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Return To:

CHASE BANK USA, N.A.

700 Kansas Lane Mail Code: LA4-4106

71203 Monroe,

TRAILING DOCUMENTS

3974 Brown Pouls
Hilliand OH 43026

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MORTGAGE

DEFINITIONS

Words used inmultiplesectionsof thisdocument are defined below and otherwords are defined in Sections 3, 11, 13, 18, 20 and 21. Certainrulesregarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated April 25, 2007 together with all Riders to this document.

(B) "Borrower" is

JENIFFER WADE AND ANTHONY WADE

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is CHASE BANK USA, N.A.

Lender is a nationally chartered bank organized and existing under the laws ounITED STATES OF AMERICA

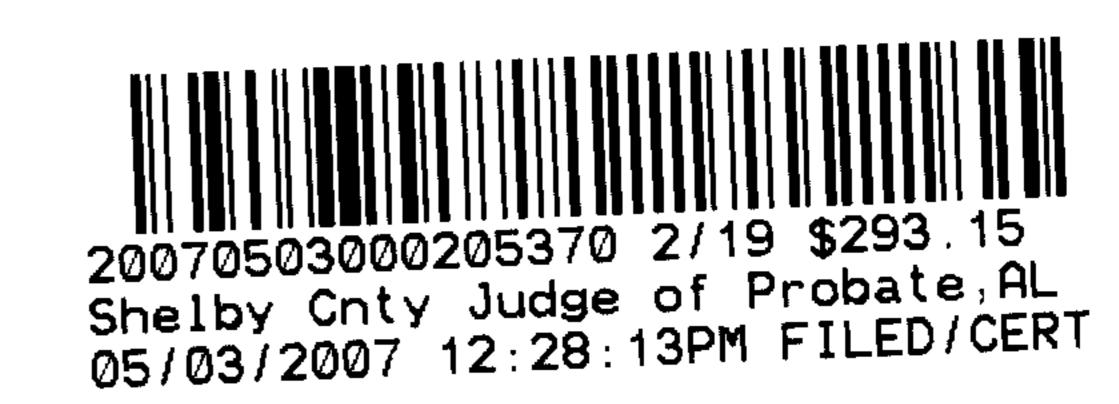
ALABAMA -SingleFamily-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

WADE

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Lender's address is 200 White Clay Center Drive, Newark, DE 19711 Lender is the mortgagee under this Security Instrument. (D) "Note" means the promissory notesigned by Borrower and dated April 25, 2007 The Note states that Borrower owes Lender Dollars ONE HUNDRED FIFTY TWO THOUSAND ONE HUNDRED & 00/100) plus interest. Borrower has promised to pay this debt in regular Periodic 152,100.00 (U.S. \$ Payments and to pay the debt in full not later tMay 1, 2037 (E) "Property" means the property that is described below under the heading "Transferof Rights in the Property." (F) "Loan" means the debt evidenced by the Note, plus interestany prepayment charges and latecharges due under the Note, and all sums due under this Security Instrument, plus interest. (G) "Riders" means allRiders to thisSecurityInstrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]: Second Home Rider 🔼 Adjustable Rate Rider | Condominium Rider 1-4 Family Rider | Planned Unit Development Rider Balloon Rider Other(s) [specify] Biweekly Payment Rider VA Rider (H) "Applicable Law" means all controllingapplicable federal, state and local statutes regulations, ordinances and administrativeules and orders (thathave the effectof law) as well as allapplicable final, non-appealable judicial opinions. (I) "Community Association Dues, Fees, and Assessments" means alldues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association,homeowners association or similar organization. (J) "Electronic Funds Transfer" means any transferof funds, other than a transaction riginate by check, draft,or similarpaper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instructor authorizea financialinstitution debitor creditan account. Such term includes, but is not limited to, point-of-saletransfers automated tellermachine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers. (K) "Escrow Items" means those items that are described in Section 3. (L) "Miscellaneous Proceeds" means any compensation, settlementaward of damages, or proceeds paid by any thirdparty (otherthan insurance proceeds paid under the coverages described in Section 5) for: (i) damage to,ordestructions, the Property; (ii) condemnation or other taking of allor any part of the Property; (iii)conveyance in lieuof condemnation; or (iv)misrepresentations, or omissions as to, the value and/or condition of the Property. (M) "Mortgage Insurance" means insuranceprotectingLender against the nonpayment of, or defaulton, the Loan. (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interestinder the Note, plus (ii) any amounts under Section 3 of this Security Instrument. (0) "RESPA" means the Real EstateSettlementProcedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulationRegulationX (24 C.F.R. Part 3500), as they might be amended from time to time, or any additionabr successorlegislation regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refersto all requirements and restrictions hat are imposed in regard to a "federallyrelatedmortgage loan" even if the Loan does not qualifyas a "federallyrelatedmortgage loan" under RESPA.

