

WHEN RECORDED MAIL TO: MSN SV-79 / DOCUMENT CONTROL DEPT. P.O. BOX 10266 VAN NUYS, CALIFORNIA 91410-0266 DOC ID #: 00003143187064107 ESCROW/CLOSING #: 031431870	SPACE ABOVE FOR RECORDERS USE PARCEL ID #: 101020993081.040 Prepared by: T. J CLARK
--	--

MORTGAGE
(Home Equity Line of Credit)

THIS MORTGAGE, dated September 5, 2003, is between
LEAH M BURNS, A SINGLE WOMAN

residing at
219 HEATH DRIVE, BIRMINGHAM, AL 35242
the person or persons signing as "Borrower" or "Mortgagor", whether one or more, below and hereinafter referred to as "we", or
"us" and AMERICA'S WHOLESALE LENDER
NEW YORK CORPORATION, a
with an address at
4500 Park Granada, Calabasas, CA 91302
and hereinafter referred to as "you" or the "Mortgagee."

WHEREAS, Borrower has entered into a Home Equity Credit Line Agreement and Disclosure Statement ("Agreement" or "Note") of even date herewith, the terms and provisions of which are included herein by reference as though fully set out herein verbatim; that the Note is an open-end credit agreement under which Borrower may borrow, repay, and re-borrow from Mortgagee from time to time so long as the aggregate unpaid principal balance of such loans outstanding from time to time does not exceed the sum of \$ 92,700.00; that the rate of interest ("Finance charge") payable on such loan made under the Note is a variable daily percentage rate and annual percentage rate which may change at any time as defined in the Note; that the Note is an open-end credit agreement which will continue in effect until terminated by either the Borrower or Mortgagee, so that there is no fixed maturity date of loans made under the Note; and that the Note will continue in effect until terminated even though from time to time there may be no loans outstanding to the Borrower under the Note.

Now, THEREFORE, in consideration of the Note and in order to secure the payment of all loans now or hereafter made to or at the bequest of Borrower named above, or if more than one Borrower is named, all loans hereafter made to or at the request of any one or more of the Borrowers, the payment of all interest and costs, late charges and all other charges related to the Note, all of which sums are repayable according to the Note; and also to secure the performance of all of the promises and agreements made by us and each Borrower and Co-signer in the Note, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms, of the section of this Mortgage entitled "Our Authority To You", all of which loans under the Note may be made, repaid and re-made from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note, and in consideration of the foregoing the undersigned Borrower (whether one or more) does/do hereby mortgage, assign, grant, bargain, sell and convey unto Mortgagee the real property set forth and further described as:
SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

REFERENCE IS HEREBY MADE TO THE CONDOMINIUM RIDER ATTACHED HERETO AND HEREBY INCORPORATED
HEREIN FOR ALL PURPOSES.

(the "Premises" or "Property"), which has the address of
219 HEATH DRIVE

BIRMINGHAM	SHELBY	AL	35242
Municipality	County	State	ZIP

Moseley

petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(j) **SALE OF PREMISES:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent. If all or any part of the Premises or any interest in it is sold or transferred without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by you, as Mortgagee, if exercise is prohibited by federal law as of the date of this Mortgage.

(k) **INSPECTION:** We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Mortgage without losing your rights in the Premises.

DEFAULT: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition described in Paragraph 12.A. of the Note occurs, or we fail to perform any of the obligations and agreements assumed by us under the provisions of this Mortgage, you may foreclose upon this Mortgage pursuant to the provisions of the paragraph hereinafter set forth, entitled "Foreclosure by Power of Sale". This means that you may arrange for the Premises to be sold in the manner provided in the preceding sentence herein, in order to pay off what we owe on the Note and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including overdue rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure, including, but not limited to, reasonable attorney's fees and costs of documentary evidence, abstracts and title reports.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

ACCELERATION; REMEDIES: Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, you, prior to acceleration, shall give notice to us, as provided by applicable law specifying, among other things: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure and sale of the Property pursuant to the provisions of the Power of Sale set forth in the next following paragraph. The notice shall further inform us of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of us to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, you, at your option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage in accordance with the provisions of the Power of Sale set forth in the next following paragraph. You shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

