

After recording please return to:

Colonial Savings, F.A.

[Company Name]

2626A West Freeway

[Street Address]

Fort Worth, TX 76102

[City, State Zip Code]

This instrument was prepared by:

Michael H. Patterson, Attorney

1111 West Arkansas Lane

Arlington, Texas 76013-6325

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Loan #449551

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **Security Instrument** means this document, which is dated **December 23**, 2002 together with all Riders to this document.

(B) **Borrower** is **Sherry Lynn Freeman and husband, Thomas Aaron Freeman**, as joint tenants wife and husband

Borrower is the mortgagor under this Security Instrument.

Initials: SHF THF

(C) **"Lender"** is Colonial Savings, F.A.

Lender is a **federal association** organized and existing under the laws of **The United States of America**
Lender's address is **2626 West Freeway, Fort Worth, TX 76102**
Lender is the mortgagee under this Security Instrument.

(D) **"Note"** means the promissory note signed by Borrower and dated **December 23** **2002**.
The Note states that Borrower owes Lender
Six Hundred Forty Thousand and 00/100 Dollars
(U.S. **\$640,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than **January 1,** **2033**.

(E) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(F) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☒ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☒ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ 1-4 Family Rider	☐ Rate Improvement Rider	☐ Graduated Payment Rider
☐ VA Loan Rider	☐ Other(s) [specify]	

(H) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) **"Escrow Items"** means those items that are described in Section 3.

(L) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for:
(i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

Initials: SLF AD

(M) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to Lender, with power of sale, the following described property located in the **County** of [Type of Recording Jurisdiction]

Shelby:

[Name of Recording Jurisdiction]

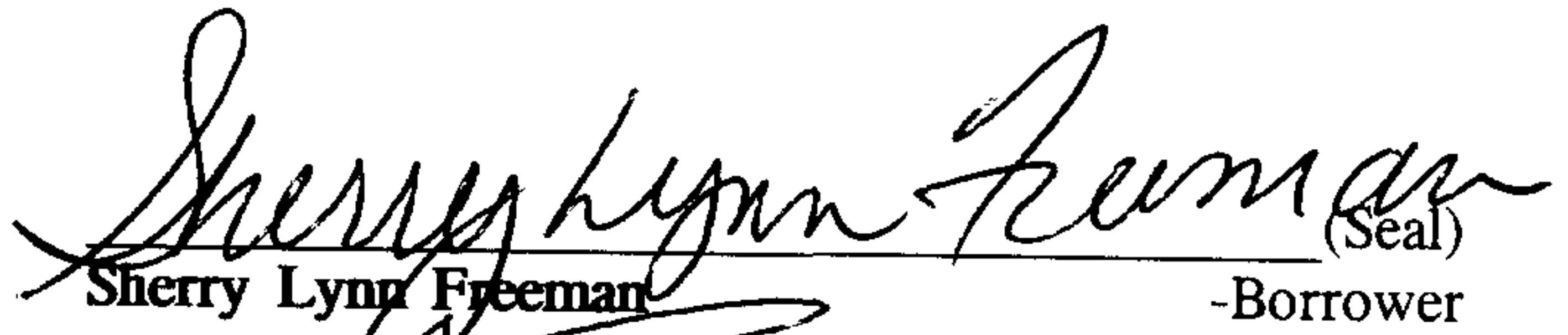
Lot 18, according to the Survey of Greystone, 4th Sector, Phase II, as recorded in Map Book 22, page 27, in the Probate Office of Shelby County, Alabama.

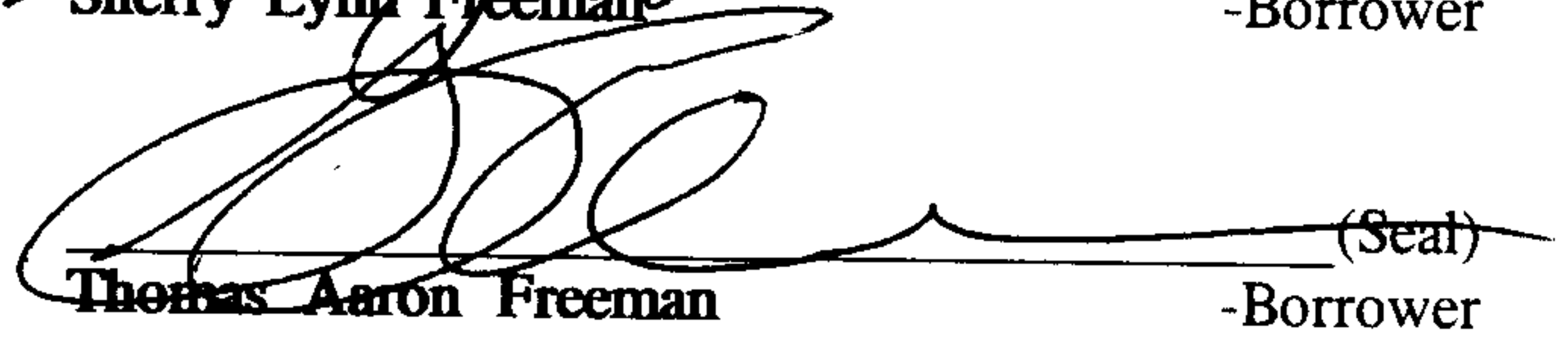
which currently has the address of **4518 High Court Circle**
Birmingham, Alabama 35242
("Property Address):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and

