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~~AFTER RECORDATION RETURN TO:~~
GMAC Mortgage Corporation

This Instrument was prepared by:
Beverly Campbell
GMAC Mortgage Corporation
4 Walnut Grove Drive
Horsham, PA 19044-0963

State of Alabama
County of Shelby

Account No.: 3507753 ****
Branch No.: 886
Loan Product: BR 80% CLTV Standalone MIN 1000697-8250350775-7

MORTGAGE 9983775

THIS MORTGAGE SECURES OBLIGATORY FUTURE ADVANCES.

THIS MORTGAGE, as amended and extended *(this "Mortgage")* is signed to secure advances under a GMAC Home Equity Line of Credit agreement *(the "Agreement");* it is dated as of June 9, 2006, and is made by James C. Carey and Freida M. Bicknell, husband and wife. who reside(s) at 132 Wisteria Drive , Chelsea, Alabama 35043, as mortgagor(s), in favor of GMAC Mortgage Corporation, a Pennsylvania Corporation, 100 Witmer Road, Horsham, PA 19044-0963 (herein "GMAC") and the Mortgage Electronic Registration Systems, Inc., P.O. Box 2026, Flint, MI 48501-2026 ("MERS") acting solely as nominee for GMAC and GMAC's successors and assigns under this Mortgage, as mortgagee.

Throughout this Mortgage, "we", "us" and "our" refer to mortgagor(s). "GMAC" refers to GMAC Mortgage Corporation or its assigns. The "Account" refers to the Home Equity line of credit account established by GMAC under the Agreement. "Borrower" refers to each person who signs the Agreement as borrower. The Agreement and this Mortgage, taken together, are called the "Credit Documents." "Signer" refers to any person (other than GMAC) who has signed a Credit Document.

DESCRIPTION OF SECURITY

By execution of this Mortgage and to secure the payment of the hereinafter described obligations to GMAC and the performance of each Borrower under the Agreement and our performance under this Mortgage, we hereby grant, bargain, sell and convey unto MERS acting solely as a nominee for GMAC the following: (a) the real estate located at 132 Wisteria Drive, Chelsea, County of Shelby, State of Alabama 35043 as more fully described in Schedule A attached hereto and made a part hereof; (b) all buildings and other structures located thereon; (c) all rights we may have on any road, alley, easement or license regarding said property or in any mineral, oil, gas or water which is part of said property; (d) all rents and royalties appertaining to said property; (e) all proceeds of any insurance on said property; (f) all proceeds of any taking (or threatened taking) of said property by any governmental authority; and (g) all fixtures located on said property at any time (collectively, the "Property"). To have and to hold said property unto GMAC, its successors and assigns forever.

The Property includes all rights and interests which we now have or which we may acquire in the future. For example, if the security mortgaged under this Mortgage is a leasehold estate and we subsequently acquire fee title to the Property, the rights and interests granted to MERS acting solely as a nominee for GMAC by this Mortgage will include the fee title that we acquire. This Mortgage is also a Security Agreement under the Alabama Uniform Commercial Code and we hereby grant MERS acting solely as a nominee for GMAC a security interest in the personal property described in (d) through (f) above.

SECURED OBLIGATIONS

THIS MORTGAGE SECURES OBLIGATORY FUTURE ADVANCES.

We have signed this Mortgage to secure (a) the payment to GMAC of up to $72,000.00 (the "Credit Limit")., plus FINANCE CHARGES and any other amounts due GMAC under the Agreement; (b) the performance under the Agreement of each Borrower; and (c) our performance under this Mortgage (collectively, the "Obligations"). The Agreement and this Mortgage, taken together, are called the "Credit Documents".

