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## MORTGAGE

THIS MORTGAGE ("Security Instrument"), is given on 2/15/2007. The Mortgagor(s) are ALLAN R BARNETT & PATRICIA R BARNETT, (Husband & Wife), whose address is 140 DAM ROAD, WILSONVILLE, AL 35186 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is **Department of Housing and Urban Development, Attention: Morris-Griffin/First Madison Services, Inc. 4111 S. Darlington, Suite 300, Tulsa, OK 74135** ("Lender"). Borrower owes Lender the principal sum of 5899.65. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on 7/1/2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 2 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with power of sale, the following described property located in SHELBY county, State of WILSONVILLE, AL: which has the address 140 DAM ROAD, WILSONVILLE, AL 35186 ("Property Address") more particularly described as follows:

SEE EXHIBIT 'A' ATTACHED

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".

BORROWER COVENANTS that Borrower 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. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **PAYMENT OF PRINCIPAL.** Borrower shall pay when due the principal of the debt evidenced by the Note, together with interest or other charges as provided in the Note and the Security Instrument.

1 of 4



2. **LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY.** If (A) Borrower does not keep all promises and agreements made in this Security Instrument, or (B) someone, including Borrower, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this Paragraph 2 may include, for example, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Lender must give Borrower notice before Lender may take any of these actions.

Borrower will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 2. This Security Instrument will protect Lender in case Borrower does not keep this promise to pay those amounts with interest.

Borrower will pay those amounts to Lender when Lender sends Borrower a notice requesting that Borrower do so. Borrower will also pay interest on those amounts at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and Borrower may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 2, Lender does not have to do so.

3. **BORROWER NOT RELEASED; FORBEARANCES BY LENDER NOT A WAIVER.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

4. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is consigning this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

5. **NOTICES.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: **Department of Housing and Urban Development, Attention: Morris-Griffin/First Madison Services, Inc. 4111 S. Darlington, Suite 300, Tulsa, OK 74135** or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

6. **GOVERNING LAW; SEVERABILITY.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

7. **BORROWER'S COPY.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.



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

**8. ACCELERATION; REMEDIES.** If Borrower fails to keep any promise or agreement made in this Security Instrument, including the promise to pay, when due, the amount owed under the Note and under this Security Instrument, Lender, prior to acceleration, shall give notice to Borrower as provided in paragraph 5 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 Borrower, 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 Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. 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 invoke the POWER OF SALE and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 8, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 5 hereof. Lender shall publish the notice of sale once a week for three consecutive weeks in some newspaper published in \_\_\_\_\_ County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of said County. Lender shall deliver to the purchaser Lender's deed conveying the Property so sold. Lender or Lender's designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under the Paragraph 7 of the Subordinate Note, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph or applicable law.


**9. BORROWER'S RIGHT TO REINSTATE.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to keep any promise or agreement made in this Security Instrument, including the promise to pay, when due, the amounts due under the Note and this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if the Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

**10. RELEASE.** Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

**11. WAIVER OF HOMESTEAD, DOWER AND CURTESY.** Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all right of dower and curtesy in the Property.

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

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

  
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Shelby Cnty Judge of Probate, AL  
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By SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any riders(s) executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has executed this Security Instrument.

Allan R Barnett (Borrower)  
ALLAN R BARNETT

Patricia R Barnett (Borrower)  
PATRICIA R BARNETT

STATE OF ALABAMA,

County ss: Shelby

On this 2<sup>nd</sup> day of March, 2007, I, Cathy Ingram, a Notary Public in and for said county and in said state, hereby certify that Alan R. Barnett and Patricia R. Barnett foregoing conveyance, and who are known to me, acknowledged before me that, being informed of the contents of the conveyance, he executed the same voluntarily and as their act on the day the same bears date.

Given under my hand and seal of office this 2<sup>nd</sup> day of March, 2007.

My Commission expires: CATHY INGRAM  
~~Notary Public, State of Alabama~~  
Alabama State At Large  
My Commission Expires  
July 25, 2009

Cathy Ingram  
Notary Public CATHY INGRAM

This is to certify that the within instrument has been prepared by a party to the instrument, T Pham, authorized agent.

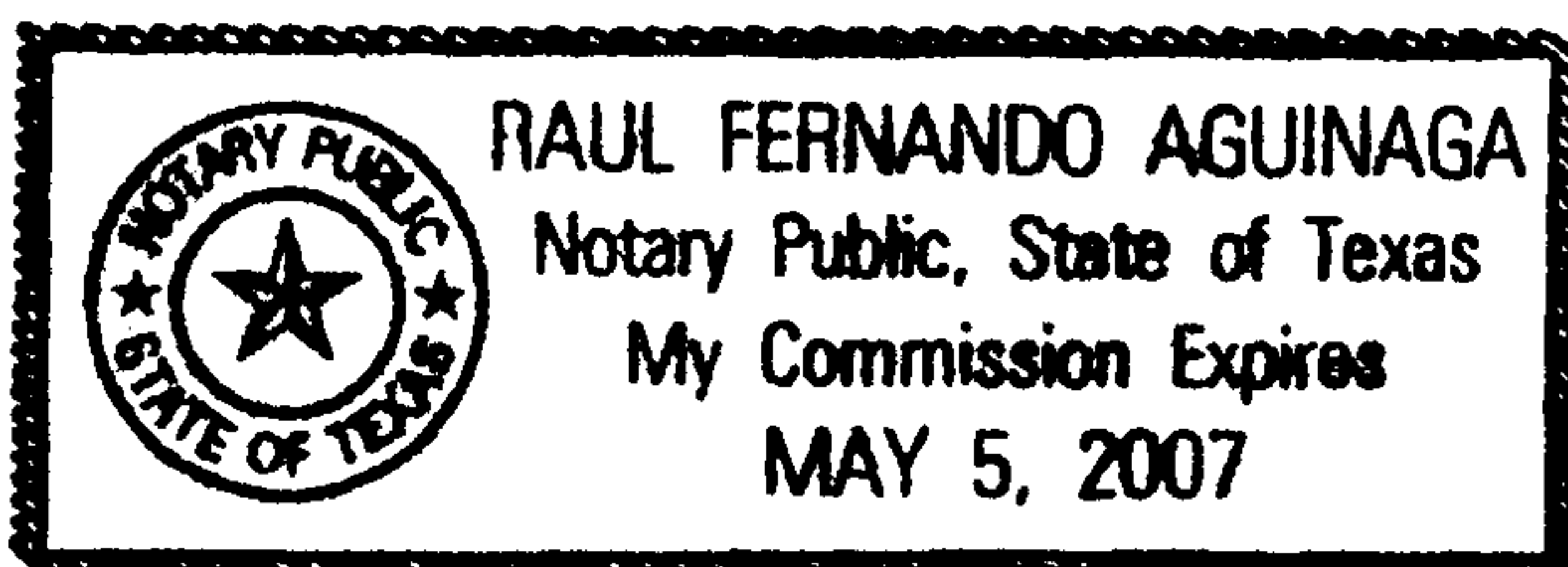
Signed this date: 03/05/07

COUNTRYWIDE HOME LOANS  
7105 Corporate Dr.  
Plano, Texas 75024  
800-669-4576

State of Texas  
Collin County

On this 5 Day of 3, 2007, before me the undersigned, a Notary Public in and for said State, personally appeared T Pham, known to me, or proved to me on the basis of satisfactory evidence to be the person whose name subscribed to the foregoing instrument and acknowledged that he executed the same.

Witness my hand and official seal.



