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This instrument was prepared by:
RAUL CORTEZ
E-LOAN, INC.
6230 STONERIDGE MALL ROAD
PLEASANTON, CA 94588
Title Order No.: 10-10056231
Escrow No.: 10-10056857
LOAN #: E0605224

MORTGAGE

MIN 100039650006052240

THIS MORTGAGE is made this 14TH day of JUNE, 2007, between the Grantor,
EDWIN C. STARBIRD AND DENISE K. STARBIRD, husband and wife, FOR AND DURING THEIR JOINT
LIVES AND UPON DEATH OF EITHER, THEN TO THE SURVIVOR OF THEM

See Attached Exhibit B, Power of Attorney

(herein "Borrower") and the Mortgagee.
This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for
Lender, as hereinafter defined, and Lender's successors and assigns), as beneficiary. MERS is organized and existing
under the laws of Delaware, and has an address and telephone number of PO Box 2026, Flint, MI 48501-2026, tel. (888)
679-MERS. E-LOAN, INC., A DELAWARE CORPORATION,

organized and existing under the laws of THE STATE OF DELAWARE,
6230 STONERIDGE MALL ROAD, PLEASANTON, CA 94588

whose address is

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$82,500.00, which indebtedness
is evidenced by Borrower's note dated JUNE 14, 2007, and extensions and renewals thereof
(herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not
sooner paid, due and payable on JULY 1, 2022.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment
of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and
the performance of the covenants and agreements of Borrower herein contained. For this purpose, Borrower does
hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and
to the successors and assigns of MERS with power of sale, the following described property located in the

COUNTY

[Type of Recording Jurisdiction] of Shelby

[Name of Recording Jurisdiction]:

See Exhibit "A"/legal description attached hereto and made a part
hereof.

APN #: 101110001002052

WHICH HAS THE ADDRESS OF:

STREET: 212 Windchase Drive
 CITY: Birmingham
 STATE: AL
 ZIP CODE: 35242


 20070709000321680 2/18 \$185.75
 Shelby Cnty Judge of Probate, AL
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(herein "Property Address");

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those 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 or canceling this Security Instrument.

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

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form

acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may

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require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 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 Mortgage and sale of 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 nonexistence 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 17, 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 12 hereof. Lender shall publish the notice of sale once a week for three consecutive weeks in some 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 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 attorneys' 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.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in the Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collections of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

20. 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.

21. 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.

22. Riders. All Riders to this document are executed by Borrower. The following Riders are to be executed by the Borrower [check box as applicable]:

- | | | |
|---|--|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☒ Balloon Rider | ☒ Planned Unit Development Rider | ☐ Other(s) [specify] |
| ☐ 1-4 Family Rider | ☐ Biweekly Payment Rider | |

**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 Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered in the presence of:

Denise K Starbird LTR
as attorney in fact (Seal)
Denise K. Starbird *

Edwin C Starbird LTR
as attorney in fact (Seal)
Edwin C. Starbird *

*By Thomas Betz as Attorney in
Fact

Pennsylvania
STATE OF ~~ALABAMA~~
County of Allegheny

On this 14 day of June 2007, I, Magda Esposito,
a Notary Public in and for said county and in state, hereby certify that Denise K.
Starbird AND Edwin C. Starbird, whose name(s) is/are signed to the foregoing
conveyance, and who is/are known to me, acknowledged before me that, being informed of
the contents of the conveyance, he/she/they executed the same voluntarily and as
his/her/their act on the day the same bears date.

Given under my hand and seal of office this 14 day of June 2007.

My Commission Expires: 10-4-09
*by Thomas Betz as Attorney in fact

Magda Esposito
Notary Public
Magda Esposito

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Magda Esposito, Notary Public
Moon Twp., Allegheny County
My Commission Expires Oct. 4, 2009
Member, Pennsylvania Association of Notaries



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LOAN #: E0605224

BALLOON RIDER TO SECURITY INSTRUMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned agree that the certain Security Instrument (Deed of Trust/Mortgage/Security Deed) of even date to which this Rider is attached shall be subject to the following provisions, notwithstanding any provisions to the contrary contained in said Security Instrument securing same:

BALLOON PAYMENT

This loan is payable at the end of **FIFTEEN** (15) year(s). You must repay the entire principal balance of the loan and the unpaid interest then due. The lender is under no obligation to refinance the loan at that time. You will, therefore, be required to make payment out of other assets you may own, or you will have to find a lender which may be the lender you have this loan with, willing to lend you the money. If you refinance this loan at maturity, you may have to pay some or all closing costs normally associated with a new loan, even if you obtain refinancing from the same lender.

