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Shelby Cnty Judge of Probate,AL
06/30/2006 10:31:27AM FILED/CERT

Recording requested by and
when recorded return to:
Consumer Loan Records Center
1170 Silber Rd
Houston, TX 77055
Attn: Mailstop: CLRVLTTX

This Instrument was prepared by:
Rufino Chan
Washington Mutual Bank
17877 VON KARMAN, 5TH FLOOR, BLDG B
IRVINE, CA 92614-6297

Washington Mutual

OPEN-END MORTGAGE

Loan Number: 0682061999

THIS MORTGAGE is from:
JOHN PATUN AND PATRICIA PATUN, HUSBAND AND WIFE.

whose address is:
2714 GRAHAM AVE REDONDO BEACH, CA 90278-2224
("Borrower"); in favor of:
Washington Mutual Bank, a federal association, which is organized and existing under the laws of the United States of America and whose address is 2273 N Green Valley Parkway, Suite #14, Henderson, NV 89014 ("Lender") and its successors or assigns.

1. **Granting Clause.** Borrower hereby grants, bargains, sells, conveys and mortgages to Lender and its successors and assignees the real property in SHELBY County, Alabama, described below and all rights and interest in it Borrower ever gets:
SEE LEGAL DISCRIPTION ATTACHED.

This Mortgage is second and subordinate to _____ first Mortgage in the amount of $_____ recording concurrently herewith.

Tax Parcel Number: 13-4-20-4-004-002.000 together with all insurance and condemnation proceeds related to it; all income, rents and profits from it; all plumbing, lighting, air conditioning and heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in appliances and other fixtures at any time installed on or in or used in

connection with such real property, all of which at the option of Lender may be considered to be either personal property or to be part of the real estate.

All of the property described above will be called the "Property." If any of the Property is subject to the Uniform Commercial Code, this Mortgage is also a Security Agreement which grants Lender, as secured party, a security interest in all such property.

2. **Obligation Secured.**

(a) This Mortgage is given to secure performance of each promise of Borrower contained herein or in a WaMu Equity Plus(TM) Agreement and Disclosure with Lender with a maximum credit limit of $20,687.00 (the "Credit Agreement"), including any extensions, renewals or modifications thereof, and repayment of all sums borrowed by Borrower under the Credit Agreement with interest from the date of each advance until paid at the rates provided therein. The Credit Agreement provides for variable and fixed rates of interest. Under the Credit Agreement, the Borrower may borrow, repay and re-borrow from time to time, up to the maximum credit limit stated above, and all such advances shall be secured by the lien of this Mortgage. This Mortgage also secures payment of certain fees and charges payable by Borrower under the Credit Agreement, certain fees and costs of Lender as provided in Section 9 of this Mortgage and repayment of money advanced by Lender to protect the Property or Lender's interest in the Property, including advances made pursuant to Section 6 below. The Credit Agreement provides that unless sooner repaid, the Debt is due and payable in full on 06/23/2036 (the "Maturity Date"). All of this money is called the "Debt."

(b) A copy of the Credit Agreement identified as Exhibit "A" is attached hereto and incorporated herein by reference.

3. **Representations of Borrower.** Borrower represents that:

(a) Borrower is the owner of the Property which is unencumbered except by easements, reservations and restrictions of record not inconsistent with the intended use of the Property and any existing first mortgage or mortgage given in good faith and for value, the existence of which has been disclosed in writing to Lender; and

(b) The Property is not used for any agricultural or farming purposes.

4. **Promises of Borrower.** Borrower promises:

(a) To keep the Property in good repair and not to remove, alter or demolish any of the improvements on the Property without first obtaining Lender's written consent;

(b) To allow representatives of Lender to inspect the Property at any reasonable hour and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;

(c) To pay on time all lawful taxes and assessments on the Property;

(d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;

(e) To see to it that this Mortgage remains a valid lien on the Property superior to all liens except those described in Section 3(a); and

(f) To keep the improvements on the Property insured by a company satisfactory to Lender against fire and extended coverage perils, and against such other risks as Lender may reasonably require, in an amount equal to the full insurable value of the improvements and to deliver evidence of such insurance coverage to Lender. Lender will be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in the same manner as

payments under the Credit Agreement or, at Lender's sole option, released to Borrower. In the event of foreclosure or sale of the Property, all rights of the Borrower in insurance policies then in force shall pass to the Lender or purchaser of the Property.

5. **Sale, Transfer or Further Encumbrance of Property.** The Loan is personal to Borrower and the entire Debt shall be accelerated and become immediately due and payable in full upon any sale or other transfer of the Property or any interest therein by Borrower including, without limit, further encumbrance of the Property. A sale or other transfer of the Property or any interest therein by Borrower without the full payment of the Debt shall constitute an event of default hereunder.

6. **Curing of Defaults.** If Borrower fails to comply with any of the covenants in Section 4, including all the terms of any prior mortgage or deed of trust, Lender may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Borrower's failure to comply.

Repayment to Lender of all the money spent by Lender on behalf of Borrower shall be secured by this Mortgage. The amount spent shall bear interest at the rates from time to time applicable under the Credit Agreement and be repayable by Borrower on demand. Although Lender may take action under this paragraph, Lender is not obligated to do so.

7. **Remedies For Default.**

(a) Prompt performance under this Mortgage is essential. If Borrower does not pay any installment of the Debt on time, or any other event occurs that entitles Lender to declare the unpaid balance of the Debt due and payable in full under the Credit Agreement, the Debt and any other money whose repayment is secured by this Mortgage shall immediately become due and payable in full, at the option of the Lender, and the total amount owed by Borrower on the day repayment in full is demanded, including all unpaid interest, will thereafter bear interest at the rate specified in the Credit Agreement.