FORECLOSURE BY POWER OF SALE: Upon condition, however, that if we pay all of the indebtedness required to be paid by us under the terms and provisions of the Note and this Mortgage, and perform all of the other obligations and agreements assumed and agreed to be performed by us under the terms and provisions of the Note and the within Mortgage, the grant and conveyance herein to you shall become null and void; but should default be made by us under the terms and provisions set forth in the preceding paragraph, entitled "DEFAULT", or should we fail to do and perform any other act or thing in the Note or in the within Mortgage required or agreed to be done and performed by us, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this Mortgage subject to foreclosure at the option of you, notice of the exercise of such option being hereby expressly waived by us, as Borrower, and you shall have the right to enter upon and take possession of the mortgaged property and after or without taking such possession to sell the same before the Court House door of the County (or the division thereof) where said property, or any substantial part of said property, is located, at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County; and upon the payment of the purchase price, you or the auctioneer at said sale are authorized to execute to the purchaser for and in the name of us, a good and sufficient deed to the property sold, You shall apply the proceeds of said sale or sales under this Mortgage as follows: First, to the expenses of advertising, selling and conveying, including a reasonable attorney's fee if the unpaid debt after default exceeds \$300, such attorney's fee to include fees for attorneys employed by you, or by your agents, and for such reasonable expenses incurred by you in protecting the Property providing insurable title to the purchaser and such other reasonable expenses that you, as Mortgagee, may incur to enforce all of the provisions of this mortgage, and the Note; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon, including any funds advanced by you for our transactions pursuant to the Note, even though we may then be in default; third, to the payment of the indebtedness hereby secured and interest and finance charges thereon in such order as you may elect, whether such debts shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to us or to whomsoever then appears of record to be the owner of our

interest in said property. You may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder. We hereby waive any requirement that the mortgaged property be sold in separate tracts and agree that you may, at your option, sell said property en masse regardless of the number of parcels hereby conveyed.

BORROWER'S RIGHT TO REINSTATE: Notwithstanding your acceleration of the sums secured by this Mortgage due to our breach, we shall have the right to have any proceedings begun by you to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the Power of Sale set forth in the preceding paragraph, or (ii) entry of a judgment enforcing the Mortgage if: (a) we pay to you all sums which would then be due under this Mortgage and the Note had no acceleration occurred; (b) we cure all breaches of any other covenants or agreements of us contained in this Mortgage; (c) we pay all reasonable expenses incurred by you in enforcing the covenants and agreements of us contained in this Mortgage, and in enforcing your remedies as provided in the paragraph set forth hereinabove entitled "ACCELERATION; REMEDIES", including, but not limited to, reasonable attorneys' fees; and (d) we take such action as you may reasonably require to assure that the lien of this Mortgage, your interest in the Property and our obligation to pay the sums secured by this Mortgage and the Note shall continue unimpaired. Upon such payment and cure by us this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

RELEASE: This Mortgage shall continue in full force and effect until all of the indebtedness (including future advances) secured by this Mortgage shall have been paid in full, you shall have no further obligation to extend any credit to us under the Note, and you shall have executed and delivered to us a release or satisfaction of this Mortgage in recordable form, even though from time to time and for extended periods of time there may be no indebtedness owed to you under the Note described above and no other indebtedness hereby secured, it being the intention of the Borrower that this Mortgage and the title to the mortgaged premises hereby conveyed to you shall remain in full force and effect and shall secure all indebtedness described above in this Mortgage whether now owed or hereafter incurred at any time prior to termination of this Mortgage by the means just described. You agree to execute and deliver to us a release or satisfaction of this Mortgage within a reasonable time after written demand therefore at any time there is no indebtedness secured by this Mortgage and no obligation on the part of you to extend any credit to us under the Note. We shall pay all costs of recordation of such release.

ATTORNEY FEES: As used in this Mortgage and the Note, "attorney fees" shall include any attorney fees awarded by an appellate court.

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at

AMERICA'S WHOLESALE LENDER
4500 Park Granada, Calabasas, CA 91302

or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

WAIVER OF HOMESTEAD EXEMPTION: We waive the benefit of our Homestead Exemption as to the indebtedness secured by the Agreement or Note and this Mortgage.

GENERAL: You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

THIS MORTGAGE has been signed by each of us under seal on the date first above written.

WITNESS:

Mortgagor: LEAH M BURNS (SEAL)

Mortgagor: (SEAL)

Mortgagor: (SEAL)

Mortgagor: (SEAL)

STATE OF ALABAMA, JEFFERSON County ss:

On this 5th day of September, 2003, I, the undersigned authority
Leah M. Burns, a Notary Public in and for said county and in said state, hereby certify that

_____, whose name(s) is _____ signed to the foregoing conveyance, and who is _____ known to me, acknowledged before me that, being informed of the contents of the conveyance, _____ he _____ executed the same voluntarily and as _____ her _____ act on the day the same bears date.