At least ninety (90) but no more than one hundred twenty (120) days prior to the Maturity Date, Lender must send Borrower a notice prior to the Maturity Date, and the amount of the "Balloon Payment" which will be due on the Maturity Date (assuming all scheduled payments due between the date of the notice and the Maturity Date are made on time).

Denise K. Starbird 6/14/07
Denise K. Starbird * Date

Edwin C. Starbird 6/14/07
Edwin C. Starbird * Date

*By Thomas Betz as Attorney in
Fact

LOAN #: E0605224

MIN: 100039650006052240

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **14TH** day of **JUNE, 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 Note to **E-LOAN, INC., A DELAWARE CORPORATION**

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:
212 Windchase Drive
Birmingham, AL 35242

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **COVENANTS, CONDITIONS AND RESTRICTIONS**

(the "Declaration").

The Property is a part of a planned unit development known as **Windchase**

(the "PUD").

The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

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LOAN #: E0605224

- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association;
- or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Denise K. Starbird (Seal)
Denise K. Starbird

Edwin C. Starbird (Seal)
Edwin C. Starbird

*By Thomas Betz as Attorney in
Fact

EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 52, ACCORDING TO THE SURVEY OF WINDCHASE, GIVIANPOUR'S
ADDITION TO MEADOW BROOK, AS RECORDED IN MAP BOOK 18, PAGE 55
A AND B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Permanent Parcel Number: 101110001002052

EDWIN C. STARBIRD AND DENISE K. STARBIRD, FOR AND DURING THEIR JOINT
LIVES AND UPON THE DEATH OF EITHER, THEN TO THE SURVIVOR OF THEM

212 WINDCHASE DRIVE, BIRMINGHAM AL 35242-4640

Loan Reference Number : 10-10056857/E0605224

First American Order No: 12393049

Identifier: FIRST AMERICAN LENDERS ADVANTAGE



20070709000321680 9/18 \$185.75
Shelby Cnty Judge of Probate, AL
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20070709000321680 10/18 \$185.75
Shelby Cnty Judge of Probate, AL
07/09/2007 11:02:09AM FILED/CERT

Exhibit B

LIMITED POWER OF ATTORNEY

Caution: this is an important document. It gives the person whom you designate (your "Agent" also called "Attorney in Fact") broad powers for a specific transaction, to handle your property during a certain period of time, which may include powers to mortgage your real property with advance notice to you by web based closing. These powers will continue to exist even after you have become disabled or incompetent. This document does not authorize anyone to make medical or other health care decisions. You may execute a different document, a health care proxy to do this. If there is anything about this form that you do not understand, you should ask an attorney to explain it to you.

BE IT KNOWN, that DENISE STARBIRD, *see Attached Exhibit C*
Name Affidavit
and
EDWIN STARBIRD, *see Attached Exhibit D*
Name Affidavit

whose address is 212 WINDCHASE DRIVE
BIRMINGHAM, AL 35242

has made and appointed, and by these presents does make and appoint the following persons who are employees of LSI, namely: Greg Perdziola, Shannon Obringer, Ryan Flaherty, Thomas Betz, Sheila Allen, Quinn Riordan and Stacey Franciscus each of whom may act separately, whose addresses are C/O LSI, at 700 Cherrington Parkway, Coraopolis PA 15108, my/our true and lawful attorney in fact (also called agent) for them and in their name, place and stead, for the following specific and limited purposes:

- (1) Refinancing of the Real Estate located at 212 WINDCHASE DRIVE, BIRMINGHAM, AL 35242, and to be refinanced with E - Loan Inc-70788, said refinancing to occur on or about June 15, 2007 in an amount approximately \$ 83,500.00 .
- (2) To mortgage, finance, refinance, hypothecate, assign, transfer, and in any manner deal with the real estate to effectuate the above referenced refinancing (which may also be called "banking transactions" under state statute);
- (3) To execute, acknowledge, and deliver escrow instructions, and all Closing Documents which including but not limited to: Notes, Deeds, Mortgages/Deeds of Trust, Subordinations, security instruments, riders, attachments and addenda, including any documents necessary or requested as part of this transaction by Title Insurer, Lender or the other parties to the

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transaction, those documents needed by governmental and taxing authorities, covenants, agreements and assignments of agreements, assignments of mortgages, assignments of deeds of trust, to secure the referenced indebtedness, lien waivers, encumbrance or waiver of homestead and any marital rights necessary to obtain the financing, settlement statements, truth in lending disclosures, loan applications, HUD 1 and other written instruments of whatever kind and nature, all upon such terms and conditions as said attorney in fact (also called agent) shall approve.

