



This document prepared by:
SHAILESH S RAI

Record & Return: [REDACTED]
Progressive Closing & Escrow Company, Inc.
50 Vantage Point Drive, Suite 3
Rochester, NY 14624
23-1-11-3-001-007.001

MORTGAGE

MIN: 100011506300677870

THIS MORTGAGE is made this 03/21/2006, between the Mortgagor, **JEFF MILLS AND HOPE CHI MILLS*** (herein "Mortgagor"), CITIBANK FEDERAL SAVINGS BANK a federal savings bank organized and existing under the laws of the United States, whose address is 11800 Spectrum Center Drive, Reston, VA 22090 (herein "Lender"), and Mortgage Electronic Registration Systems, Inc., a separate corporation organized and existing under the laws of Delaware whose address and telephone number is P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS (herein "Mortgagee"). Mortgagee is acting solely as a nominee for Lender and Lender's successors and assigns. The "Borrower" means the individual(s) who has(ve) signed the Fixed Rate Home Equity Loan Note (the "Note") of even date herewith and in connection with this Mortgage. ** as husband and wife*

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$32,000.00, which indebtedness is evidenced by Borrower's note dated 03/21/2006 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 03/25/2036;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Mortgagor herein contained, Mortgagor does hereby mortgage, grant and convey to Lender, together with the power of sale, the following described property located in the County of SHELBY, State of Alabama:

SEE ATTACHED LEGAL DESCRIPTION

which has the address of 138 COSHATT TRAIL, BIRMINGHAM, AL 35244 (herein, "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, an all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property." Mortgagor understands and agrees that Mortgagee holds only legal title to the interests granted by Mortgagor in this Mortgage, but, if necessary to comply with law or custom, Mortgagee (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 Mortgage.

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Mortgagor covenants that Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Mortgagor and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Mortgagor shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender shall be applied by Lender in any order it chooses.

3. PRIOR MORTGAGES AND DEEDS OF TRUST: CHARGES; LIENS. Mortgagor shall perform all of Mortgagor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due. Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

4. HAZARD INSURANCE. Mortgagor shall keep the improvement now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazard as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Mortgagor subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Mortgagor.

If Property is abandoned by Mortgagor, or if Mortgagor fails to respond to Lender within 30 days from the date notice is mailed by Lender to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

5. PRESERVATION AND MAINTENANCE OF PROPERTY: LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

6. PROTECTION OF LENDER'S SECURITY. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Mortgagor's and Lender's written agreement or applicable law.

Mortgage, continued



Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, at the Note rate, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Mortgagor requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

9. MORTGAGOR NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Mortgagor, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to Mortgage, grant and convey that Mortgagor's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property.

11. NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Lender when given in the manner designated herein.

12. GOVERNING LAW; SEVERABILITY. The Mortgage will be governed by United States federal law and, to the extent the United States federal law is inapplicable, then by the laws of the Commonwealth of Virginia; except that, with regard to the perfection and enforcement of Citibank's security interest in the Property, the Mortgage will be governed by the law of the state where the Property is located.

13. MORTGAGOR'S COPY. Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

14. REHABILITATION LOAN AGREEMENT. Mortgagor shall fulfill all of Mortgagor's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Mortgagor enters into with Lender. Lender, at Lender's option, may require Mortgagor to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Mortgagor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

15. DUE ON TRANSFER PROVISION - TRANSFER OF THE PROPERTY. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Lender's prior written consent, Lender may, at Lender's option, require immediate payment in full of all sums secured by this Mortgage. However, Lender shall not exercise this option if the exercise is prohibited by applicable law as of the date of this Mortgage. If Lender exercises this option, Lender shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If these sums are not paid prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

NON-UNIFORM COVENANTS. Mortgagor and Lender further covenant and agree as follows:

16. ACCELERATION: REMEDIES. EXCEPT AS PROVIDED IN PARAGRAPH 15 HEREOF, UPON MORTGAGOR'S BREACH OF ANY COVENANT OR AGREEMENT OF MORTGAGOR IN THIS MORTGAGE, INCLUDING THE COVENANTS TO PAY WHEN DUE ANY SUMS SECURED BY THIS MORTGAGE, LENDER PRIOR TO ACCELERATION SHALL GIVE NOTICE TO MORTGAGOR AS PROVIDED IN PARAGRAPH 11 HEREOF SPECIFYING: (1) THE BREACH; (2) THE ACTION REQUIRED TO CURE SUCH BREACH; (3) A DATE, NOT LESS THAN 10 DAYS FROM THE DATE THE NOTICE IS MAILED TO MORTGAGOR, 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 BY JUDICIAL PROCEEDING OR BY ADVERTISEMENT, AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER INFORM MORTGAGOR 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 MORTGAGOR TO ACCELERATION AND FORECLOSURE. IF THE BREACH IS NOT CURED ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE, LENDER, AT LENDER'S 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 BY JUDICIAL PROCEEDING OR BY ADVERTISEMENT. LENDER SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF DOCUMENTARY EVIDENCE, ABSTRACTS AND TITLE REPORTS.