Initials: 

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

 (Seal)
Sherry Lynn Freeman -Borrower

 (Seal)
Thomas Aaron Freeman -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

_____ [Acknowledgment on Following Page] _____

State of AL

§
§
§

County of **Shelby**

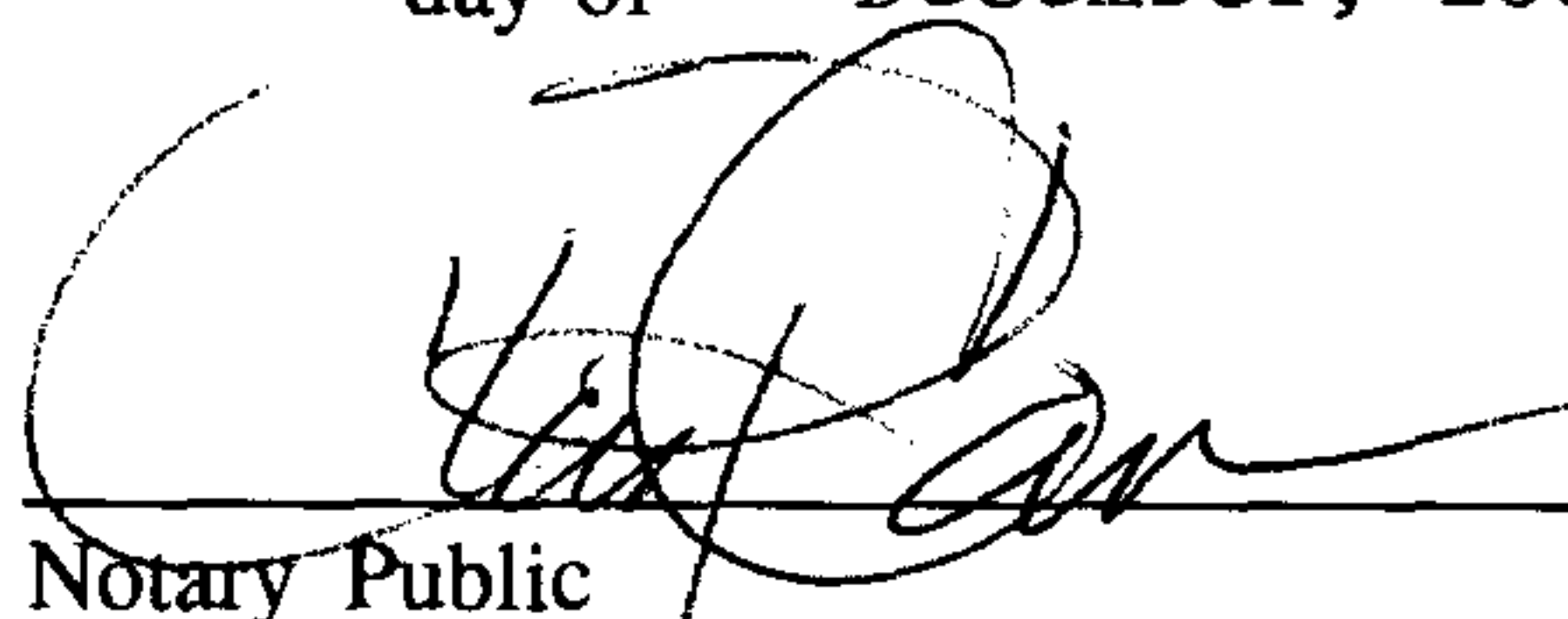
I, the undersigned
hereby certify that

[name and style of officer],

Sherry Lynn Freeman and husband, Thomas Aaron Freeman, as joint tenants
wife and husband

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this
day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the day
the same bears date. Given under my hand this 23rd day of December, 2002 ,
A.D. .

