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Shelby Cnty Judge of Probate, AL
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State of Alabama

MORTGAGE

FHA Case No.

011-6818106 703

THIS MORTGAGE ("Security Instrument") is given on JUNE 21, 2010
The Grantor is MALLORY TUCKER, A SINGLE PERSON

("Borrower"). This Security Instrument is given to HOMESERVICES LENDING, LLC SERIES A DBA
HOMESERVICES LENDING

which is organized and existing under the laws of THE STATE OF DELAWARE, and
whose address is P.O. BOX 11701, NEWARK, NJ 071014701

("Lender"). Borrower owes Lender the principal sum of
THIRTY SIX THOUSAND NINE HUNDRED TWELVE AND 00/100

Dollars (U.S. \$ *****36,912.00).

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 JULY 01, 2040

. 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

0281902536

FHA Alabama Mortgage - 4/96

 -4R(AL) (9604)

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Initials: MT



of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender and Lender's successors and assigns, with power of sale, the following described property located in **SHELBY** County, Alabama:

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 11701, NEWARK, NJ 071014701

which has the address of **79 CREEK HOLLOW TRAIL, WILSONVILLE** [Street, City],
Alabama **35186** [Zip Code] ("Property Address");

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

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 any time 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 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 any 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 provisions of the lease. If Borrower acquires fee title to the Property, the 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.

(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 if this Security Instrument and the Note are not determined 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 attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if 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 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 or 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 the 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.

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 copy 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 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. [Check applicable box(es)].

☐ Condominium Rider
☐ Planned Unit Development Rider

☐ Growing Equity Rider
☐ Graduated Payment Rider

☐ Other [specify]

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

_____	<u>Mallory Tucker</u> (Seal) MALLORY TUCKER -Borrower
_____	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

STATE OF ALABAMA,

On this 21ST day of JUNE
hereby certify that MALLORY TUCKER

Jefferson County ss:

, 2010 , I, Dana McGowin
, a Notary Public in and for said county and in said state,



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Shelby Cnty Judge of Probate, AL
06/25/2010 03:15:35 PM FILED/CERT

signed to the foregoing conveyance, and who IS informed of the contents of the conveyance, SHE act on the day the same bears date.
Given under my hand and seal of office this 21ST day of JUNE, 2010, whose name(s) IS known to me, acknowledged before me that, being executed the same voluntarily and as HER

My Commission Expires:
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 5, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Dana Wright McGowin
Notary Public

This instrument was prepared by HOMESERVICES LENDING, LLC SERIES A DBA HOMESERVICES LENDING
BRENDA.BROWN@HSL-GA.COM
3391 TOWN POINT DR NW, SUITE 325
KENNESAW, GA 301447083

LEGAL DESCRIPTION OF PROPERTY


Borrower Name: MALLORY TUCKER

Property Address: 79 CREEK HOLLOW TRAIL
WILSONVILLE, AL 35186

Date: 06/21/10

Property Description:



 -4034 (9901).01

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EXHIBIT "A"

Commence at the SW corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 20 South, Range 1 East; thence run Easterly along the South line thereof for 118.72 feet to the point of beginning; thence continue along the last described course for 313.47 feet; thence 90 degrees 00 minutes 00 seconds left run Northerly for 120.00 feet; thence 90 degrees 0 minutes 0 seconds left run Westerly for 46.82 feet to a point of a curve to the left, having a central angle of 30 degrees 58 minutes 3 seconds, a Radius of 240.00 feet, and an arc length of 129.58 feet; thence 15 degrees 28 minutes 2 seconds left to chord run Southwesterly along said chord for 128.01 feet; thence 15 degrees 26 minutes 2 seconds left run Southwesterly for 167.03 feet to the point of beginning. Also a 60 foot easement, the centerline of which being more particularly described as follows: Begin at the intersection of the East R/W of Shelby County Highway 109 and a line 30 feet South parallel to the South line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 20 South, Range 1 East; thence run East and parallel to the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section 8.17 feet East of the West line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said section; thence 30 degrees 58 minutes 3 seconds left run Northeasterly for 275.45 feet; to a point of a curve to the right having a central angle of 30 degrees 56 minutes 3 seconds, a radius of 270.00 feet, and an arc length of 145.77 feet; thence 15 degrees 28 minutes 2 seconds right to chord run Northeasterly along said chord for 144.01 feet; thence 15 degrees 28 minutes 2 seconds right run Easterly for 48.82 feet; thence 89 degrees 37 minutes 18 seconds left run Northerly for 343.91 feet to the center of a 60 foot easement and the point of ending.

Also: A 60 foot easement for all tracts, the boundary of which being more particularly described as follows:

Commence at the SW corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ Section 17, Township 20 South, Range 1 East; thence run Northerly along the West line thereof for 31.20 feet; thence 88 degrees 43 minutes 18 seconds right run Northeasterly for 240.58 feet; thence 71 degrees 55 minutes 39 seconds left run Northerly for 264.02 feet to the point of beginning; thence continue along the last described course for 60.94 feet; thence 78 degrees 58 minutes 48 seconds right run Northeasterly for 241.88 feet to a point of a curve to the right, having a central angle of 39 degrees 23 minutes 47 seconds, a radius of 672.43 feet, and an arc length of 482.36 feet; thence 19 degrees 41 minutes 53 seconds right to chord run Easterly along said chord for 453.31 feet; thence 19 degrees 41 minutes 53 seconds right run Southeasterly for 54.66 feet to a point of curve to the left, having a central angle of 56 degrees 37 minutes 19 seconds a radius of 145.00 feet, and an arc length of 143.29 feet; thence 28 degrees 18 minutes 39 seconds left to chord run Easterly along said chord for 137.53 feet; thence run Northeasterly for 203.99 feet to a point of a curve to the right, having a central angle of 40 degrees 14 minutes 34 seconds, a radius of 260.00 feet and an arc length of 182.61 feet; thence 20 degrees 7 minutes 16 seconds right to chord run Northeasterly along said chord for 178.88 feet; thence 20 degrees 19 minutes 12 seconds right run Easterly for 797.57 feet; thence 13 degrees 18 minutes 57 seconds left run Easterly for 245.79 feet; thence 19 degrees 15 minutes 34 seconds right run Southeasterly for 287.78 feet; thence 24 degrees 0 minutes 48 seconds left run Northeasterly for 148.48 feet; thence 10 degrees 54 minutes 57 seconds right run Easterly for 227.87 feet; thence 52 degrees 34 minutes 48 seconds left run Northeasterly for 165.51 feet; thence 106 degrees 21 minutes 52 seconds right run Southeasterly for 83.08 feet; thence 75 degrees 47 minutes 68 seconds right run Southwesterly for 177.39 feet; thence 52 degrees 24 minutes 57 seconds right run Westerly for 251.78 feet; thence 10 degrees 54 minutes 56 seconds left, run Southwesterly for 155.51 feet; thence 24 degrees 0 minutes 47 seconds right run Northwesterly for 290.36 feet; thence 19 degrees 15 minutes 34 seconds left run Westerly for 242.61 feet; thence 13 degrees 18 minutes 57 seconds right run Westerly for 804.57 feet to a point of a curve to the left, having a central angle of 40 degrees 10 minutes 56 seconds, a radius of 200.00 feet, and an arc length of 140.26 feet; thence 20 degrees 21 minutes 0 seconds left to chord run Southwesterly along said chord for 137.41 feet; thence 20 degrees 5 minutes 28 seconds left run Southwesterly for 203.99 feet to a point of a curve to the right, having a central angle of 58 degrees 37 minutes 19 seconds, a radius of 205.00 feet, and an arc length of 202.59 feet; thence 28 degrees 18 minutes 38 seconds right to chord run Westerly along chord for 191.44 feet; thence 28 degrees 18 minutes 39 seconds right run Northwesterly for 54.96 feet to a point of a curve to the left, having a central angle of 39 degrees 23 minutes 47 seconds a radius of 812.43 feet, and an arc length of 421.10 feet; thence 19 degrees 41 minutes 53 seconds left for chord run Westerly along said chord for 412.86 feet; thence 19 degrees 41 minutes 53 seconds left run Southwesterly for 252.52 feet to the point of beginning.