Given under my hand and seal of office this 5th day of September, 2003, _____.

My Commission Expires: _____

Notary Public

This instrument was prepared by
MOSELEY & ASSOCIATES, P.C.
3800 Colonnade Parkway, Suite 630
Birmingham, Alabama 35243

DAVID S. SNODDY
MY COMMISSION EXPIRES 6/18/06

2 MB

Prepared by: T. J CLARK

AMERICA'S WHOLESALE LENDER

DATE: 09/05/2003
CASE #:
DOC ID #: 00003143187064107
BORROWER: LEAH M BURNS
PROPERTY ADDRESS: 219 HEATH DRIVE
BIRMINGHAM, AL. 35242

BRANCH #0000950
100 CONCOURSE PKWY SUITE 100
BIRMINGHAM, AL 35244-
(205)982-9484
Br Fax No.: (205)987-6275

LEGAL DESCRIPTION EXHIBIT A

UNIT 219, IN CAMBRIAN WOOD CONDOMINIUM, LOCATED IN SHELBY COUNTY, ALABAMA, AS ESTABLISHED BY DECLARATION OF CONDOMINIUM, BY-LAWS AND AMENDMENTS THERETO, AS RECORDED IN MISC. BOOK 12 PAGE 87 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND AMENDED BY MISC. BOOK 13 PAGE 2, MISC. BOOK 13 PAGE 4, AND MISC. BOOK 13 PAGE 344 IN SAID PROBATE OFFICE TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION OF CONDOMINIUM FLOOR PLANS AND ARCHITECTURAL DRAWINGS OF SAID CONDOMINIUM RECORDED IN MAP BOOK 6 PAGE 62 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

FHA/VA/CONV
Legal Description Exhibit A
2C4041XX (11/01)



* 2 3 9 9 1 *

cm13



* 0 3 1 4 3 1 8 7 0 0 0 0 0 2 C 4 0 4 *

[Space Above This Line For Recording Data]

CONDOMINIUM RIDER

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

Prepared By:
T J CLARK
AMERICA'S WHOLESALE LENDER

100 CONCOURSE PKWY SUITE 100
BIRMINGHAM
AL 35244

031431870
[Escrow/Closing #]

00003143187009003
[Doc ID #]

THIS CONDOMINIUM RIDER is made this FIFTH day of
SEPTEMBER, 2003 , and is incorporated into and shall be deemed to amend and supplement
the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the
undersigned (the "Borrower") to secure Borrower's Note to
AMERICA'S WHOLESALE LENDER

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
219 HEATH DRIVE
BIRMINGHAM, AL 35242
[Property Address]

MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 3

Initials: LMB

 -8R (0008).02
CONV/VA

CHL (12/01)(d)

VMP MORTGAGE FORMS - (800)521-7291

Form 3140 1/01



* 2 3 9 9 1 *



* 0 3 1 4 3 1 8 7 0 0 0 0 0 2 0 0 8 R *

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

NA

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then:

(i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and

(ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

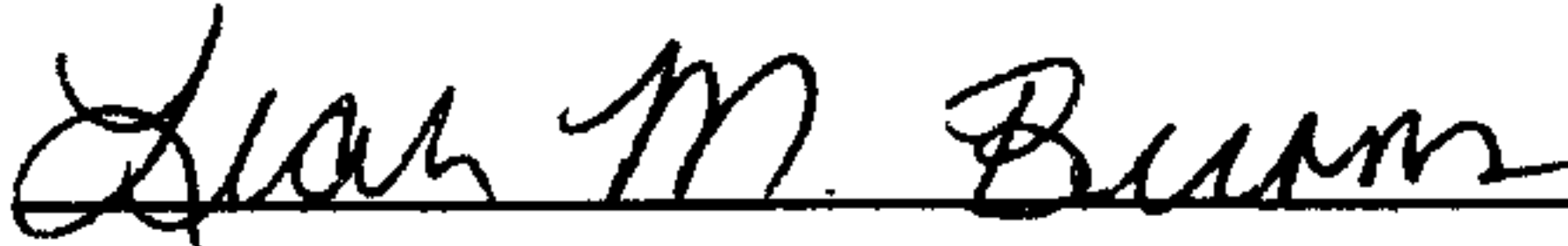
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

DOC ID #: 00003143187009003

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

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

_____(Seal)
LEAH M. BURNS - Borrower

_____(Seal)
- Borrower

_____(Seal)
- Borrower

_____(Seal)
- Borrower