

Return To:
HOMECOMINGS FINANCIAL NETWORK, INC
ONE MERIDIAN CROSSING, STE 100
MINNEAPOLIS, MN 55423
Loan Number: 042-137712-8


20040729000422630 Pg 1/23 272.75
Shelby Cnty Judge of Probate, AL
07/29/2004 15:09:00 FILED/CERTIFIED

_____[Space Above This Line For Recording Data]_____

MORTGAGE

MIN 100062604213771282

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 JULY 27TH, 2004 ,
together with all Riders to this document.

(B) "**Borrower**" is
JAMES K VAUGHN, A MARRIED MAN

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.

ALABAMA-Single Family-Fannie

(D) "Lender" is HOMECOMINGS FINANCIAL NETWORK, INC.

Lender is a CORPORATION

organized and existing under the laws of DELAWARE

Lender's address is 800 CORPORATE DRIVE, SUITE 424

FT LAUDERDALE, FL 33334

(E) "Note" means the promissory note signed by Borrower and dated JULY 27TH, 2004

The Note states that Borrower owes Lender ONE HUNDRED THIRTY THOUSAND FIVE HUNDRED AND NO/100

Dollars

(U.S. \$ 130,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1ST, 2034

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 JUDICIAL DISTRICT of SHELBY COUNTY :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

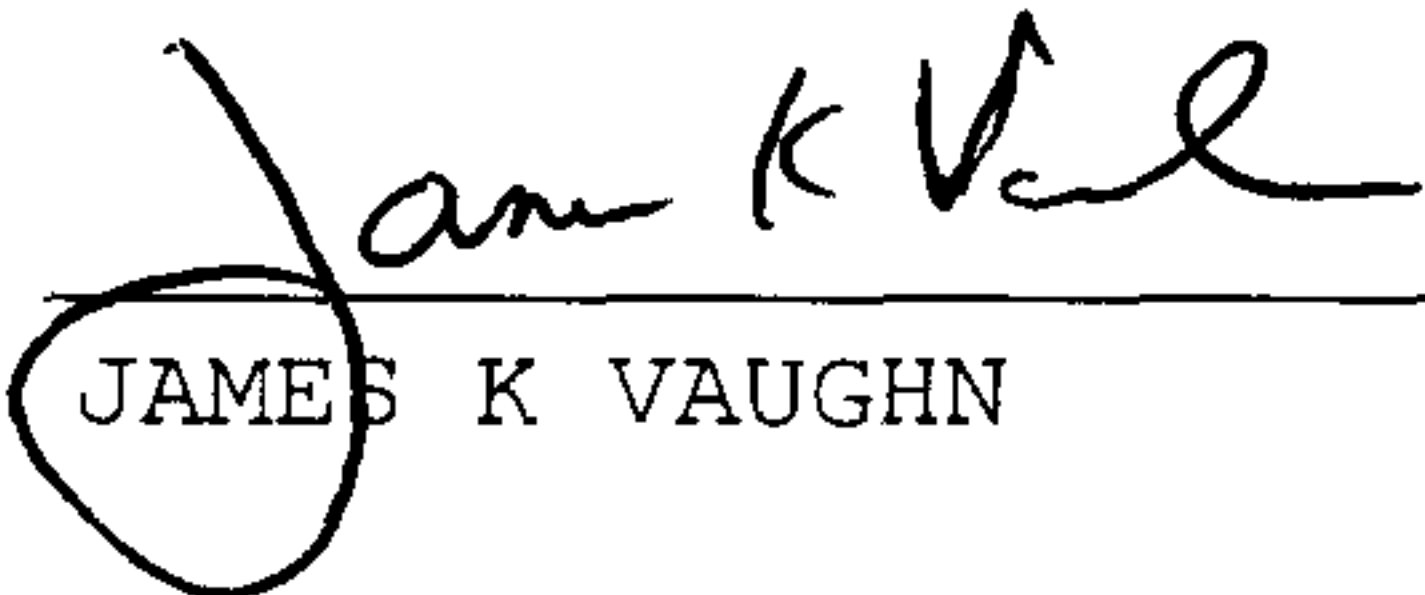
LOT 3, ACOORDING TO THE SURVEY OF LAUREL WOODS, 6TH SECTOR, AS
RECORDED IN MAP BOOK 21, PAGE 141, IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

NOTE: THIS IS NOT THE HOMESTEAD PROPERTY OF THE MORTGAGOR AS DEFINED IN
THE CODE OF ALABAMA SECTION 6-10-3.