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PRIORITY OF ADVANCES

The lien of this Mortgage will attach on the date this Mortgage is recorded. The indebtedness evidenced by the Credit Documents is a revolving indebtedness. The Credit Documents provide that amounts may be advanced, repaid and readvanced from time to time in accordance with the terms and provisions of the Agreement. Accordingly, the aggregate advances during the term of the Credit Documents may exceed the Credit Limit. However, the Total Balance Outstanding less FINANCE CHARGES at any time *(the "Earning Balance Outstanding")* shall never exceed the Credit Limit, except for advances made to protect the lien of this Mortgage. We agree that the lien and security title of this Mortgage shall not be deemed released or extinguished by operation of law or implied intent of the parties if the Total Balance Outstanding is zero as of the date of this Mortgage or is from time to time reduced to zero by payments made to GMAC.

PROMISES AND DUTIES

We promise that, except for Permitted Liens: (a) we own the Property in fee simple; (b) we have the right to mortgage and convey the Property to GMAC; and (c) there are no outstanding claims or charges against the Property. The term "Permitted Lien" means (x) any mortgage, deed to secure debt or deed of trust *("security instrument")* disclosed to GMAC by any Signer in applying for the Account, to the extent that the amount secured by such security instrument does not exceed the amount disclosed on such application; and (y) any liens, claims and restrictions of record that do not individually or collectively have a material adverse impact upon GMAC's security, the value of the Property or the Property's current use.

Each of us will warrant and forever defend the title to the property to GMAC. This means that each of us will be fully responsible for any losses which GMAC suffers because someone has rights in the Property other than Permitted Liens. We promise that we will defend our ownership of the Property against any claims of such right.

We will neither take nor permit any action to partition, subdivide or change the condition of title to all or any part of the Property. We will not amend any Permitted Lien without GMAC's prior written consent.

CERTAIN PROVISIONS OF THE AGREEMENT

We understand that GMAC may, under certain circumstances set forth in the Agreement, cancel its obligation to make future advances and/or require repayment at once of the Total Balance Outstanding.

Under the Agreement, FINANCE CHARGES are based on the "prime rate" published in The Wall Street Journal or in certain circumstances the "prime rate" published in The New York Times or a similar index selected by GMAC. The rate of FINANCE CHARGES changes on a daily basis as the index or the amount outstanding under the Agreement increases or decreases. We understand that Borrower will not receive advance notice of such changes.

PROMISES AND AGREEMENTS

We agree with GMAC as follows:

1. TIMELY PAYMENT. Except as limited by paragraph 10 below, Borrower shall pay when due all sums owed GMAC under the Credit Documents.

2. APPLICATION OF PAYMENTS. All payments shall be applied by GMAC as set forth in the Agreement.

3. MORTGAGES AND DEEDS OF TRUST; CHARGES; CLAIMS. We shall make payments when due and perform all our obligations under any mortgage, deed of trust or other security agreement on the Property.

We shall pay or cause to be paid when due all loans, taxes, assessments, charges, fines, impositions and rents of any kind relating to the Property *("Assessments")*. Receipts evidencing such payments shall be delivered to GMAC upon its request. Except for Permitted Liens, we shall not allow any encumbrance, charge or lien on the Property to become prior to this Mortgage.

4. HAZARD INSURANCE; GOVERNMENTAL TAKINGS.

(a) We shall, at our cost, keep all improvements on the Property insured against loss caused by hazards included in the term "extended coverage" or by other hazards GMAC may reasonably specify. Hazard insurance shall be in an amount equal to the lesser of (i) the full replacement cost of the building that is part of the Property or (ii) the amount of this Mortgage plus the total amount of all Permitted Liens; but never less than the amount necessary to satisfy any coinsurance requirement contained in the insurance policy.

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We may choose the insurance company, subject to approval by GMAC which may not be unreasonably withheld. All insurance policies and renewals must be in form acceptable to GMAC and must include a standard mortgagee clause in favor of GMAC. GMAC shall have the right to hold the policies and renewals, subject to the terms of any Permitted Liens. If we pay the premiums directly, we shall provide GMAC with all renewal notices and, if requested by GMAC, all receipts for premiums. If policies and renewals are held by any other person, we shall supply copies of them to GMAC within ten calendar days after they are issued.

