



20060712000335500 1/25 \$561.50
Shelby Cnty Judge of Probate, AL
07/12/2006 01:24:34PM FILED/CERT

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PARCEL TAX ID#:
PMI CASE#:

Loan No. 000318718

MIN 1003780-0000318718-6 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 June 30th, 2006, together with all Riders to this document.

(B) "Borrower" is

ERIN CURRY RADFORD AND JEFFREY LAMAR RADFORD,

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 Lenders 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.

(D) "Lender" is **BAYROCK MORTGAGE CORPORATION**

Lender is a **A GEORGIA CORPORATION** organized and existing under the laws of **THE STATE OF GEORGIA**. Lender's address is **11380 SOUTHBIDGE PARKWAY, SUITE 200, ALPHARETTA, GA 30022-4468**

Lender is the mortgagee under this Security Instrument.

(E) "Note" means the promissory note signed by Borrower and dated **June 30th 2006**. The Note states that Borrower owes Lender **THREE HUNDRED NINETEEN THOUSAND AND NO/100**

Dollars (U.S. \$ **319,000.00**) 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, 2036

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "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.

(H) "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	☐ Biweekly Payment Rider	☐ 1-4 Family Rider
☐ Other(s) [specify]	☐ Planned Unit Development Rider	

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §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.

(Q) "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 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

COUNTY

[Type of Recording Jurisdiction]

of **SHELBY**

[Name of Recording Jurisdiction]

SEE ATTACHED EXHIBIT A

which currently has the address of **119 BIRCH CREEK DRIVE**

[Street]

EXHIBIT "A"

**Lot 4, according to the Survey of Birch Creek Subdivision, as recorded in Map Book 27,
Page 143, in the Office of the Judge of Probate of Shelby County, Alabama.**

E.C.R.



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