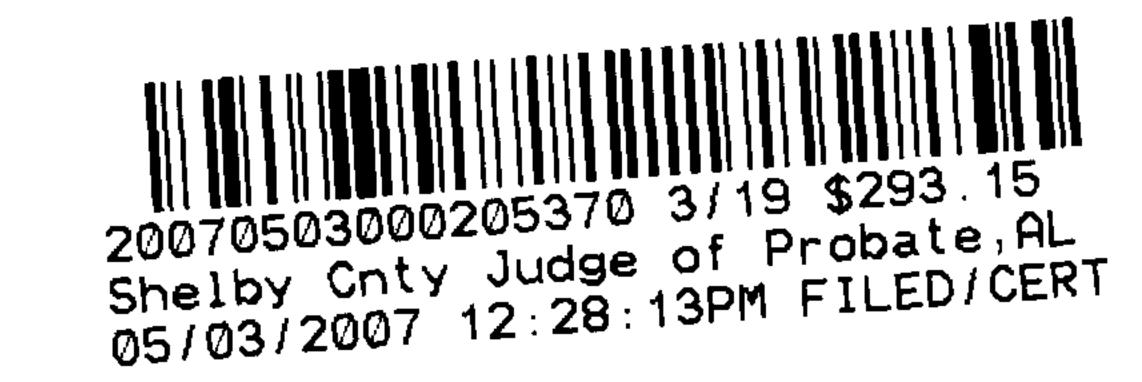
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(P) "Successor in Interestof Borrower" means any partythathas takentitle the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This SecurityInstrumentsecures to Lender: (i) the repayment of the Loan, and allrenewals, 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 Lender, with power of sale, the following described property located in the County of Shelby:

[Type of Recording Jurisdiction]

Shelby
[Name of Recording Jurisdiction]

All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.

Parcel ID Number: 13841003032000

which currently has the address of

[Street]

709 COLONIAL DR ALABASTER

[City], Alabama

35007

[Zip Code]

("Property Address"):

TOGETHER WITH allthe improvements now or hereaftemerected on the property, and alleasements, appurtenances, and fixtures now or hereaftem 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 thatBorrower is lawfully seised of the estatehereby conveyed and has the rightto grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title othe Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for nationaluse and non-uniform covenants with limitedvariations jurisdiction constitute uniform security instrument covering real property.

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

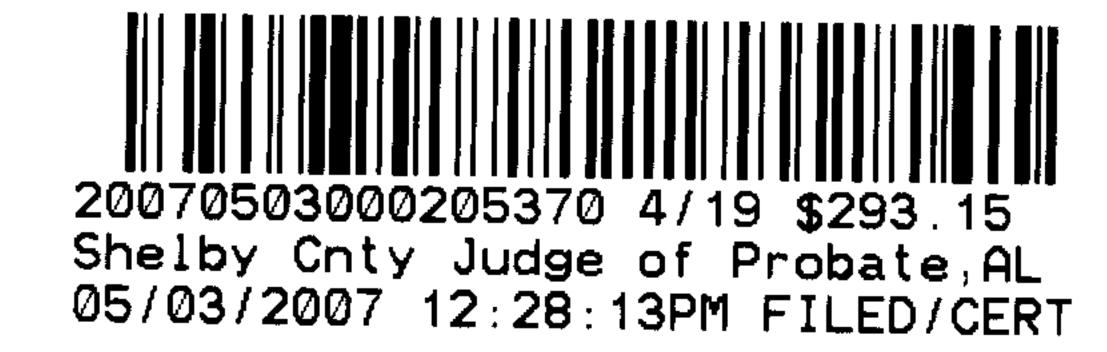
1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shallpay when due the principalof, and intereston, the debt evidenced by the Note and any prepayment charges and latecharges due under the Note. Borrower shallalso pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

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SecurityInstrumentis returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified heck, bank check, treasurer's heck or cashier's heck, provided any such check is drawn upon an institution hose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other locations may be designated by Lender in accordance with the notice provisions in Section 15. Lender may returnany payment or partia payment or partia payments are insufficient bring the Loan current. Lender may accept any payment or partia payment insufficient bring the Loan current, without waiver of any right shere under or prejudice to its right store fuses uch payment or partia payments in the future put Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interes bn unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earliers uch funds will be applied to the outstanding principa balance under the Note immediately prior to foreclosure No offsetor claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwisedescribed in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority (a) interest ue under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to latecharges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient to pay any latecharge due, the payment may be applied to the delinquent payment and the latecharge. If more than one Periodic Payment is outstanding Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if and to the extent that each payment can be paid in full To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any latecharges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any applications payments, insurance proceeds, or Miscellaneous Proceeds to principa due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shallpay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lie nor encumbrance on the Property; (b) leasehold payments or ground rentson the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lie uof the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing In the event of such waiver, Borrower shall pay directly when and where payable, the amounts due for any Escrow Items

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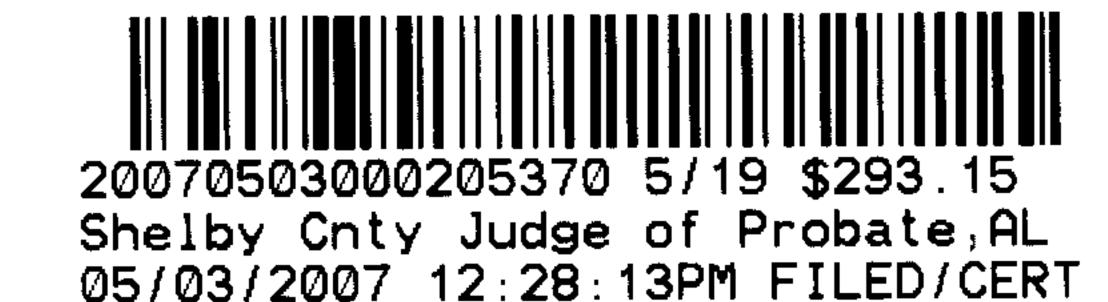
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for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipt evidencing such payment within such time period as Lender may require Borrower's obligation to make such payments and to provide receipt shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its right sunder Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collectand hold Funds in an amount (a) sufficiento permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shallest imate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shallbe heldinan institutionhose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution hose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interests in the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interests be paid on the Funds, Lender shall not be required to pay Borrower any interestor earnings on the Funds. Borrower and Lender can agree in writing however, that interests hall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shallaccount to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment infullofallsums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable the Property which can attain priority over this Security Instrument, leasehold payments or ground rentson the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower: (a) agrees in writing to the payment of the obligations ecured by the lienin a manner acceptable to Lender, but only so long as Borrower isperforming such agreement; (b) contests the lienin good faithy, or defends against enforcement of the lienin, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lienwhile those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactor to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

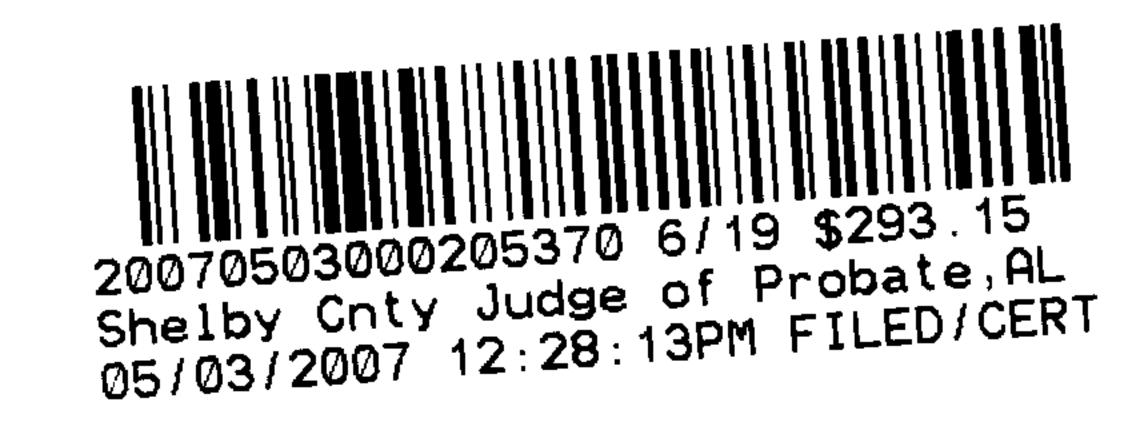
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lien Within 10 days of the date on which that notice is given, Borrower shalls at is fythe lienor take one or more of the actions set forth above in this Section 4.

Lender may requireBorrower topay a one-time charge for a realestatetax verification md/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shallkeep the improvements now existing rhereafteerected on the Property insured against loss by fire hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either (a) a one-time charge for flood zone determination, certification trackings ervices pr (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination certification worrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particulatype or amount of coverage. Therefore, such coverage shallcover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional bettof Borrower secured by this Security Instrument. These amounts shall be ar interest the Note rate from the date of disbursement and shall be payable, with such interest upon notice from Lender to Borrower requesting payment.

All insurancepolicies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional oss payee. Lender shall have the right to hold the policies and renewal certificate Lender requires Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss Borrower shallgive prompt notice to the insurance arriemed Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration repair of the Property, if the restoration repair is economically feasible and Lender's security is not less ened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction provided that such inspections hall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest obe paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for publicadjusters of other third parties retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration repair is not economically feasible or Lender's security would be less ened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the

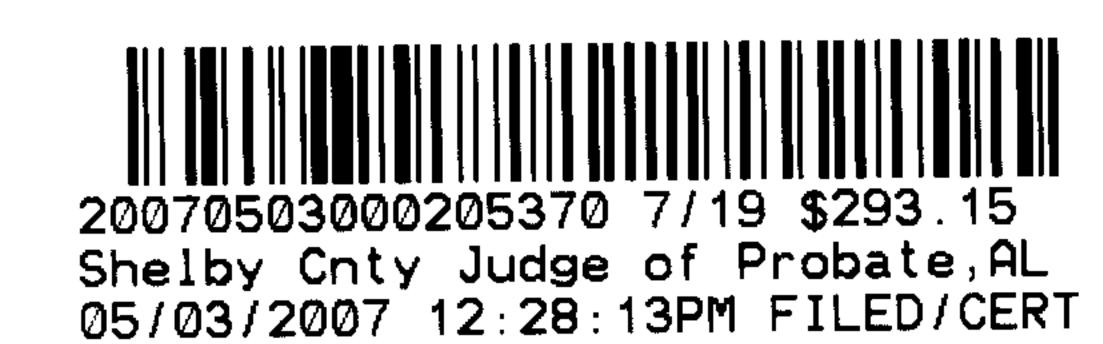
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excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may filepegotiateand settleny available insurance claim and relatedmatters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrie has offered to settle claim, then Lender may negotiateand settle he claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6.Occupancy. Borrower shalloccupy, establishand use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shallnot destroy, damage or impair the Property, allow the Property to deteriorater commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating receasing in value due to its condition Unless it is determined pursuant to Section 5 that repair or restorations not economically feasible Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient or repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entriesupon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shallbe indefaultif, during the Loan application process, Borrower or any persons or entitieacting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representation in clude, but are not limited to, representation soncerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interestin the Property and Rights Under this Security Instrument. If (a) Borrower fails operform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly ffect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or for feiture for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations) or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