In the event of loss, we shall give prompt notice to the insurance company and GMAC. GMAC may file a proof of loss if we fail to do so promptly.

(b) The proceeds of any condemnation of the Property shall be paid to GMAC, subject to any Permitted Liens. We shall give GMAC notice of any threatened condemnation and sign all documents required to carry out this paragraph 4. No condemnation settlement may be made without GMAC's prior written approval which shall not be unreasonably withheld.

(c) Subject to the terms of any Permitted Lien, GMAC may elect that the proceeds of any insurance or condemnation (after payment of all reasonable costs, expenses and attorneys' fees paid or incurred by GMAC and us) shall be applied to pay the Secured Obligations, to repair or reconstruct the Property, and/or pay us for our loss. In the event that such proceeds are not used entirely for repair and reconstruction, we shall provide GMAC with a new appraisal or valuation of the Property, conducted by a person or entity and in a form reasonably acceptable to GMAC, unless GMAC waives this requirement in writing. The receipt of proceeds shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

If the Property is abandoned by us, or if we fail to respond to GMAC in writing within 30 calendar days from the date notice of a proposed insurance or condemnation settlement is given to us, GMAC may settle the claim, collect the proceeds and apply them as set forth above.

If the Property is acquired by GMAC, all of our right, title and interest in and to any insurance or condemnation proceeds shall become the property of GMAC to the extent of the sums secured by this Mortgage.

5. MAINTENANCE OF THE PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. We shall: use, improve and maintain the Property in compliance with law; keep the Property in good repair and pay when due all repair costs; prevent waste, impairment and/or deterioration of the Property; and comply with the provisions of any lease of the Property.

If the Property is part of a condominium project or a planned unit development, we shall promptly perform all of our obligations under the governing documents of the project or development.

6. PROTECTION OF GMAC SECURITY; GMAC AUTHORITY TO MAKE ADVANCES WITHOUT SPECIFIC REQUEST. We shall appear in and defend any action or proceeding which may affect the security of GMAC under this Mortgage or result in a violation of paragraph 3 above. If such an action is filed, we violate this Mortgage or Borrowers violate the Agreement, then GMAC may disburse funds and do whatever it believes necessary to protect the security of this Mortgage. In doing so, GMAC shall give us notice but it need not make demand or release us from any obligation.

We hereby authorize GMAC on our behalf and on GMAC's behalf to make any payments we are required to make under this Mortgage if we fail to do so. We appoint GMAC our attorney-in-fact for this purpose and agree that this appointment is coupled with an interest and that we may not end this appointment. All such payments will be treated as advances under the Agreement. However, we will repay these advances, together with FINANCE CHARGES on these advances, upon demand. In addition, we will repay GMAC upon demand any of its disbursements under the preceding paragraph, together with FINANCE CHARGES, to the extent permitted by law. Until paid by us, all such amounts are secured by this Mortgage even if they cause us to exceed the Credit Limit.

GMAC is not required to incur any expense or take any action under this Mortgage and no action taken shall release us from any duty.

7. INSPECTION. Representatives of GMAC may inspect the Property from time to time. Except in an emergency, GMAC must first give notice specifying reasonable cause for the inspection.

8. FINANCE CHARGES AFTER END OF ACCOUNT AND/OR JUDGMENT. To the extent permitted by law, we agree that FINANCE CHARGES after the end of the Account and/or after a judgment is entered shall continue to accrue at the rates and in the manner specified in the Agreement.

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9. OUR CONTINUING DUTIES AND GMAC'S RIGHTS; SURRENDER OF RIGHTS. If this Mortgage is a first mortgage, to the extent permitted by law, for ourselves and our successors, we hereby surrender, eliminate and waive the benefit of all homestead, dower, curtsey, appraisement, valuation, redemption, reinstatement, stay, extension, exemption and moratorium laws now existing or hereafter enacted and any right to have the Property marshalled upon any foreclosure. We further agree that any court having jurisdiction to foreclosure may order the Property sold as an entirety.