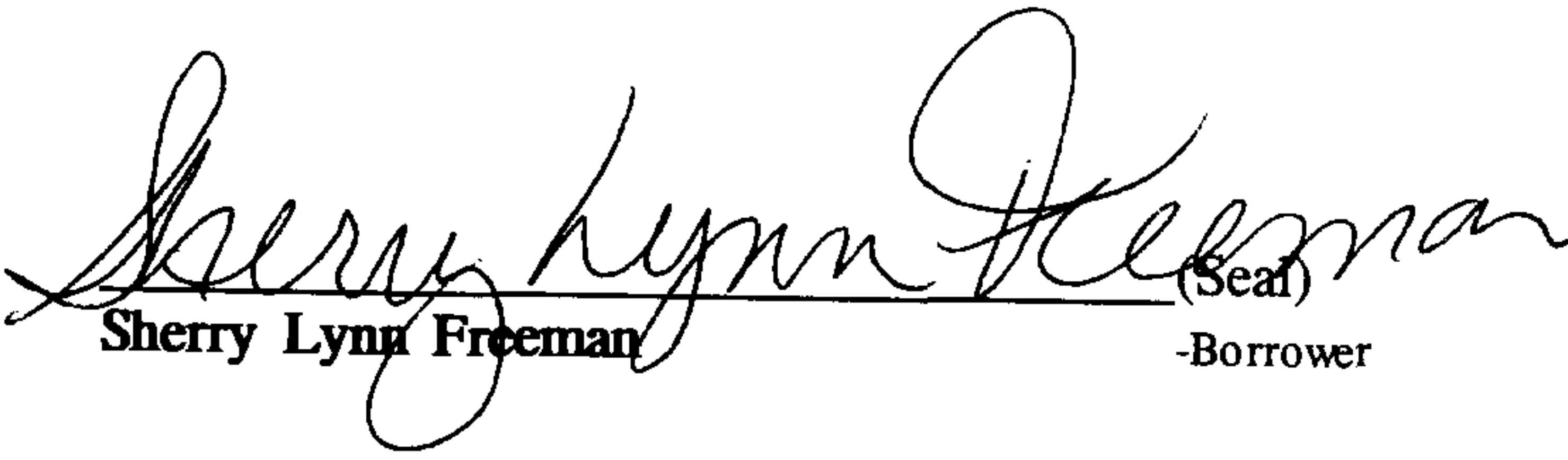
(Seal)

