

Return To:

Olympus Mortgage Company
600 City Parkway West, Ste
800,
Orange, CA 92868



20041112000620820 Pg 1/16 247.25
Shelby Cnty Judge of Probate, AL
11/12/2004 08:00:00 FILED/CERTIFIED

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MORTGAGE

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 October 26, 2004 ,
together with all Riders to this document.

(B) "Borrower" is RICHARD D. KILGORE and LINDA J. KILGORE

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Olympus Mortgage Company

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

Form 3001 1/01

10/26/2004 5:25:14

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Page 1 of 15

Lender is a **Corporation**

organized and existing under the laws of **Delaware**

Lender's address is **600 City Parkway West, Ste 800 Orange, CA 92868**

Lender is the mortgagee under this Security Instrument.

(D) "**Note**" means the promissory note signed by Borrower and dated **October 26, 2004**

The Note states that Borrower owes Lender **one hundred twenty-seven thousand five hundred and 00/100**

Dollars

(U.S. \$ **127,500.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **November 1, 2034**

(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 | ☐ 1-4 Family Rider |
| ☐ VA Rider | ☐ Biweekly Payment Rider | ☐ Other(s) [specify] |

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(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 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 SHELBY :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

Parcel ID Number: 13-8-27-4-001-046.012
1503 SEQUOIA TRAIL
ALABASTER
("Property Address"):

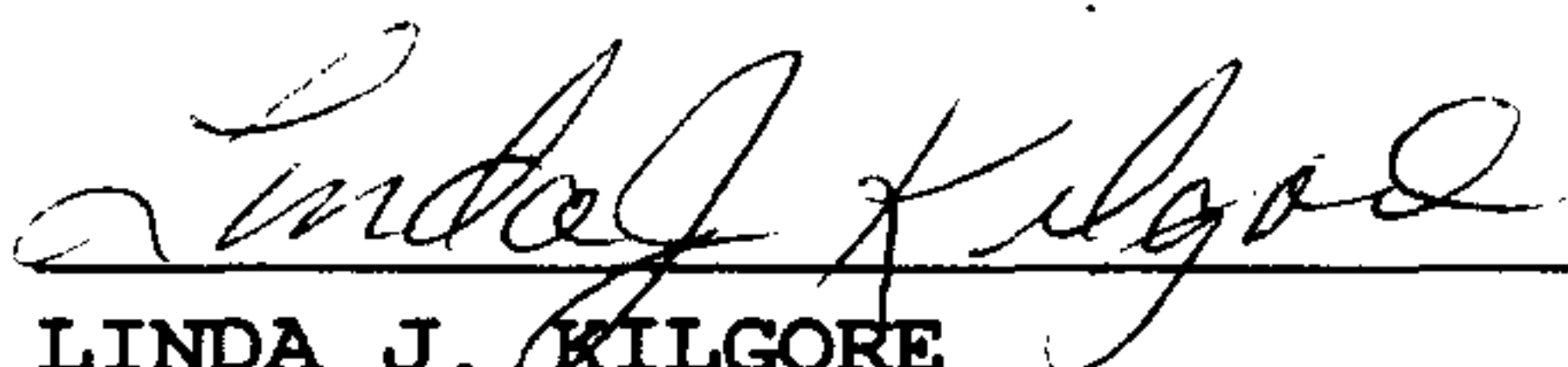
which currently has the address of
[Street]
[City], Alabama 35007 [Zip Code]

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."

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.

Witnesses:

 (Seal)
LINDA J. KILGORE -Borrower

 (Seal)
RICHARD D. KILGORE -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF ALABAMA,

SHELBY County ss:

On this 26th day of OCTOBER, 2004 before
Day Month Year

me a Notary Public in and for said county and in said state, hereby certify that

LINDA J. KILGORE AND RICHARD D. KILGORE

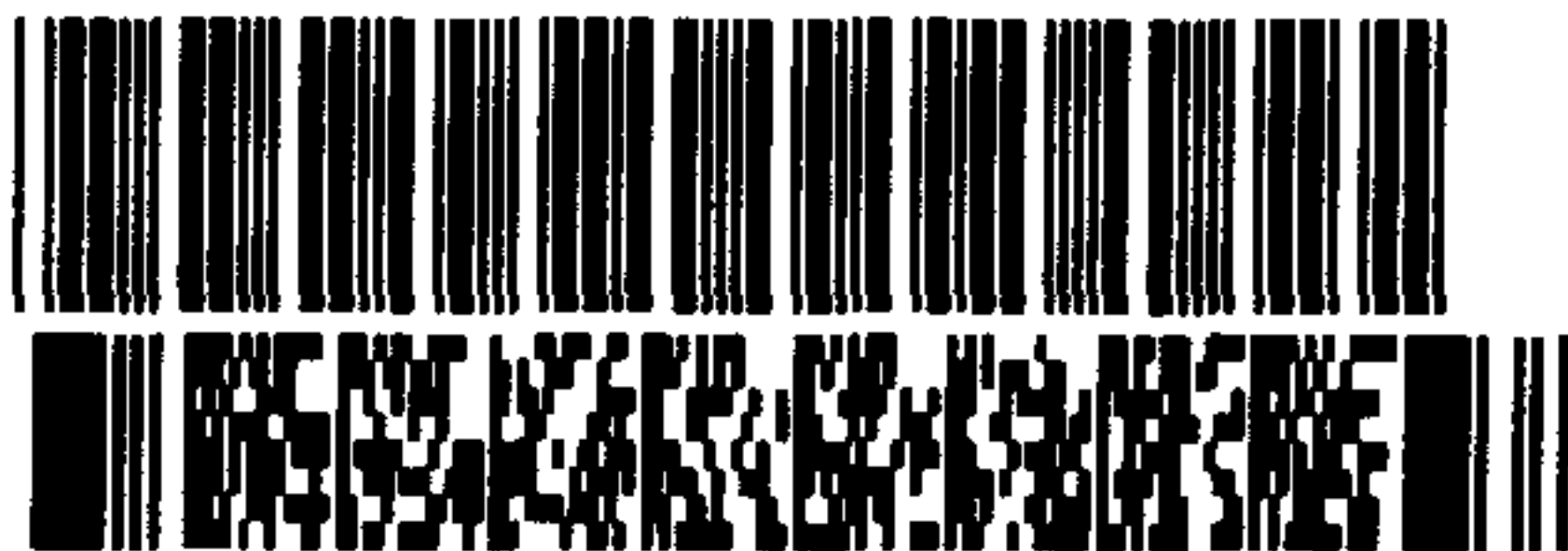
whose name ~~is~~ signed to the foregoing conveyance, and who ~~is~~ signed to the foregoing conveyance, and who ~~is~~ known to me, acknowledged before me that, being informed of the contents of the conveyance, ~~he~~ ~~she~~ ~~they~~ executed the same voluntarily and as his ~~her~~ ~~their~~ act on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

Given under my hand and seal of office this 26th day of OCTOBER, 2004

My Commission Expires: MY COMMISSION EXPIRES SEPTEMBER 28, 2008

Notary Public

Prepared By:
Katherine Skelly
600 City Parkway West, Suite 800, Orange, CA 92868



File No.: 11614

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EXHIBIT A

Lot 40, according to the Survey of Navajo Hills, 7th Sector, as recorded in Map Book 7, Page 95, in the Probate Office of Shelby County, Alabama.