Raul Fernando Aguinaga  
Signature


Raul Fernando Aguinaga  
Notary Public (name typed or printed)  
My commission expires: 05/05/07

(Space Below This Line Reserved For Lender and Recorder)

This is to certify that this Document was prepared by Countrywide Home Loans, One of  
the parties to the instrument

*Junior Pham*

Junior Pham  
Partial Claim Negotiator  
7105 Corporate Drive  
Plano, TX 75024  
(800)222-9944 ext. 8357

  
20070329000143440 5/6 \$27.00  
Shelby Cnty Judge of Probate, AL  
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## Exhibit 'A'

Landsafe File No.: 07-6-023419B

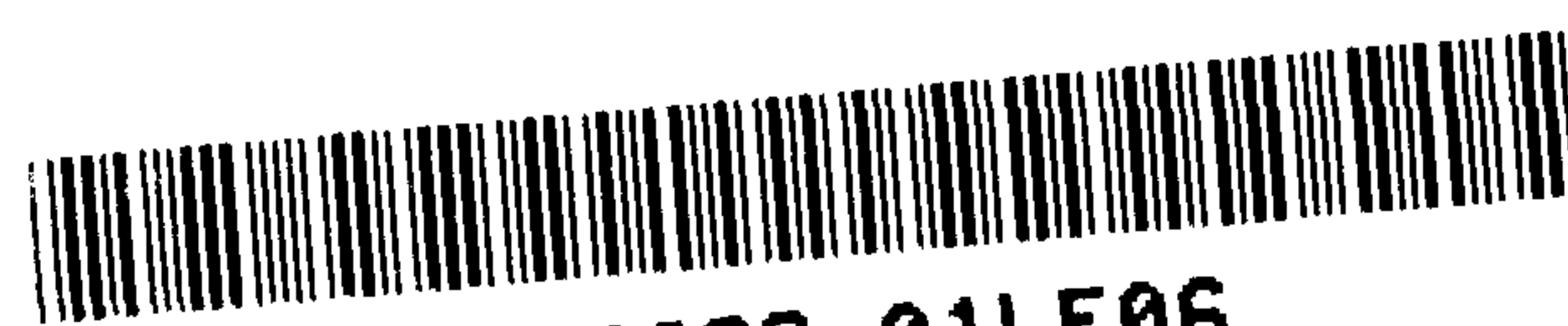
APN Number: 16-7-36-4-001-001.006

**Legal Description:** Commence at the Southeast corner of Section 36, Township 20 South, Range 1 East; thence run North 1 degrees 07 minutes 08 seconds East along the East boundary of said section 36 for 1317.75 feet to the Southeast corner of the NE 1/4 of the SE 1/4; thence turn an angle of 90 degrees 55 minutes 32 seconds to the left and run 315.10 feet to a point on the West right of way line of County Highway 61; thence turn an angle of 88 degrees 15 minutes 46 seconds to the right and run along said right of way for 890.00 feet; thence turn an angle of 88 degrees 15 minutes 46 seconds to the left and run 491.84 feet to the point of beginning; thence continue along the last described course for 282.96 feet; thence turn an angle of 89 degrees 08 minutes 41 seconds to the left and run 208.70 feet; thence turn an angle of 91 degrees 13 minutes 39 seconds to the left and run 135.47 feet; thence turn an angle of 53 degrees 41 minutes 40 seconds to the left and run 256.63 feet to the point of beginning. Said parcel is lying in the NE 1/4, section 36 Township 20 South, Range 1 East.

Also, a perpetual road easement and right of way; Commence at the Southeast corner of the above described parcel of land; thence run in a Southeasterly direction, perpendicular to East line of said parcel of land for 25.0 feet to the point of beginning of the centerline of a road easement; thence run in a Northeasterly direction, parallel to and 25.0 feet from said East line of said described parcel for 147.33 feet; thence proceed along a curve to the right, having a radius of 145.20 feet and central angle of 57 degrees 42 , minutes 22 seconds for an arc distance of 146.24 feet; thence run along a tangent for 411.90 feet to the point of intersection with the West right of way line of County Highway 61; said easment shall be 25.0 feet either side of above descibed centerline and lies in the NE 1/4 of the SE 1/4, Section 36, Township 20 South, Range 1 East.

Located in Shelby County state of AL.

Accorcing to survey of John Gary Ray, RLs #12295, Dated May 1, 1998.



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MORTGAGE  
LOAN# 114735534  
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