No surrender of any GMAC right under the Credit Documents shall release or limit our liability, or that of any person who subsequently becomes subject to our duties (a "successor"), nor shall any such surrender affect the claim or priority of this Mortgage. GMAC shall not be required to start proceedings against any successor or modify payment terms by reason of any demand made by us or any successor.

No GMAC act or failure to act shall waive any right under this Mortgage. All waivers must be in writing and signed by GMAC; they shall apply only to the extent and with respect to the event specified in the writing. Obtaining insurance, or paying taxes, other liens or charges shall not be a waiver of GMAC's right to demand payment at once of the sums secured by this Mortgage in the event of a default under the Credit Documents.

10. SUCCESSORS AND ASSIGNS; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. This Mortgage shall bind us and our respective successors for the benefit of GMAC and any persons or entities that subsequently becomes entitled to GMAC's rights. All agreements made by us or any successor are "joint and several," which means that they may be enforced against each of us or any successor.

Any person who co-signs this Mortgage but does not sign the Agreement (a) is co-signing only to mortgage that person's interest in the Property and to release all marital and homestead rights in the Property, (b) is not personally liable under the Credit Documents, and (c) agrees that GMAC and any Borrower may agree to modify the Credit Documents, without consent and without modifying the interests under this Mortgage.

11. NOTICES. All notices shall be in writing. Except where applicable law requires otherwise:

(a) GMAC notices shall be hand delivered or mailed by first class, registered or certified mail to the address of the Property or to such other address specified by the addressee in a written notice given to GMAC.

(b) Our notices shall be mailed to GMAC by first class, registered or certified mail to the address for such notices specified on our most recent monthly statement under the Agreement or to such other address specified by GMAC in a written notice given to us.

12. GOVERNING LAW. This Mortgage will be governed by Federal and Alabama law. If any provision is invalid, illegal, or unenforceable, this Mortgage shall be interpreted as if such provision had never been included.

13. COPIES. We shall receive copies of the Credit Documents and any other documents we sign at the time they are signed or after this Mortgage is recorded.

14. EXERCISING REMEDIES. GMAC may exercise all of the rights and remedies provided by the Credit Documents or law, and any of these rights and remedies may be exercised individually or together, once or a number of times. The parties to this document are subject to the provision for Arbitration as set forth in the Agreement which is incorporated by reference as if set forth at length herein.

15. EVENTS OF DEFAULT.

(a) The events set forth in paragraph 15(b) are Events of Default if and when GMAC gives any Signer notice of default. We agree to notify GMAC promptly upon the happening of any event that would be an Event of Default under either Credit Document upon the giving of notice by GMAC.

(b) After giving notice of default, GMAC may end the Account and/or demand repayment at once of the Total Balance Outstanding in any of the following events:

(i) There has been fraud or material misrepresentation by any Signer in connection with the Account;

(ii) Borrowers have failed to meet the repayment terms of the Agreement for any amount outstanding; or

(iii) Any action or inaction by any Signer has adversely affected the Property or any right of GMAC in the Property; to the extent permitted by law, this will include, but not be limited to, any Signer (or any legal representative or successor of any Signer) agreeing to sell, transfer or assign or selling, transferring or assigning any interest in the Property, without the prior written consent of GMAC.

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(c) Notwithstanding any language in this Mortgage to the contrary, GMAC will not give notice of default unless permitted by applicable law and GMAC will give us any grace period, right to cure and/or reinstatement right required by applicable law. This paragraph 15 is intended to give GMAC all rights permitted byapplicable law.

16. REMEDIES. IF BORROWERS DO NOT REPAY AT ONCE THE TOTAL BALANCE OUTSTANDING WHEN DUE, GMAC MAY EXERCISE ANY REMEDY AVAILABLE TO IT UNDER APPLICABLE LAW, INCLUDING FORECLOSURE.