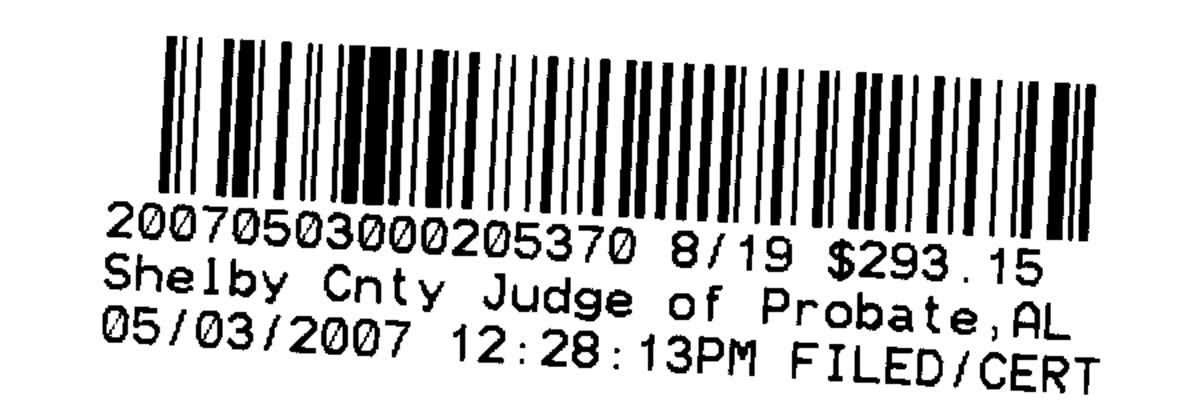
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attorneys fees to protectits interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes but is not limited to, entering the Property to make repairs change locks, replaceor board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities urned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability or not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interestat the Note rate from the date of disbursement and shall be payable, with such interestypon notice from Lender to Borrower requesting payment.

If this Security Instrumentison a leasehold Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title the Property, the leasehold and the fee title hall not merge unless Lender

agrees to the merger in writing.

10. Mortgage Insurance. If Lender requiredMortgage Insurance as a conditionof making the Loan, Borrower shallpay the premiums required to maintain the Mortgage Insurance in effect If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shallpay the premiums required to obtain coverage substantiallegauivalentto the Mortgage Insurance previously in effect at a cost substantiallegauivalentto the cost to Borrower of the Mortgage Insurance previously in effect from an alternatemortgage insurer selectedby Lender. If substantial legquivalentMortgage Insurance coverage is not available Borrower shall continuetopay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect Lender will accept, use and retainthese payments as a non-refundable loss reserveinlieuof Mortgage Insurance Such lossreserveshallbe non-refundable notwithstanding the factthat the Loan isultimatelypaid in full, and Lender shall not be required to pay Borrower any interesor earnings on such lossreserve Lender can no longerrequirelossreservepayments if Mortgage Insurance coverage (in the amount and for the period that Lender requires provided by an insurerselected y Lender again becomes availableisobtained, and Lender requiresseparatelydesignated payments toward the premiums for Mortgage Insurance.If Lender requiredMortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shallpay the premiums required to maintain Mortgage Insurance in effector to provide a non-refundable loss reserve,untilLender's requirement for Mortgage Insurance ends in accordance with any writtenagreement between Borrower and Lender providing for such terminations untilterminations required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurersevaluatetheirtotalriskon all such insurance in force from time to time, and may enterintoagreements with other parties that share or modify their isk or reduce losses. These agreements are on terms and conditions that are satisfactor to the mortgage insurer and the other party (or parties to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a resultof these agreements, Lender, any purchaser of the Note, another insurer any reinsurer any other entity or any affiliated any of the foregoing, may receive (directly reindirectly) mounts that derive from (or might be characterizeds) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk or reducing losses. If such agreement provides that an affiliated Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rightsmay include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shallbe applied to restoration repair of the Property, if the restoration repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction provided that such inspections hall be undertaken promptly. Lender may pay for the repairs and restoration a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interesto be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interestor earnings on such Miscellaneous Proceeds. If the restoration repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a totaltaking, destructionor loss in value of the Property, the Miscellaneous Proceeds shallbe applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partialtaking, destruction or loss in value of the Property in which the fairmarket value of the Property immediately before the partialtaking, destruction or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partialtaking, destruction or loss in value, unless Borrower and Lender otherwise agree in writing the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction (a) the total amount of the sums secured immediately before the partial taking, or loss in value divided by (b) the fairmarket value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partialtaking, destruction or loss in value of the Property in which the fairmarket value of the Property immediately before the partialtaking, destruction or loss in value is less than the amount of the sums secured immediately before the partialtaking, destruction or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if afternotice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shallbe in defaultifany actionor proceeding, whether civilor criminal, is begun that, in Lender's judgment, could resultin forfeituref the Property or othermaterial impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstates provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration repair of the Property shall be applied in the order provided for in Section 2.

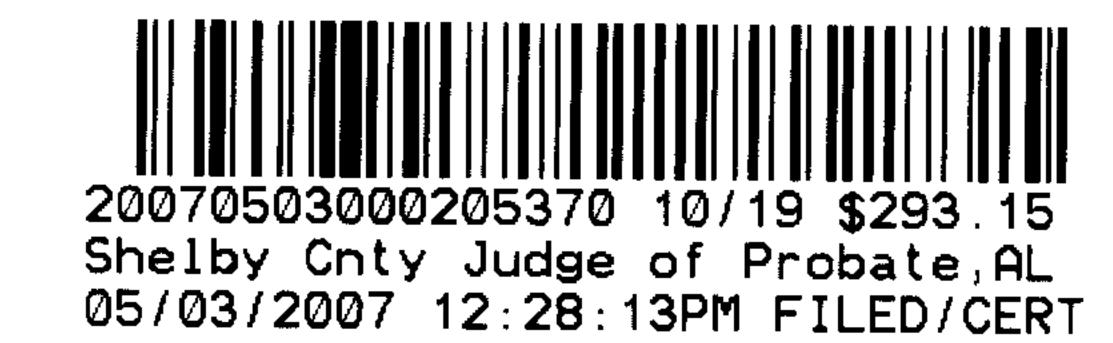
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12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest Borrower shall not operate to release the liability Borrower or any Successor in Interest Borrower. Lender shall not be required to commence proceedings against any Successor in Interest Borrower or to 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 origina Borrower or any Successors in Interest Borrower. Any forbearance by Lender in exercising any rightor remedy including without limitation, ender's acceptance of payments from third persons, entities or Successors in Interest Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several LiabilityCo-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liabilityhallbe joint and several However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"):(a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, for bear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's

consent.

Subject to the provisions of Section 18, any Successor in Interest Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligation and liability nder this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instruments hall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for servicesperformed in connection with Borrower's default, for the purpose of protectingLender's interestin the Property and rightsunder this SecurityInstrument, including but not limited to, attorneys fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specifique to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees

that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which setsmaximum loan charges, and that law is finally interpreted that the interestr other loan charges collected to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal bwed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

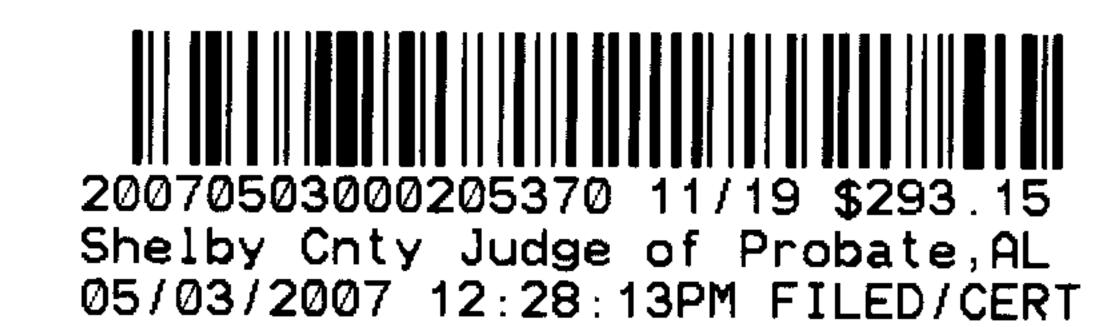
15. Notices.All noticesgiven by Borrower or Lender in connection with this Security Instrument must be in writing Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first classmail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute otice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute otice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specifie procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering tor by mailing it by first lassmail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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16. Governing Law; Severability Rules of Construction. This Security Instruments hall be governed by federallaw and the law of the jurisdiction which the Property is located All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly implicitly llow the parties to agree by contractor it might be silent but such silences hall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflict with Applicable Law, such conflict hall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuterwords or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives soled is cretion without any obligation to take

any action.

17. Borrower's Copy. Borrower shallbe given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interestin Borrower. As used in this Section 18, "Interestn the Property "means any legalor beneficial interestn the Property, including but not limited to, those beneficial interests ransferred in a bond for deed, contract for deed, install mentales contractor escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

Ifallor any partof the Property or any Interestin the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest n Borrower is sold or transferred () it hout Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercisesthisoption, Lender shallgive Borrower notice of accelerationThe noticeshall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 withinwhich Borrower must pay allsums secured by this Security Instrument. If Borrower fails opay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certainconditions, Borrower shallhave the rightto have enforcement of this Security Instrument discontinued at any time prior to the earlies of: (a) five days before sale of the Property pursuant to any power of sale contained in this SecurityInstrument;(b) such otherperiodas ApplicableLaw might specifyfortheterminatiom f Borrower's rightto reinstategr (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a)pays Lender allsums which then would be due under this Security Instrumentand the Note as ifno acceleratiomhad occurred; (b) cures any defaultof any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including but not limited to, reasonable attorneys' fees, property inspectionand valuation fees, and other fees incurred for the purpose of protecting Lender's interestin the Property and rightsunder this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest n the Property and rights under this Security Instrument, and Borrower's obligationto pay the sums secured by this Security Instrument, shall continue unchanged. Lender may requirethatBorrower pay such reinstatementums and expenses in one or more of the following forms, as selectedby Lender: (a) cash; (b) money order; (c) certifiedheck, bank check, treasurer'sheck or cashier'scheck, provided any such check isdrawn upon an institutionhose depositsare insured by a federal agency, instrumentalityr entitypr (d) ElectronicFunds Transfer.Upon reinstatementby Borrower, this Security Instrument and obligations secured hereby shall remain fully effectives if no acceleration and occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

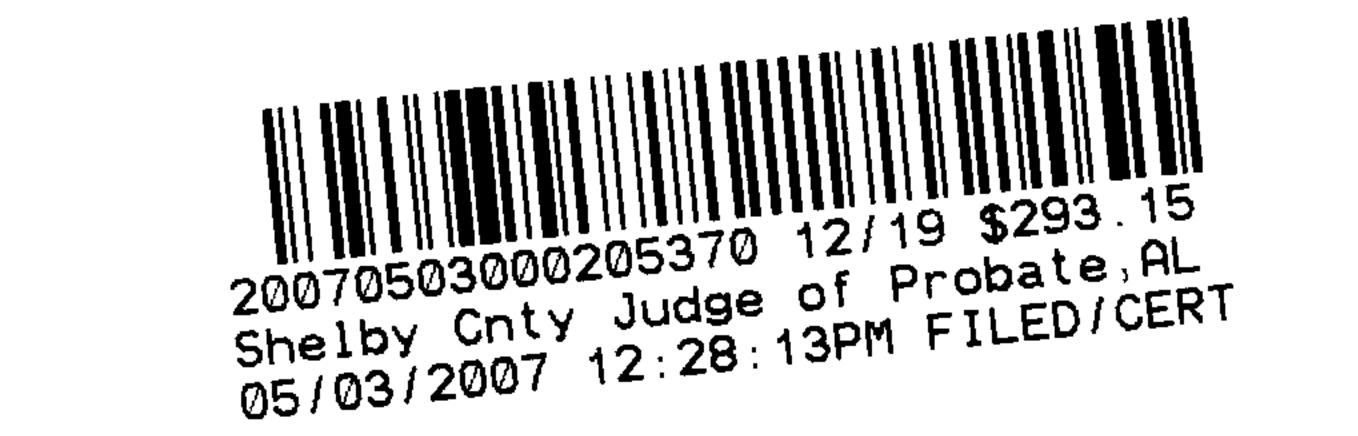
20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partia interest the Note (togethewith this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collect Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer por rower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection

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with a notice of transferof servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Service rother than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Service ror be transferred to a successor Loan Service rand are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual itigands the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified he other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party here to a reasonable period after the giving of such notice to take correctivaction. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxicor hazardous substances, pollutants or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticide and herbicides volatiles olvents, materials containing as best os or formal dehyde, and radioactive materials; (b) "Environmental Law" means federallaws and laws of the jurisdiction here the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Cleanup." means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shallnot cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threatento release any Hazardous Substances, on or in the Property. Borrower shallnot do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residentials and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shallpromptly give Lender writtennotice of (a) any investigation, aim, demand, lawsuitor other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, eaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affect the value of the Property. If Borrower learns or is notified by any governmental or regulatory authority or any private party, that any removal or other remediation of any Hazardous Substance affecting he Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing hereins hall create any obligation Lender for an Environmental Cleanup.

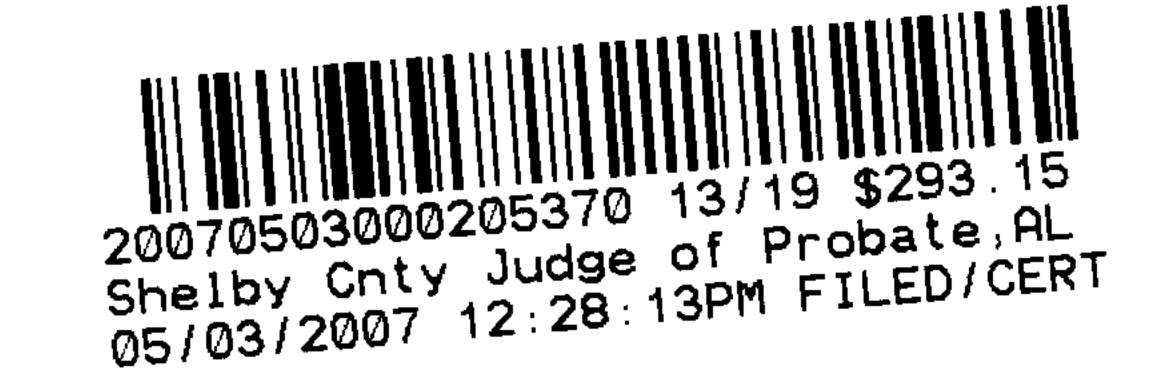
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NON-UNIFORM COVENANTS. Borrower and Lender furthercovenant and agree as follows:

22. Acceleration; Remedies. Lender shallgive notice to Borrower prior to accelerationfollowing Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to accelerationunder Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default 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 afteracceleration 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 default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument 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 expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in Section 15. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in **Shelby**County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its 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 expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

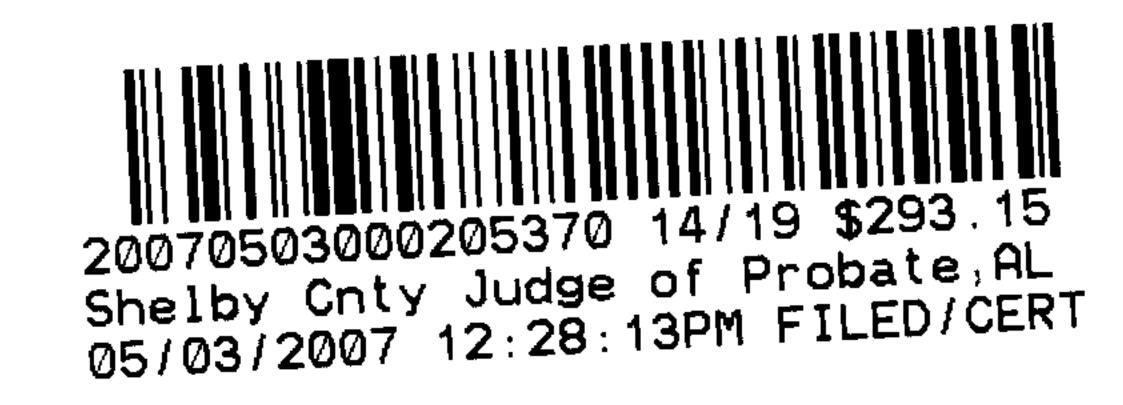
- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Waivers. Borrower waives allrightsof homestead exemption in the Property and relinquishesall rightsof curtesyand dower in the Property.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