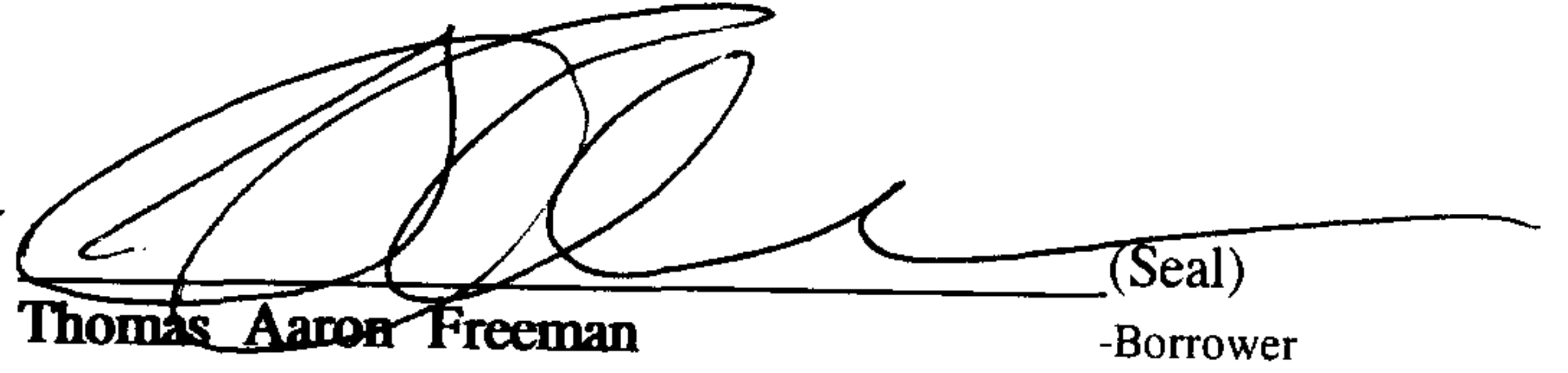


Notary Public

My Commission Expires: 12/28/02

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

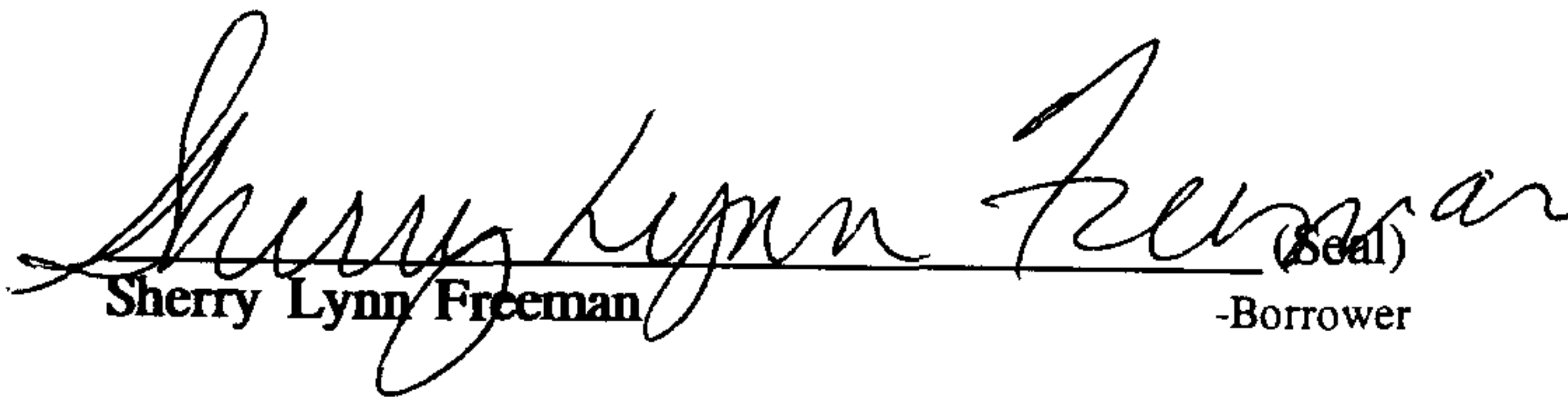

Sherry Lynn Freeman (Seal)
-Borrower

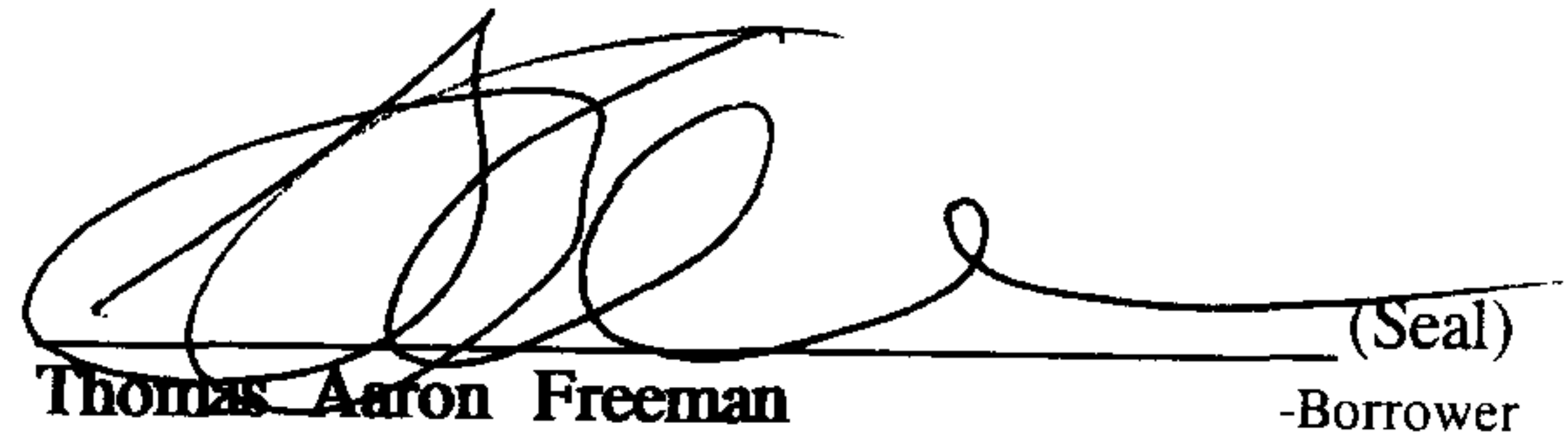

Thomas Aaron Freeman (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


Sherry Lynn Freeman (Seal)
-Borrower


Thomas Aaron Freeman (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower