

Return To:

20030613000371370 Pg 1/21 291.65
Shelby Cnty Judge of Probate,AL
06/13/2003 09:32:00 FILED/CERTIFIED

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MORTGAGE MIN 1000552-0000006304-8

DEFINITIONS

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 June 5, 2003 , together with all Riders to this document.
- (B) "Borrower" is MELANIE S. MAXWELL and GREG W. MAXWELL, WIFE AND HUSBAND

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

10MAXWELL, MELN

ALABAMA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

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Form 3001 1/01

VMP -6A(AL) (0005)

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MW 05/00

Initials:

MSW GWM

VMP MORTGAGE FORMS - (800)521-7291



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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

JUDGE OF PROBATE of SHELBY COUNTY, ALABAMA :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOT 172, ACCORDING TO THE SURVEY OF CEDAR GROVE AT STERLING GATE, SECTOR 2, AS RECORDED IN MAP BOOK 26, PAGE 122, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

This is to certify that Greg W. Maxwell and Gregory W. Maxwell are one and the same person.

Parcel ID Number: 23-2-04-0-005-027. which currently has the address of
290 VICTORIA STATION [Street]
MAYLENE [City] , Alabama 35114 [Zip Code]
("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 additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to 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, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

10MAXWELL, MELN

 -6A(AL) (0005)

Initials:

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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.

Witnesses:

Melanie S. Maxwell

MELANIE S. MAXWELL

(Seal)

-Borrower

Greg W. Maxwell

GREG W. MAXWELL

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