17. MORTGAGOR'S RIGHT TO REINSTATE. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Mortgagor's breach, Mortgagor shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Mortgagor cures all breaches of any other covenants or agreements of Mortgagor contained in this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 16 hereof, including, but not limited to, reasonable attorneys' fee; and (d) Mortgagor takes such action as Lender

Mortgage, continued



may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration occurred.

18. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER. As additional security hereunder, Mortgagor hereby assigns to Lender the rents of the Property, provided that Mortgagor shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

19. RELEASE. Upon payment of all sums secured by this Mortgage and all fees due Lender, Lender shall release this Mortgage to Mortgagor. Lender may charge a fee for preparation of any statement of obligation and for preparing release documentation up to the maximum allowed by Federal or Alabama law, whichever is greater. Mortgagor shall pay all costs of recordation, if any.

20. WAIVER OF HOMESTEAD AND REDEMPTION. Mortgagor hereby waives all right of homestead exemption, equity of redemption and statutory right of redemption in and to the Property.

21. ONE MORTGAGOR. If there is only one person executing this Mortgage, such person represents that he or she is ☐ single or ☐ married. [Check one as applicable].

Mortgage, continued

citibank®

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Mortgagor and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

03/21/2006
Mortgagor: JEFF MILLS
☒ Married ☐ Unmarried

03/21/2006
Mortgagor: HOPE CHI MILLS
☒ Married ☐ Unmarried

Mortgagor:
☐ Married ☐ Unmarried

Mortgagor:
☐ Married ☐ Unmarried

☐ Married ☐ Unmarried ☐ Married ☐ Unmarried

STATE OF ALABAMA, COUNTY OF Shelby SS:

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jeff Mills whose name 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 on the day the same bears date.

Given under my hand and official seal this 21st day of March 2006

My Commission Expires: 3/4/09
Nelda Pike Basenberg
Notary Public [Print Name]

STATE OF ALABAMA, County of Shelby SS:

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that on 21 Mar 2006 came before me the within named Hope Chi Mills known to me to be the wife of the within named Jeff Mills, who being examined separate and apart from the husband touching her signature to the within named Mortgage, acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

Given under my hand and official seal, this 21st day of March 2006

My Commission Expires: 3/4/09
Nelda Pike Basenberg
Notary Public [Print Name]

(Space Below This Line Reserved For Lender and Recorder)

When Recorded Return To:
Citibank - Document Administration
1000 Technology Drive - MS 221
O'Fallon, MO 63368-2240

File No: **330-013078**

Legal Description

The following described real estate situated in Shelby County, Alabama, to wit:

Parcel 1:

COMMENCE at the Southwest corner of Section 11, Township 21 South, Range 3 West, Alabaster, Shelby County, Alabama, and;

RUN THENCE easterly along the south line of said Section 11, a distance of 1,726.82 feet to a point;

THENCE turn 70 degrees, 45 minutes 20 seconds to the left and run northerly 208.85 feet to a steel rebar corner and the point of beginning of the property being described;

THENCE turn 00 degrees 07 minutes 23 seconds to the left and continue northerly 124.85 feet to a steel rebar corner, said point also being the Southeast corner of the "Jeff D. McConathy" tract as described in Instrument number 1994-13491;

THENCE turn 84 degrees 33 minutes 48 seconds to the left and run Westerly 210.00 feet to a steel rebar corner on the Easterly right of way line of Alabama Highway 119;

THENCE turn 90 degrees 13 minutes 43 seconds to the left and run Southerly along said right-of-way line of said highway 150.04 feet to a steel rebar corner;

THENCE turn 96 degrees 23 minutes 08 seconds to the left and run easterly 222.68 feet to the point of BEGINNING.

Less and except any portion of the above property conveyed to the State of Alabama by deed recorded in Instrument Number 2001-11295.

Parcel 2:

COMMENCE at the Southwest corner of Section 11 Township 21S, Range 3 West and;

RUN THENCE easterly along the south line of said section a distance of 1726.82 feet to a point;

THENCE North 19 degrees 14 minutes 40 seconds East a distance of 208.85 feet to a point;

THENCE South 74 degrees 14 minutes 40 seconds East a distance of 87.97 feet to a point;

THENCE North 20 degrees 15 minutes 22 seconds East a distance of 111.74 feet to a point;


THENCE North 24 degrees 49 minutes 26 seconds West a distance of 210.00 feet to a point;

THENCE North 65 degrees 10 minutes 34 seconds West a distance of 23.94 feet to a point,

THENCE South 24 degrees 49 minutes 26 seconds West a distance of 210.00 feet to a point,

THENCE North 65 degrees 09 minutes 14 seconds West a distance of 59.85 feet to the point of beginning;

THENCE North 24 degrees 47 minutes 23 seconds East a distance of 4.84 feet to a point;


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Shelby Cnty Judge of Probate, AL
04/13/2006 03:35:08PM FILED/CERT

THENCE North 64 degrees 40 minutes 54 seconds West a distance of 74.51 feet to a point;

THENCE South 26 degrees 04 minutes 05 seconds West a distance of 5.40 feet to a point;

THENCE South 65 degrees 06 minutes 55 seconds East a distance of 74.63 feet to the point of beginning containing 381.76 square feet.



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Shelby Cnty Judge of Probate, AL
04/13/2006 03:35:08PM FILED/CERT