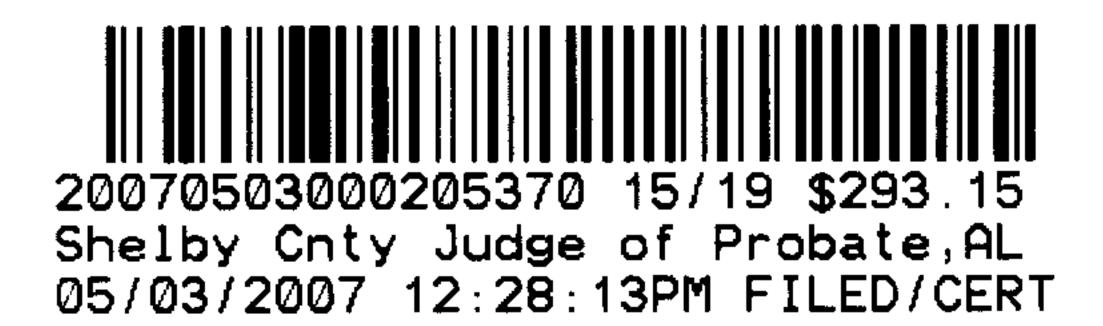
Witnesses:		··· -· · · · · · · · · · · · · · · · ·
	JENIFFER WADE	(Seal) -Borrower
	ANTHONY WADE	(Seal) -Borrower
(Seal		(Seaī) -Borrower
(Seal		(Seal) -Borrower
(Seal		(Seal) -Borrower

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STATE OF ALABAMA,

County ss:

On this 25th day of April 2007 a Notary Public in and for said county and in said state, hereby certify that

Jeniffer WADE + Anthony WADE

whose name(s) is/aresigned to the foregoing conveyance, and who is/areknown to me, acknowledged before me that being informed of the contentsof the conveyance, he/she/theyexecuted the same voluntarily and as his/her/their act on the day the same bears date.

Given under my hand and sealof officethis

2541 day of April 2007.

My Commission Expires:

Notary Public

Prepared By:

.

Doris Ingram, Funder Empire Towers III, 4200 Concours, Ste 300 Ontario, CA 91764

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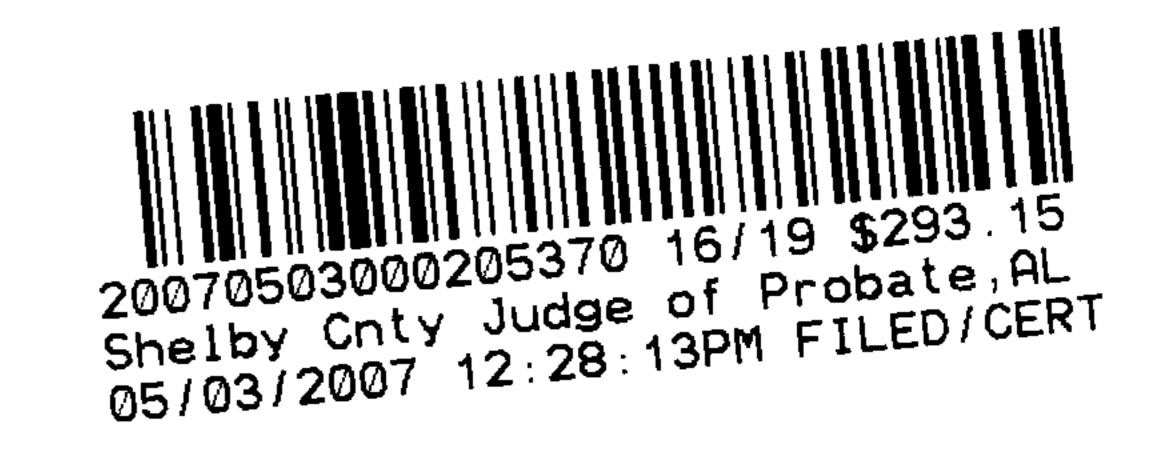
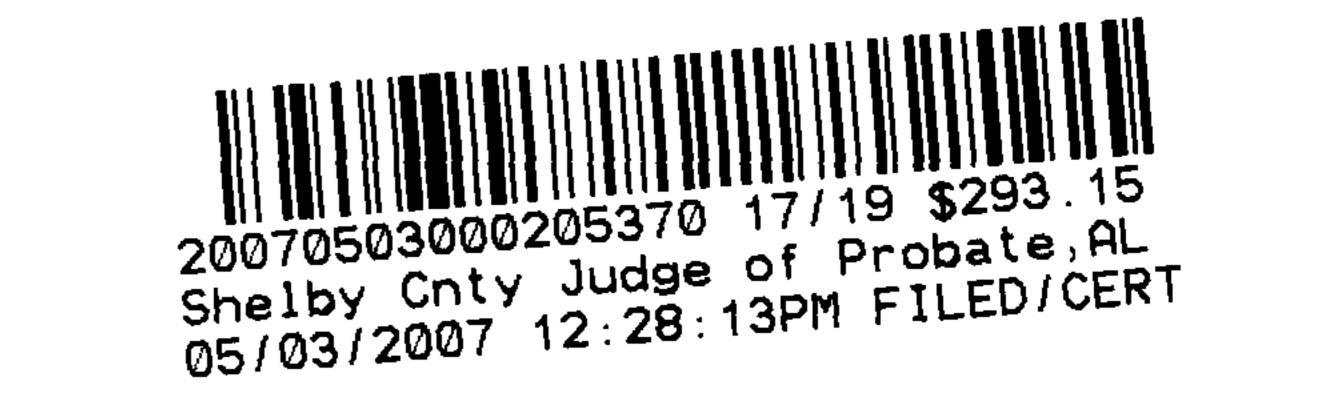


Exhibit A

Lot 46 according to the Survey of Valley Forge as recorded in Map Book 6, Page 60, Shelby County, Alabama Records.

Commonly known as 709 Colonial Drive Alabaster, AL 35007 However, by showing this address no additional coverage is provided.



8020050525

ADJUSTABLE RATE RIDER Initial Interest Only Payments

(LIBOR Six-Month Index (As Published In The Wall Street Journal-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 25th day of APRIL, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to CHASE BANK USA, NA

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 709 COLONIAL DR, ALABASTER, AL 35007

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 10.875 %. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

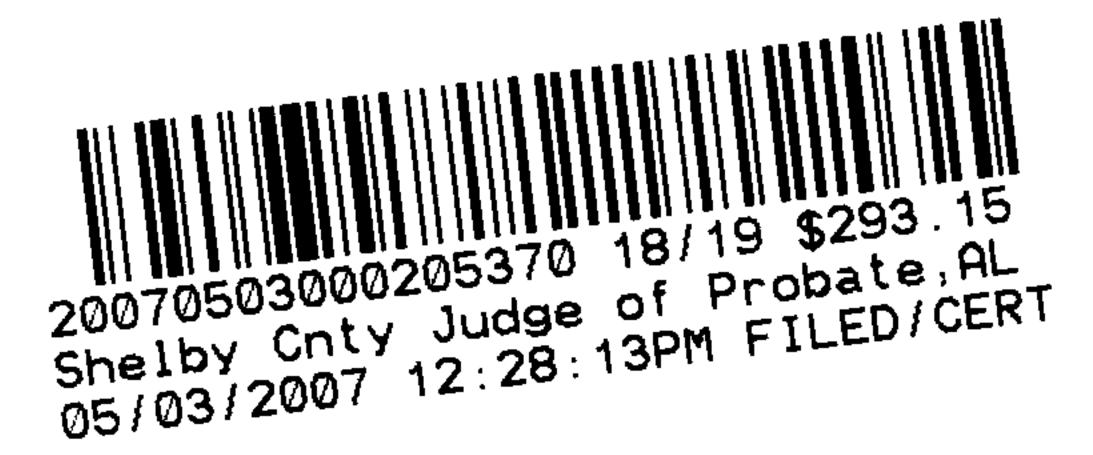
The interest rate I will pay may change on the IST day of MAY, 2010, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called

BC Interest Only ARM Rider BC6795 (4/06)

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the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SIX AND 750/1000 percentage points (6.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of my monthly payment. For payment adjustments occurring before the First Principal and Interest Payment Due Date, the amount of my monthly payment will be sufficient to repay all accrued interest each month on the unpaid principal balance at the new interest rate. If I make a voluntary payment of principal before the First Principal and Interest Payment Due Date, my payment amount for subsequent payments will be reduced to the amount necessary to repay all accrued interest on the reduced principal balance at the current interest rate. For payment adjustments occurring on or after the First Principal and Interest Payment Due Date, the amount of my monthly payment will be sufficient to repay unpaid principal and interest that I am expected to owe in full on the Maturity Date at the current interest rate in substantially equal payments.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.875 % or less than 10.875 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one and a half percentage points (1.5%) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 17.875 % and will never be lower than 10.875 %.

(E) Effective Date of Changes

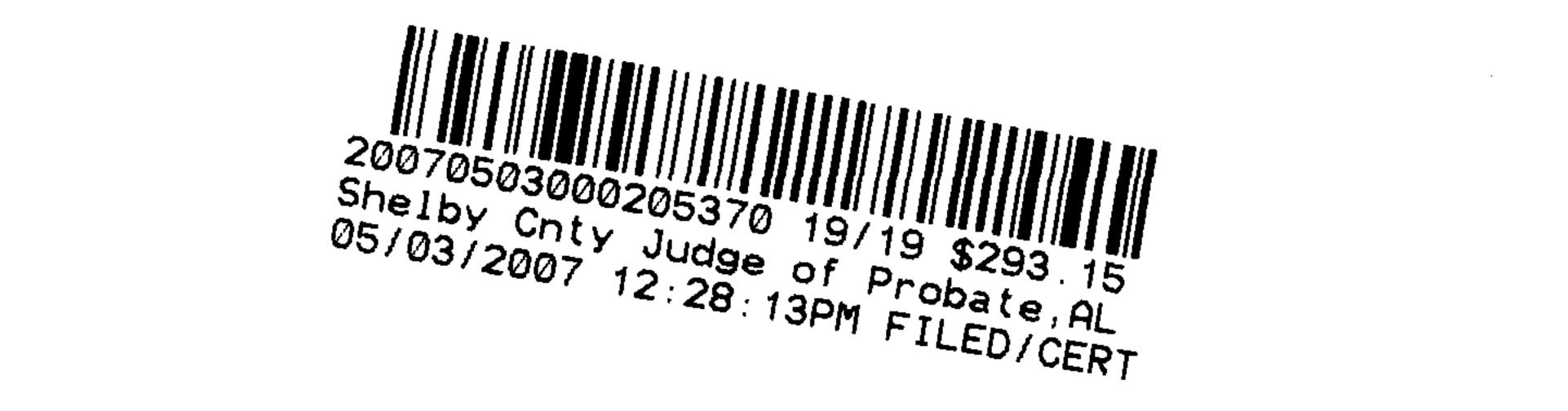
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be that date which is the 10th anniversary date of the first payment due date, as reflected in Section 3(A) of the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Anthon, Interde (Seal Borrower	Winffe Wade (Seal) Borrower
(Seal) Borrower	(Seal) Borrower
(Seal) Borrower	(Seal) Borrower
(Seal) Borrower	(Seal) Borrower

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