Brunson & Associates, P.A.
301 Broad Street
Gadsden, Alabama 35901
Attn: Rebecca Lazenby

20080310000096410 1/16 $250.85
Shelby Cnty Judge of Probate,AL
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When Recorded Mail To:
AAA WORLDWIDE FINANCIAL CO.
5057 KELLER SPRINGS RD STE
300
ADDISON, TX 75001
ATTN: AAA WORLDWIDE
FINANCIAL CO.
(214) 413-2036

This document prepared by:
COURTNEY ROBINSON
AAA WORLDWIDE FINANCIAL CO.
5057 KELLER SPRINGS RD STE
300
ADDISON, TX 75001
(214) 413-2036

B-9537-08

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MORTGAGE

WALLIS
Loan #: 10502617
PIN:
Case #: 011-5797646-703
MIN: 100374000802070025

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 22, 2008. The grantor is JACK REED WALLIS AND HIS WIFE, SHEILA GAIL WALLIS SIGNING PRO FORMA TO PERFECT THE LIEN ONLY ("Borrower"). 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 P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. AAA WORLDWIDE FINANCIAL CO. D/B/A WORLDWIDE MORTGAGE CO. ("Lender") is organized and existing under the laws of TEXAS, and has an address of 5057 KELLER SPRINGS RD STE 300, ADDISON, TX 75001 . Borrower owes Lender the principal sum of ONE HUNDRED TWENTY-NINE THOUSAND EIGHT HUNDRED SEVENTY-NINE AND 00/100 Dollars (U.S. $129,879.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 1, 2038 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, 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 SHELBY County, Alabama:
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.
which has the address of 4575 HIGHWAY 85, VINCENT, Alabama 35178 ("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

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

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

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

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance, and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C Section 2601 *et seq.* and implementing regulations 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at anytime are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition

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by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provision of the lease. If Borrower acquires fee title to the Property, the

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leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

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(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note are not to be eligible for insurance under the National Housing Act within **60 days** from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **60 days** from the date hereof, declining to insure this Security Instrument and the Note shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

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

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property

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under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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 residential uses and to maintenance of Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

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If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure: If Lender requires immediate payment in full under Paragraph 9, Lender 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 paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a coy of a notice to Borrower in the manner provided in paragraph 13. 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.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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The Following Rider(s) are to be executed by Borrower and are attached hereto and made a part thereof [check box as applicable]:

☐ Condominium Rider ☐ Growing Equity Rider ☐ Adjustable Rate Rider
☐ Planned Unit Development Rider ☐ Graduated Payment Rider
☒ Other(s) [specify] **MANUFACTURED HOME RIDER**

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

Jack Reed Wallis 2-26-08
-BORROWER - JACK REED WALLIS - DATE -

Shelia Gail Wallis 2-26-08
SHEILA GAIL WALLIS - DATE -

Witnesses:

_____ _____

STATE OF ALABAMA

COUNTY OF TALLADEGA

I, Greg Storey/Notary Public (name and style of officer), hereby certify that
Jack Reed Wallis and wife, Shelia Gail Wallis

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 26th day of February, 2008.

GREG STOREY NOTARY My Comm. Expires June 17, 2010 PUBLIC ALABAMA STATE AT LARGE

Notary Public

My Commission Expires:

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EXHIBIT A

COMMENCING AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA; THENCE NORTH 89° 31' 00" WEST, A DISTANCE OF 247.69 FEET; THENCE SOUTH 00° 28' 43" WEST, A DISTANCE OF 14.53 FEET TO A 6X6 CONCRETE RIGHT OF WAY MARKER AND THE POINT OF BEGINNING; THENCE SOUTH 04° 35' 00" EAST, A DISTANCE OF 616.39 FEET TO A 5/8" REBAR; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 195.30 FEET TO A 5/8" REBAR; THENCE NORTH 0° 17' 47" EAST, A DISTANCE OF 555.95 FEET TO A 5/8" REBAR AND THE SOUTHERLY RIGHT OF WAY LINE OF SHELBY COUNTY ROAD NO. 85 AND THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 597.19 FEET, A CENTRAL ANGLE OF 24° 34' 52", AND A CHORD OF 254.25 FEET BEARING NORTH 76° 42' 14" WEST; THENCE WEST ALONG SAID CURVE, A DISTANCE OF 256.21 FEET TO A CONCRETE RIGHT OF WAY MARKER AND THE POINT OF BEGINNING; SAID DESCRIBED TRACT CONTAINING 3.0 ACRES, MORE OR LESS.