(b) If the Borrower is in default under this Mortgage, this Mortgage shall be subject to foreclosure, at the Lender's option. Notice of the exercise of such option is expressly waived by Borrower, and Lender shall have the right to enter upon and take possession of the Property, and after, or without taking possession of the Property, to sell the Property at the front or main door of the courthouse of the county where the Property is located, at public outcry for cash, after first giving notice of the description of the property to be sold and the time, place and terms of such sale by publication once a week for three (3) consecutive weeks prior to the sale in a newspaper published in the county or counties in which the property to be sold is located. Borrower waives any requirement that the Property be sold in separate tracts and agrees that Lender may sell the Property en masse regardless of the number of parcels conveyed by this Mortgage. The power of sale granted to Lender is a continuing power of sale and shall not be fully exercised until all of the Property not previously sold is sold or all of the Obligations are satisfied in full. Upon the payment of the purchase price, Lender or the auctioneer conducting the sale is authorized to execute a deed to the property in Borrower's name and deliver the deed to the purchaser at the foreclosure sale. Lender, its successors, assigns, agents or attorneys may bid all or part of the Debt owed and become the purchaser of the property at any sale hereunder.

The proceeds from the sale of the Property shall be applied as follows: (i) to the expense of advertising, preparing, selling and conveying the Property for sale, including reasonable attorney fees incurred by Lender in the foreclosure action or any injunction proceeding, bankruptcy, appeal or other proceeding challenging the right of Lender to foreclose this Mortgage or sell any of the

Property; (ii) to the payment of any amounts expended or that may be necessary to expend to pay insurance, taxes, assessments and other liens and mortgages; (iii) in full or partial payment of the Obligations secured by the Mortgage; and (iv) the balance, if any, to be paid in accordance with the requirements of law.

(c) The foreclosure of this Mortgage is not the exclusive remedy of Lender to collect the Debt. Lender may, upon the occurrence of a default as set forth in Section 7(a) above, institute any other remedies available to a creditor under Alabama law. In connection with any portion of the Property which is personal property, Lender shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the State of Alabama.

(d) By accepting payment of any sum secured by this Mortgage after its due date, Lender does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

8. **Condemnation; Eminent Domain.** In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully satisfy the obligation secured by this Mortgage, shall be paid to Lender to be applied to the obligation in the same manner as payments under the Credit Agreement.

9. **Fees and Costs.** Borrower shall pay Lender's reasonable cost of searching records, other reasonable expenses as allowed by law and reasonable attorney's fees in any lawsuit or other proceeding to foreclose this Mortgage, in any lawsuit or proceeding which Lender is obligated to prosecute or defend to protect the lien of this Mortgage, in any other action taken by Lender to collect the Debt, including without limitation any disposition of the Property under the Uniform Commercial Code, and any action taken in bankruptcy proceedings as well as any appellate proceedings.

10. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay Lender a Release Fee, unless prohibited by law, and for all recordation costs of any satisfaction of this Mortgage.

11. **Payoff and Similar Statements.** Unless prohibited by law, Lender may collect a fee in the amount determined by Lender for furnishing a payoff demand statement or similar statement.

12. **Miscellaneous.** This Mortgage shall benefit and obligate the heirs, devisees, legatees, administrators, executors, successors and assigns of the parties hereto. The words used in this Mortgage referring to one (1) person shall be read to refer to more than one (1) person if two (2) or more have signed this Mortgage or become responsible for doing the things this Mortgage requires. This Mortgage shall be governed by and construed in accordance with Federal law and, to the extent Federal law does not apply, the laws of the State of Alabama. **IN THE EVENT OF ANY ACTION HEREUNDER OR RELATED HERETO, AND SUBJECT TO APPLICABLE LAW, BORROWER HEREBY WAIVES ANY RIGHT TO A JURY TRIAL.** If any provision of this Mortgage is determined to be invalid under law, that fact shall not invalidate any other provision of this Mortgage, but the Mortgage shall be construed as if not containing the particular provision or provisions held to be invalid and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

☐ 13. **Joining in Execution.** If this box is checked the following applies:
_____ joins in the execution and delivery of this Mortgage to induce Lender to make the loan and to create a valid enforceable lien under Alabama law.

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_____ does not undertake any responsibility for payments of the Credit Agreement secured by this Mortgage but is jointly and severally responsible with the Borrower for the performance of all warranties, terms and conditions of the Mortgage.

14. **Riders.** If one (1) or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Condominium Rider ☐ Other: _____
(specify)

☐ Planned Unit Development Rider

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0682061999

DATED at _____, _____ this _____ day of _____, _____.

BORROWER(S):

_____
JOHN PATUN

_____
PATRICIA PATUN

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STATE OF ~~ALABAMA~~ CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that:
JOHN PATUN and
PATRICIA PATUN and
and
and
and
and
and
,
whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 23 day of June, 2006.

CINDY AUSLAND
Comm. # 1405239
NOTARY PUBLIC - CALIFORNIA
Los Angeles County
My Comm. Expires April 10, 2007

Cindy Ausland
Notary Public
My Commission expires : 4-10-07

RE: JOHN PATUN
PATRICIA PATUN

LOAN:

FILE NO: R06-14537

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EXHIBIT "A"

LOT 1402, ACCORDING TO THE SURVEY OF OLD CAHABA IV, 2ND ADDITION, PHASE FOUR, AS RECORDED IN MAP BOOK 33 AT PAGE 130 IN THE OFFICE OF THE PROBATE JUDGE OF SHELBY COUNTY, ALABAMA.