17. APPOINTMENT OF RECEIVER. The receiver shall have the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale and to collect the rents from the Property and apply the proceeds, over and above the cost of the receivership, against amounts owed to GMAC and secured hereby. The receiver may serve without bond if permitted by law and GMAC's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount.

18. POWER OF SALE. GMAC may take possession of the Property and, with or without taking such possession, after giving notice of the time, place and terms of sale, together with a description of the Property to be sold, by publication, once a week for three successive weeks in some newspaper published in the county or counties in which the Property to be sold is located to sell the Property (or such part or parts thereof as GMAC may from time to time elect to sell) in front of the main door of the courthouse of the county in which the Property to be sold, or substantial or material part thereof, is located, at public outcry to the highest bidder for cash. If there is Property to be sold under this Mortgage in more than one county, publication may be made in all counties where the Property to be sold is located, the notice shall be published in a newspaper published in an adjoining county for three successive weeks. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale under this Mortgage. GMAC may bid at any sale held under the terms of this Mortgage and may purchase the Property if the highest bidder therefore. The proceeds of any such sale shall be applied as follows: first, to the expense of advertising, selling and conveying the Property and foreclosing this Mortgage, including reasonable attorneys' fees; second, to the payment in full of the balance owed to GMAC and secured by this Mortgage in whatever order and amounts GMAC may elect, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; third, to the payment of any amounts that have been spent, or that may then necessary to spend, in paying insurance premiums, liens, any prior mortgages or other encumbrances related to the Property, with interest thereon; and, fourth, the balance, if any, to be paid to the party or parties appearing of record to be the party with the priority claim as owner at the time of sale, after deducting the cost of ascertaining who is such owner. We hereby waive any and all rights to have the Property marshalled. In exercising its rights and remedies, GMAC shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, GMAC, or the owner or its successor to the rights under this Mortgage, or auctioneer, shall execute to the purchaser, for and in our name a deed to the Property. GMAC shall also have all of the rights and remedies provided in this Mortgage or the Agreement available at law or in equity.

GMAC shall give us reasonable notice of the time and place of any public sale of the personal property or of the time after which any private sale or other intended disposition of the personal property is to be made. Reasonable notice shall mean notice given at least ten days before the time of the sale or disposition.

19. SATISFACTION OF MORTGAGE. Upon payment and discharge of all sums and the obligations secured by this Mortgage and termination of the Account, this Mortgage shall be void and GMAC shall satisfy this Mortgage and file a discharge or release.

20. REQUEST FOR NOTICES. GMAC requests and we consent that copies of notices of default, sale and foreclosure from the holder of any claim which has priority over this Mortgage be sent to GMAC at 100 Witmer Road, Horsham, PA 19044-0963.

21. EXHIBITS, SCHEDULES AND RIDERS, ETC. The terms of any Exhibit, Schedule or Rider attached to this Mortgage or executed and recorded with this Mortgage shall be treated as if fully set forth in this Mortgage. All of the terms of the Agreement are made part of this Mortgage.

22. TIME OF ESSENCE. Time is of the essence in this Mortgage.

23. ACTUAL KNOWLEDGE. For purposes of the Credit Documents, GMAC shall not be deemed to have actual knowledge of any fact until it actually receives notice as set forth in paragraph 11 or until it receives written notice thereof from a source GMAC reasonably believes to be reliable. The date of receipt shall be determined by reference to the "Received" date stamped on such written notice by GMAC or its agent.

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24. EXPENSES OF LITIGATION. To the extent authorized by law, we shall pay GMAC its attorneys' fees in the event GMAC must refer the Account for collection to an attorney licensed to practice law in Alabama who is not an officer, director or employee of GMAC. We shall also pay GMAC, to the extent authorized by law, any additional expenses incurred in the sale of the Property in foreclosure proceedings or upon the entry of a judgment.