Further giving and granting said attorney in fact (also called agent), full power and authority to do and perform all and every act and thing whatsoever necessary to be done in and about the specific and limited premises (setout herein) as fully, to all intents and purposes, as might or could be done if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney in fact (also called agent) should lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall become effective immediately, and shall not be affected by my subsequent disability, incapacity or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue until the Mortgage/Deed of Trust is recorded in the appropriate office. I may revoke this Power of Attorney at any time by providing written notice to my Attorney in Fact (also called agent), however such revocation shall not be effective as to third parties acting in reliance upon this Power of Attorney if recorded, unless and until the revocation is similarly recorded in the same county and state registry or other established records for the recording of Powers of Attorney. This Power of Attorney is limited to a specific refinance, and the powers noted shall continue only through and including any post closing corrections, amendments and follow up procedures, but shall cease when the refinance and all post-closing matters are fully accomplished.

TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND I FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

Dated 5/31, 2007 at 4:35 PM

Denise Starbird
 DENISE STARBIRD

Partial Password 5191

Edwin Starbird
 EDWIN STARBIRD

State of Alabama

County of Jefferson

On 5/31/2007 before me, Mary Roberson, Notary Public

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NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared DENISE STARBIRD EDWIN STARBIRD

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Comission Expires: 6/24/2009

Mary Roberson
SIGNATURE OF NOTARY
Mary Roberson

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNEER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
- ☐ ATTORNEY IN FACT
☐ TRUSTEE
☐ GUARDIAN/CONSERVATOR
☐ OTHER

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE



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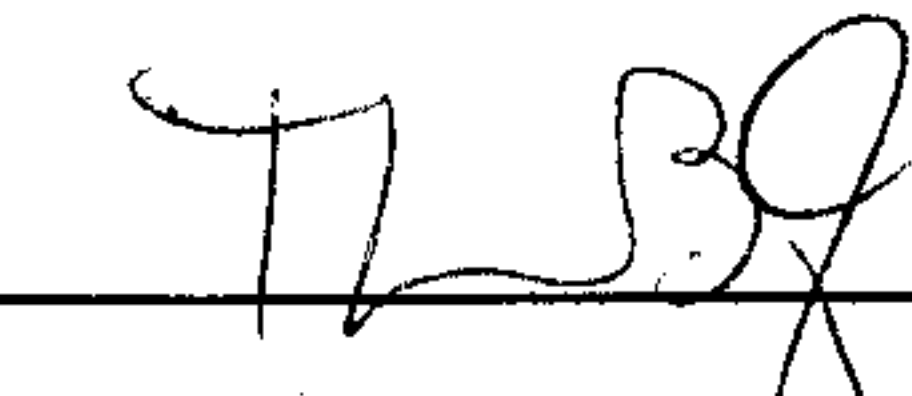
Witness: _____

Witness: _____

printed name of witness: _____
(if required)

printed name of witness: _____
(if required)

Specimen signature of AGENT/Attorney in Fact:



Thomas Betz
(LSI)



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ACKNOWLEDGMENT OF ATTORNEY-IN-FACT

I, AGENT, have read the attached power of attorney and am the person identified as the attorney-in-fact (the "agent") for the principal. I hereby acknowledge that in the absence of a specific provision to the contrary in the power of attorney or in state law., when I act as agent:

I shall exercise the powers for the benefit of the principal.

I shall keep the assets of the principal separate from my assets.

I shall exercise reasonable caution and prudence.

I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.

Thomas Betz
AGENT

TLB
Signature of Attorney-in-Fact

6/14/07
Date



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Exhibit C
SAME NAME AFFIDAVIT

Before me, the undersigned authority, this day personally appeared Denise Starbird
____ ("Affiant") who being by me first duly sworn, affirmed as follows:

1. Affiant is one and the same person as: Denise K. Starbird
2. Affiant may also be known by the following name variances (sign those variables or write N/A if that name has never been used for you):

First initial, second initial, full last name: _____
First and middle initials and last name: _____
Nicknames: _____

Affiant states that they were previously known as _____, but due to marriage/divorce, have taken the name of _____ and that name is now their true and correct legal name.

Affiant states that they were previously known as _____, but due to a court order changing their legal name, have taken the name of _____ and that name is now their true and correct legal name per Court Order recorded at in _____ county _____, DBV _____ page _____;

2. This affidavit is given in reference to the conveyance/purchase/refinance of the property described as: _____.

AFFIANT is making this affidavit for the benefit of LSI/ Chicago Title Insurance/Fidelity Title Insurance who is relying upon the total correctness of this affidavit for issuing title insurance. When I sign below I am affirming this as my legal signature for any conveyance/refinance/purchase document no matter what variance may show in the typing of my name, and for all names by which I may be known.

Intending to be bound, I have signed this 14 day of June, 2007.

Denise Starbird Attorney in Fact
(SIGNATURE)

Denise Starbird
(PRINT NAME OF AFFIANT)

*By Thomas Betz as Attorney in Fact

Witness

Witness Printed Name

Witness

Witness Printed Name



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STATE OF PA
COUNTY OF Allegheny

Sworn to and subscribed before me this 14 day of June, 2007, by Denise Starbird
my Thomas Bete as Attorney in fact, who was personally known to me or who presented
_____ as identification.

Commission No.
Commission Expiration:


(Signature of Notary)
Magda Esposito
10.4.09

(Printed name of Notary- Stamp/Seal if required)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Magda Esposito, Notary Public
Moon Twp., Allegheny County
My Commission Expires Oct. 4, 2009
Member, Pennsylvania Association of Notaries



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Shelby Cnty Judge of Probate, AL
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Exhibit D
SAME NAME AFFIDAVIT

Before me, the undersigned authority, this day personally appeared Edwin Starbird
____ ("Affiant") who being by me first duly sworn, affirmed as follows:

1. Affiant is one and the same person as: Edwin C. Starbird

2. Affiant may also be known by the following name variances (sign those variables or write N/A if that name has never been used for you):

First initial, second initial, full last name: _____
First and middle initials and last name: _____
Nicknames: _____

Affiant states that they were previously known as _____, but due to marriage/divorce, have taken the name of _____ and that name is now their true and correct legal name.

Affiant states that they were previously known as _____, but due to a court order changing their legal name, have taken the name of _____ and that name is now their true and correct legal name per Court Order recorded at in _____ county _____, DBV _____ page _____;

2. This affidavit is given in reference to the conveyance/purchase/refinance of the property described as: _____.

AFFIANT is making this affidavit for the benefit of LSI/ Chicago Title Insurance/Fidelity Title Insurance who is relying upon the total correctness of this affidavit for issuing title insurance. When I sign below I am affirming this as my legal signature for any conveyance/refinance/purchase document no matter what variance may show in the typing of my name, and for all names by which I may be known. Intending to be bound, I have signed this 14 day of June, 2007.

Edwin Starbird by T. Betz
as Attorney in Fact
(SIGNATURE)
Edwin Starbird *
(PRINT NAME OF AFFIANT)

*By Thomas Betz as Attorney in Fact

Witness

Witness Printed Name

Witness

Witness Printed Name



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Shelby Cnty Judge of Probate,AL
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STATE OF PA
COUNTY OF Allegheny

Sworn to and subscribed before me this 14 day of June, 2007, by Edwin Starbird
by Thomas Betz as Attorney in Fact, who was personally known to me or who presented
_____ as identification.

Commission No.
Commission Expiration:

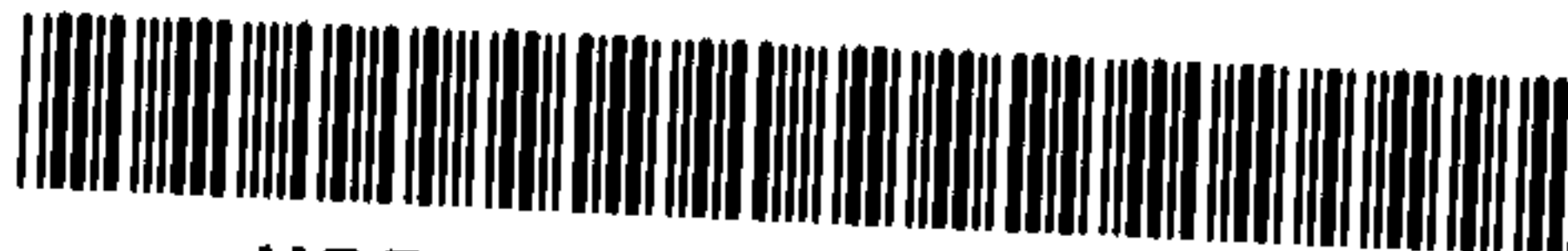
Magda Esposito
(Signature of Notary)
magda Esposito
10.4.09

(Printed name of Notary- Stamp/Seal if required)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Magda Esposito, Notary Public
Moon Twp., Allegheny County
My Commission Expires Oct. 4, 2009

Member, Pennsylvania Association of Notaries



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MORTGAGE
LOAN# E0605224
US Recordings