notary Public** 

14th

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CFC (67/94)

Given under my hand and seal of office this