25. CAPTIONS; GENDER; ETC. The headings in this Mortgage are not to be used to interpret or define its provisions. In this Mortgage, the masculine gender includes the feminine and/or neuter, singular numbers include the plurals, and plurals include the singular.

26. NO CLAIM OR CREDIT FOR TAXES. We will not make or claim credit on or deduction from the sums secured by this Mortgage by reason of any municipal or governmental taxes, assessments or charges upon the Property, nor will we claim any deduction from the taxable value of the Property by reason of this Mortgage.

27. ASSIGNMENT OF RENTS; RECEIVERS; GMAC POSSESSION OF THE PROPERTY. As additional security, we hereby assign to GMAC any rents due on the Property after an Event of Default or abandonment of the Property. In any action to foreclosure this Mortgage, GMAC shall be entitled to the appointment of a receiver.

If an Event of Default occurs or we abandon the Property, GMAC, without notice, may enter upon, take possession of, and manage the Property. GMAC may then collect or sue in its own name for any rents due on the Property. All rents so collected shall be applied first to payment of the reasonable costs of operation and management of the Property (such as collection costs, receiver's fees, bond premiums and attorneys' fees) and then to the Total Balance Outstanding. GMAC and the receiver must account only for rents actually received.

Acts taken by GMAC under this paragraph 27 shall not cure or waive any Event of Default or invalidate any act done pursuant to notice of default.

We will not, without the written consent of GMAC, receive or collect rent from any tenant on the Property more than one month in advance. Upon an Event of Default, we will pay monthly in advance to GMAC or any receiver the fair and reasonable rental value of the Property or that part of the Property in our possession. If we fail to pay such rent, we will vacate and surrender the Property to GMAC or to such receiver. We may be evicted by summary proceedings.

28. MERS. Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Mortgage, but, if necessary to comply with local law or custom MERS (as nominee for GMAC and GMAC's successors and assigns) has the right: to exercise any or all of these 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.

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By signing this Mortgage, we agree to all of the above. WE AGREE AND ACKNOWLEDGE THAT WE HAVE RECEIVED, WITHOUT CHARGE, TRUE COPIES OF THIS MORTGAGE AND ANY RIDER.

WITNESSES:

_____
Name Printed:

_____
Name Printed:

_____
Name Printed:

_____
Name Printed:

James C. Carey
MORTGAGOR

Freida M. Bicknell
MORTGAGOR

_____
MORTGAGOR

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MORTGAGOR

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MORTGAGOR

_____
MORTGAGOR

_____
MORTGAGOR

_____
MORTGAGOR

INDIVIDUAL ACKNOWLEDGEMENT

State Of Alabama
County Of Shelby) ss.

I, the undersigned Notary Public in and for said County in said State hereby certify that James C. Carey Freida M. Bicknell, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the date the same bears date.

Given under my hand and official seal, this the 16th day of June, 2006.

Notary Public

AFFIX SEAL

My Commission Expires: April 19, 2010

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EXHIBIT "A"

LEGAL DESCRIPTION

HAVING A TAX IDENTIFICATION NUMBER OF 15-3-05-2-003-026-000A PARCEL OF LAND LOCATED IN THE CITY OF CHELSEA, COUNTY OF SHELBY, STATE OF ALABAMA, AND KNOWN AS:

BEING LOT NUMBER LOT:26 IN WINDSTONE 03 AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN 26-60 OF SHELBY COUNTY RECORDS.

15-3-05-2-003-026-000
132 WISTERIA DR; CHELSEA, AL 35043-9617

3507753 / 5661616
29450362/f

CAREY
9983775
FIRST AMERICAN LENDERS ADVANTAGE
MORTGAGE

When recorded mail to:
FIRST AMERICAN TITLE INSURANCE
LENDERS ADVANTAGE
1228 EUCLID AVENUE, SUITE 400
CLEVELAND, OHIO 44115
ATTN: FT1120