Jack R Wallis

JACK R. WALLIS

Shelia Gail Wallis

SHELIA GAIL WALLIS

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MANUFACTURED HOME RIDER
TO THE MORTGAGE/DEED OF TRUST/SECURITY DEED

WALLIS
Loan #: 10502617
MIN: 100374000802070025

This Rider is made this 22ND day of FEBRUARY, 2008, and is incorporated into and amends and supplements the Mortgage / Deed of Trust / Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to AAA WORLDWIDE FINANCIAL CO. D/B/A WORLDWIDE MORTGAGE CO. (the "Lender") of the same date (the "Note") and covering the Property described in the Security Instrument and located at:

4575 HIGHWAY 85, VINCENT, AL 35178
[Property Address]

Borrower and Lender agree that the Security Instrument is amended and supplemented as follows:

A. The Property covered by the Security Instrument (referred to as "Property" in the Security Instrument) includes, but is not limited to, the herein described tract or parcel of land and certain improvements, among which is a Manufactured Home, which will be or already has been affixed to the Property legally described in the Security Instrument, and which Manufactured Home is described as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

New	2008	CAVALIER	09-A6555L
New/Used	Year	Manufacturer's Name	Model Name and Model No.

76 X 15	TBD	TBD
Length X Width	Serial Number	HUD #

B. Additional Covenants of Borrower(s):

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1. Borrower will comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the Property described in the Security Instrument including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Home as real property under state and local law.

2. The Manufactured Home described above will be, at all times and for all purposes, a permanent part of the Property described in the Security Instrument which by intention of all parties, shall constitute a part of the realty and shall pass with it and permanently affixed to the realty in accordance with any lender, state, local or other governmental requirements.

3. Affixing the Manufactured Home to the Property described in the Security Instrument does not violate any zoning laws or other state or local requirements applicable to manufactured homes.

All special construction terms end when the construction loan converts to a permanent loan.

By signing below, Borrower(s) accepts and agrees to the terms and covenants contained in this Manufactured Home Rider.

Jack Reed Wallis 2-26-08

- BORROWER - JACK REED WALLIS - DATE -

Sheila Gail Wallis 2-26-08

SHEILA GAIL WALLIS - DATE -

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After Recording Return To:
AAA WORLDWIDE FINANCIAL CO.
5057 KELLER SPRINGS RD STE
300
ADDISON, TX 75001
ATTN: AAA WORLDWIDE
FINANCIAL CO.
(214) 413-2036

Prepared By:
COURTNEY ROBINSON
AAA WORLDWIDE FINANCIAL CO.
5057 KELLER SPRINGS RD STE
300
ADDISON, TX 75001
(214) 413-2036

MANUFACTURED HOUSING LIMITED POWER OF ATTORNEY

Loan #: 10502617
MIN: 100374000802070025

THE UNDERSIGNED hereby appoints AAA WORLDWIDE FINANCIAL CO. D/B/A WORLDWIDE MORTGAGE CO., and its successor and/or assigns, as Lender Name my/our true and lawful Attorney-in-Fact, with power of substitution and revocations, to apply for a certificate of title or duplicate certificate of title to or record a lien and register and/or to transfer or assign the title to any person the below ("Collateral"): along with the following actions as though executed by me/us.

(1) To execute in my/our behalf as my/our Attorney-in-Fact whatever documents are necessary to effectuate the sale of the Collateral in the event of a default by me/us under my/our Manufactured Home Installment Note, Security Agreement and Disclosure Statement, as applicable (the "Contract") which results in a repossession and sale of the Collateral securing the Contract, subject to the terms of the Contract and applicable state law governing disposition of the Collateral; or

(2) For said purpose(s) to sign my/our name(s) and to do all things necessary to appointment, and to transfer or assign title to any property taken in trade or consideration for the purchase of the below described Collateral.

(3) Re-title the Collateral to correct any errors or to ensure the proper perfection security interest in the Collateral.

(4) To execute documents necessary to obtain and maintain insurance on the property and to receive, complete, execute or endorse, and deliver in my name or Lender?s name any and all claim forms, agreements, assignments, releases, checks, drafts or other instruments and vehicles for the payment of money, relating to any insurance covering the Manufactured Home, the indebtedness secured by the Manufactured Home or the Real Property.

This limited Power of Attorney ("POA") shall be durable and not be affected by subsequent disability or incapacity of the principal, or by the lapse of time. This POA shall not be construed as a waiver of my/or rights under the Contract or applicable state law governing the Contract and the sale of Collateral.

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Shelby Cnty Judge of Probate,AL
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Description of Collateral:

Manufacturer:	CAVALIER
Model:	
Year:	2008
Width/Length:	15 / 76
Serial Number:	TBD
New/Used:	New
Hud Data Plate #:	TBD

Jack Reed Wallis 2-26-08

-BORROWER - JACK REED WALLIS - DATE -

Shelia Gail Wallis 2-26-08

SHEILA GAIL WALLIS - DATE -

State of ALABAMA
County of TALLADEGA

On this the 26th day of February, 2008, before me personally appeared
Jack Reed Wallis and wife, Shelia Gail Wallis

known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged that he/she/they voluntarily executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and Official Seal.

(Seal)

Notary Public

Greg Storey

Printed Name

My commission expires:

GREG STOREY
NOTARY
My Comm. Expires
June 17, 2010
PUBLIC
ALABAMA STATE AT LARGE

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EXHIBIT A

COMMENCING AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA; THENCE NORTH 89° 31' 00" WEST, A DISTANCE OF 247.69 FEET; THENCE SOUTH 00° 28' 43" WEST, A DISTANCE OF 14.53 FEET TO A 6X6 CONCRETE RIGHT OF WAY MARKER AND THE POINT OF BEGINNING; THENCE SOUTH 04° 35' 00" EAST, A DISTANCE OF 616.39 FEET TO A 5/8" REBAR; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 195.30 FEET TO A 5/8" REBAR; THENCE NORTH 0° 17' 47" EAST, A DISTANCE OF 555.95 FEET TO A 5/8" REBAR AND THE SOUTHERLY RIGHT OF WAY LINE OF SHELBY COUNTY ROAD NO. 85 AND THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 597.19 FEET, A CENTRAL ANGLE OF 24° 34' 52", AND A CHORD OF 254.25 FEET BEARING NORTH 76° 42' 14" WEST; THENCE WEST ALONG SAID CURVE, A DISTANCE OF 256.21 FEET TO A CONCRETE RIGHT OF WAY MARKER AND THE POINT OF BEGINNING; SAID DESCRIBED TRACT CONTAINING 3.0 ACRES, MORE OR LESS.

Jack R Wallis

JACK R. WALLIS

Shelia Gail wallis

SHELIA GAIL WALLIS

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Shelby Cnty Judge of Probate,AL
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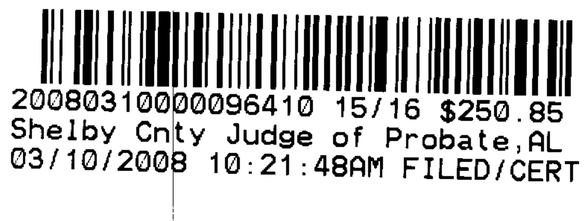
File No.: B-9537-08



STATE OF ALABAMA)

COUNTY OF SHELBY)

REF: MORTGAGE _____, AT PAGE _____
DEED BOOK: 1999, AT PAGE 36213

AFFIDAVIT OF AFFIXATION OF MANUFACTURED HOME TO LAND

Personally appeared before me, the undersigned authority, in an for said state and county, **Jack Reed Wallis and wife, Shelia Gail Wallis** who are known to me and being by me first duly sworn, did depose and said as follows:

1.Our Names are Jack Reed Wallis and Shelia Gail Wallis.

2.We are the owner of real property more particularly described as follows or otherwise, if so referred, more particularly described as follows:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA; THENCE NORTH 89° 31' 00" WEST, A DISTANCE OF 247.69 FEET; THENCE SOUTH 00° 28' 43" WEST, A DISTANCE OF 14.53 FEET TO A 6X6 CONCRETE RIGHT OF WAY MARKER AND THE POINT OF BEGINNING; THENCE SOUTH 04° 35' 00" EAST, A DISTANCE OF 616.39 FEET TO A 5/8" REBAR; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 195.30 FEET TO A 5/8" REBAR; THENCE NORTH 0° 17' 47" EAST, A DISTANCE OF 555.95 FEET TO A 5/8" REBAR AND THE SOUTHERLY RIGHT OF WAY LINE OF SHELBY COUNTY ROAD NO. 85 AND THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 597.19 FEET, A CENTRAL ANGLE OF 24° 34' 52", AND A CHORD OF 254.25 FEET BEARING NORTH 76° 42' 14" WEST; THENCE WEST ALONG SAID CURVE, A DISTANCE OF 256.21 FEET TO A CONCRETE RIGHT OF WAY MARKER AND THE POINT OF BEGINNING; SAID DESCRIBED TRACT CONTAINING 3.0 ACRES, MORE OR LESS.

3.We acquired title to the hereinabove described real property described real property by virtue of that certain deed recorded in the Office of the Judge of Probate of Shelby County, Alabama in Deed Book 1999, at Page 36213.

4.There is a manufactured home situated upon the hereinabove described land. The Manufactured Home is more particularly described as A 2007 32 X 80 Cavalier; Model # 09-A6555L; Clay in color; manufactured home, comprised of two sections, and bearing the serial numbers CV07AL0272227A & CV07AL0272227B, is permanently affixed to the real property hereinabove described and is considered a part thereof.

5.The street address for the real property and manufactured home is 4575 Highway 85, Vincent, Alabama 35178.

6. By executing this affidavit, we declare our intent that the manufactured home as hereinabove described in paragraph four (4) be considered part of the land on which it is situated and which is more particularly described in paragraph two (2) above.

7. The Certificate of Title to each section of the manufactured home has been cancelled. A true and correct copy of the Request to Cancel Certificate of Title to Mobile Home Due to Conversion to Realty that was submitted to the Alabama Department of Revenue is recorded herewith as part of this affidavit. Furthermore, cancellation of the certificate of title has been verified and evidence of verification is also recorded as part of this affidavit.

8. The manufactured home, and each section thereof, has been assessed in the Office of the Tax Assessor of Shelby County, Alabama as real property.

9. The wheels and axles have been removed from each section of the manufactured home and

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each section has been anchored to the ground in compliance with all state, county, and/or local building codes and regulations.

10. All temporary utility service to the home has been eliminated and the manufactured home is now permanently connected to utilities and sewer/septic system.

11. We are familiar with the boundary lines of the land described in paragraph two (2) above. The manufactured home (if applicable, each section of the manufactured home) is situated within the boundaries of said land and does not encroach onto land belonging to others. The manufactured home, or each section thereof, is situated completely within the boundaries of the land described in paragraph (2) above.

12. The manufactured home (affiants should initial by each of the following that are applicable):

_____ _____ (a) is connected to central heating and air conditioning.
_____ _____ (b) has been underpinned.
_____ _____ (c) no longer has a towing tongue.
_____ _____ (d) has had ___ rooms built onto it.
_____ _____ (e) has had a permanent pitched roof built over it. (Metal Roof)
_____ _____ (f) has had a front porch or deck built onto it.
_____ _____ (g) has had a rear porch or deck built onto it.

13. We understand that this affidavit is being given to induce **AAA Worldwide Financial Company, D/B/A Worldwide Mortgage Company** to make a loan to me which is to be secured by the land and the manufactured home as hereinabove described and to induce Commonwealth Insurance Company to issue its loan policy of title insurance and to insure that the manufactured home described in paragraph four (4) is part of the land more particularly described in paragraph (2).

14. We give this affidavit of our own personal knowledge.

Jack Reed Wallis
JACK REED WALLIS

Shelia Gail Wallis
SHELIA GAIL WALLIS

SWORN TO AND SUBSCRIBED before me on this, the 26TH DAY OF FEBRUARY, 2008.

_____
NOTARY PUBLIC
My Commission Expires: _____

THIS AFFIDAVIT WAS PREPARED BY:

Brunson & Associates Attorneys, P. A.
Attorneys at Law
301 Broad Street
Gadsden, Alabama 35901

GREG STOREY
NOTARY
My Comm. Expires
June 17, 2010
PUBLIC
ALABAMA STATE AT LARGE

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