Parcel ID Number: 13-8-27-1-0

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:

_____	 JAMES K VAUGHN	(Seal) -Borrower
_____		(Seal) -Borrower
_____ (Seal) -Borrower		_____ (Seal) -Borrower
_____ (Seal) -Borrower		_____ (Seal) -Borrower
_____ (Seal) -Borrower		_____ (Seal) -Borrower

STATE OF ALABAMA,

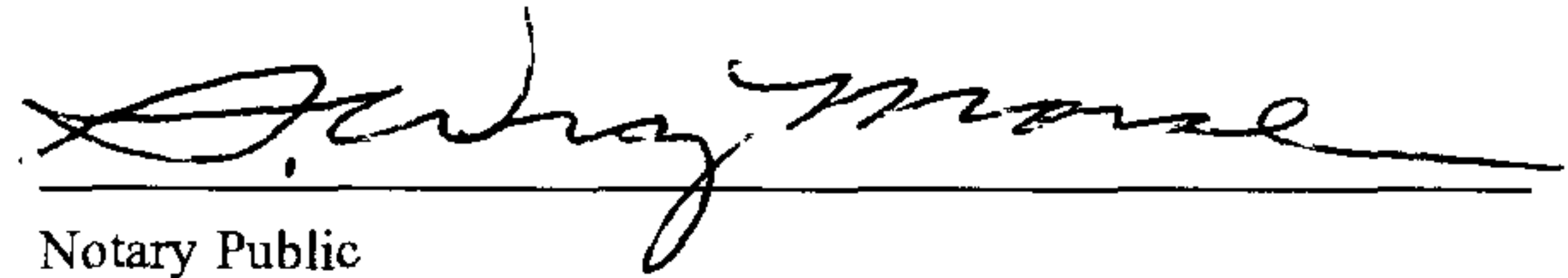
County ss: SHELBY

On this 27th day of July 2004, I,
G. Wray Morse
a Notary Public in and for said county and in said state, hereby certify that
JAMES K VAUGHN, A MARRIED MAN

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

Given under my hand and seal of office this 27th day of July, 2004 .

My Commission Expires: 9/10/04


Notary Public

FIXED/ADJUSTABLE RATE RIDER
(LIBOR One-Year Index (As Published In *The Wall Street Journal*)- Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 27TH day of JULY, 2004
, 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 ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the
"Note") to HOMECOMINGS FINANCIAL NETWORK, INC.

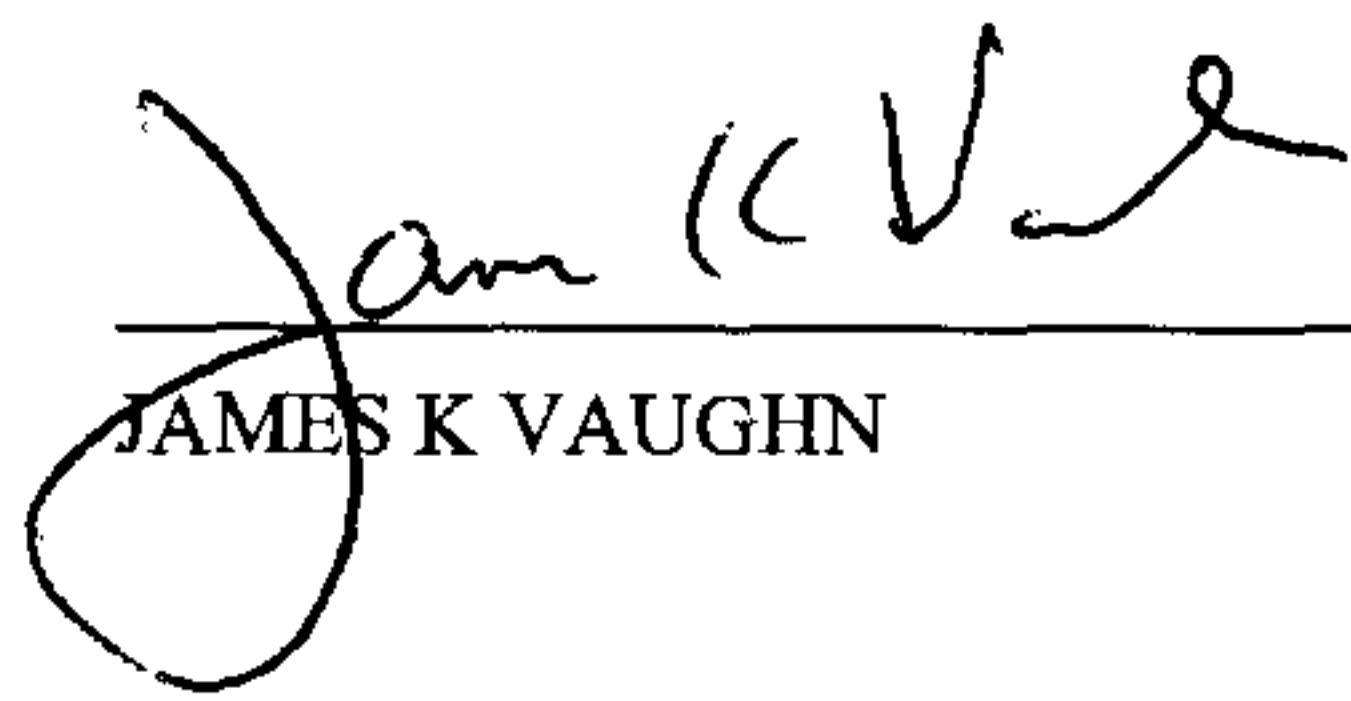
("Lender") of the same date and covering the property described in the Security Instrument
and located at: 127 ROY CRT
HELENA, AL 35080
[Property Address]

**THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST
RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE
AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT
ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.**

ADDITIONAL COVENANTS. In addition to

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.

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


JAMES K VAUGHN

(Seal)
-Borrower

(Seal)
-Borrower

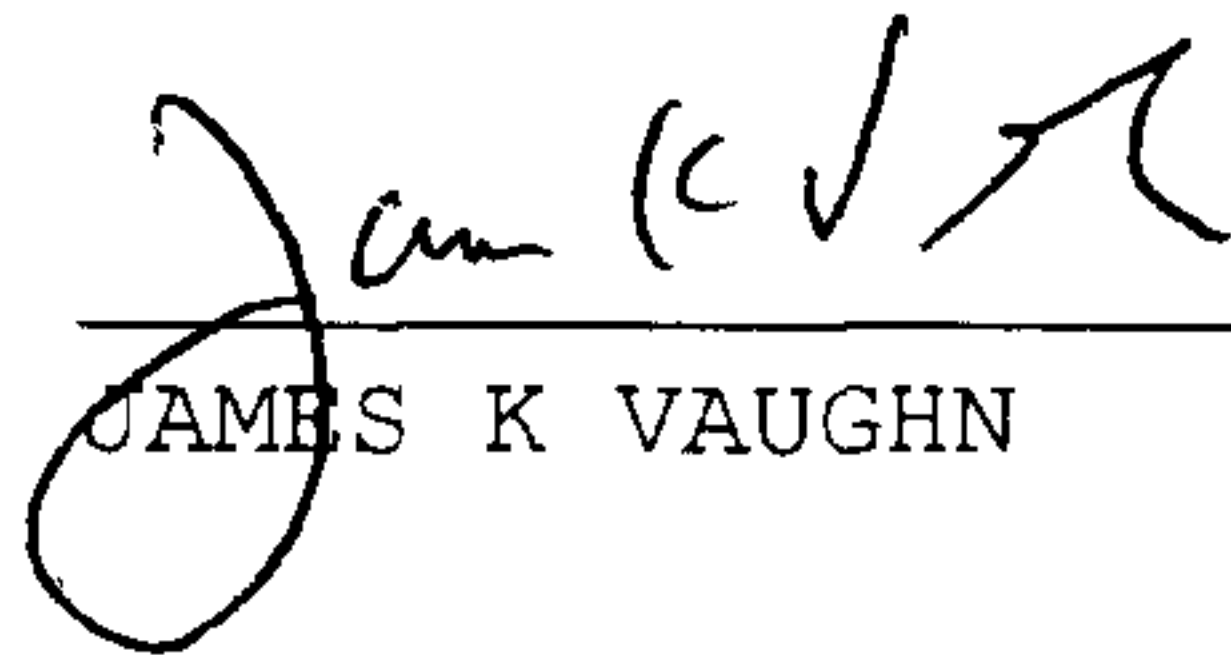
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this
1-4 Family Rider.


JAMES K VAUGHN

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower</