

Return To:
Merrill Lynch Credit
Corporation
9700 Bissonnet Street ,
Suite #1500, HOUSTON, TX
77036

[Space Above This Line For Recording Data]

MORTGAGE

Loan #: 7101980873

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated August 16, 2007 together with all Riders to this document.

(B) "Borrower" is

Gene L. McKinney, individually, as an unmarried person and
Gene L. McKinney, Trustee of The McKinney Living Trust dated January 23, 1992 as amended and
restated May 17, 2005

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Merrill Lynch Credit Corporation

Lender is a Corporation

organized and existing under the laws of Delaware

ALABAMA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3001 1/01

VMP -6(AL) (0005).02

Page 1 of 15

Initials: 

VMP MORTGAGE FORMS - (800)521-7251

Original

Lender's address is 5201 Gate Parkway Jacksonville, FL 32256

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated August 16, 2007

The Note states that Borrower owes Lender One Hundred Ninety-Eight Thousand Eight Hundred Thirty-Six Dollars and Zero Cents Dollars (U.S. \$198,836.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1st, 2037

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

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, 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 transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine 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, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

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

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.



20070820000390960 3/34 \$408.35
Shelby Cnty Judge of Probate, AL
08/20/2007 11:32:55AM FILED/CERT

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to Lender, with power of sale, the following described property located in the

COUNTY

of

SHELBY

:

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

Being the same premises conveyed to the mortgagors herein by deed being recorded simultaneously herewith; this being a purchase money mortgage given to secure the purchase price of the above described premises.

PLEASE SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Parcel ID Number:

1140 PORTOBELLO ROAD
BIRMINGHAM

("Property Address"):

which currently has the address of

[Street]

[City] , Alabama 35242

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

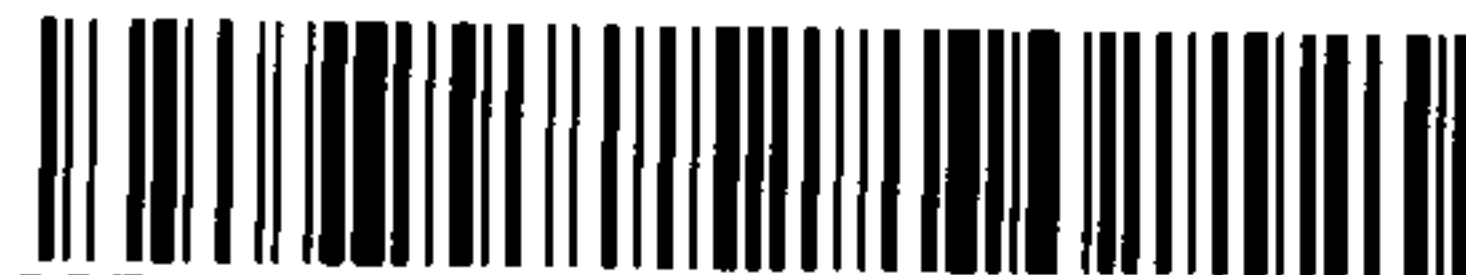
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also 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

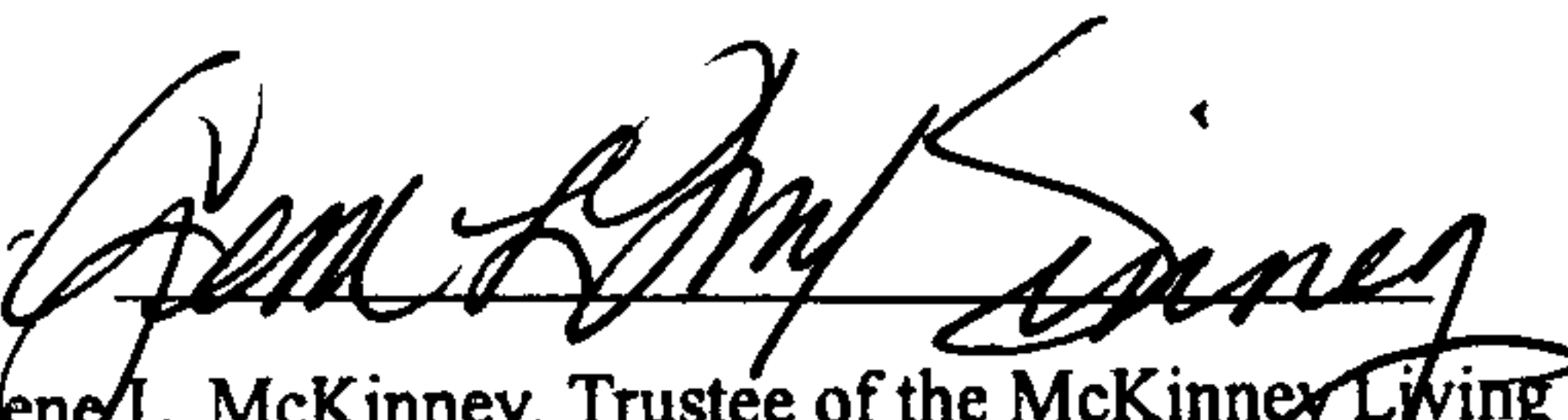
Original



20070820000390960 14/34 \$408.35
Shelby Cnty Judge of Probate, AL
08/20/2007 11:32:55AM FILED/CERT

By signing below/above, the undersigned, acknowledges all of the terms and covenants contained in the Security Instruments and any riders thereto and agrees to be bound thereby, Gene L. McKinney

Witnesses:


Gene L. McKinney, Trustee of the McKinney Living Trust, under trust instrument dated January 23, 1992 as amended and restated May 17, 2005, for the benefit of Gene L. McKinney

_____(Seal)
Gene L. McKinney -Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower
_____(Seal)
-Borrower

_____(Seal)
-Borrower
_____(Seal)
-Borrower

_____(Seal)
-Borrower
_____(Seal)
-Borrower

STATE OF ALABAMA, JEFFERSON

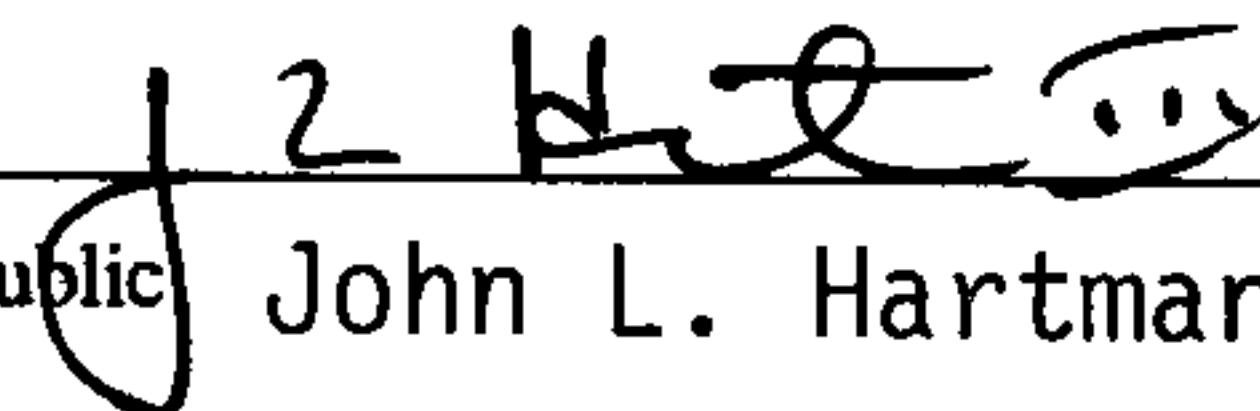
County ss:

On this 16th day of August, 2007, I,
John L. Hartman, III
a Notary Public in and for said county and in said state, hereby certify that Gene L
McKinney, individually and as trustee of the McKinney Living Trust under
trust instrument dated 01/23/1992, for the benefit of Gene L McKinney

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 16th day of August, 2007

My Commission Expires: 08/04/09


Notary Public John L. Hartman, III

Prepared By:

Kathy Noel, Merrill Lynch Credit Corporation
5201 Gate Parkway Jacksonville, FL 32256