Also to be permanently attached as a fixture is the following manufactured home:

Year: 2006 Make: Cavalier Serial Number: BC06AL016254AB

Made part of this Mortgage and/or Deed is taxable solely as real estate and there are no outstanding personal property or motor vehicle taxes.



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Shelby Cnty Judge of Probate, AL
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Record and Return [] by Mail [] by Pickup to:

WFHM FINAL DOCS X2599-024

405 SW 5TH STREET

DES MOINES, IA 50309-4600

MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT

This Rider is made this JUNE 21, 2010, and is incorporated into and amends and supplements the Mortgage, Open-End Mortgage, Deed of Trust, or Credit Line Deed of Trust, Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to HOMESERVICES LENDING, LLC SERIES A DBA HOMESERVICES LENDING ("Lender") of the same date ("Note") and covering the Property described in the Security Instrument and located at: 79 CREEK HOLLOW TRAIL, WILSONVILLE, AL 35186

(Property Address)

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

- 1. Meaning of Some Words.** As used in this Rider, the term "Loan Documents" means the Note, the Security Instrument and any Construction Loan Agreement, and the term "Property", as that term is defined in the Security Instrument, includes the "Manufactured Home" described in paragraph 3 of this Rider. All terms defined in the Note or the Security Instrument shall have the same meaning in this Rider.
- 2. Purpose and Effect of Rider.** IF THERE IS A CONFLICT BETWEEN THE PROVISIONS IN THIS RIDER AND THOSE IN THE SECURITY INSTRUMENT, THE PROVISIONS IN THIS RIDER SHALL CONTROL. THE CONFLICTING PROVISIONS IN THE SECURITY INSTRUMENT WILL BE ELIMINATED OR MODIFIED AS MUCH AS IS NECESSARY TO MAKE ALL OF THE CONFLICTING TERMS AGREE WITH THIS RIDER.
- 3. Lender's Security Interest.** All of Borrower's obligations secured by the Security Instrument also shall be secured by the Manufactured Home:

USED	2005	CAVALIER	HAMILTON HAMILTON	044 x 027
New/Used	Year	Manufacturer's Name	Model Name or Model No.	Length x Width

BC06AL0136254A

BC06AL0136254B

Serial No.

Serial No.

Serial No.

Serial No.



4. **Affixation.** Borrower covenants and agrees:
- (a) to affix the Manufactured Home to a permanent foundation on the Property;
 - (b) to comply with all Applicable Law regarding the affixation of the Manufactured Home to the Property;
 - (c) upon Lender's request, to surrender the certificate of title to the Manufactured Home, if surrender is permitted by Applicable Law, and to obtain the requisite governmental approval and documentation necessary to classify the Manufactured Home as real property under Applicable Law;
 - (d) that affixing the Manufactured Home to the Property does not violate any zoning laws or other local requirements applicable to the Property;
 - (e) that the Manufactured Home will be, at all times and for all purposes, permanently affixed to and part of the Property.
5. **Charges; Liens.** Section 4, Paragraph 1 of the Security Instrument is amended to add a new third sentence to read:
- Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and receipts evidencing the payments.
6. **Property Insurance.** Section 5, Paragraph 1 of the Security Instrument is amended to add a new second sentence to read:
- Whenever the Manufactured Home is transported on the highway, Borrower must have trip insurance.
7. **Notices.** The second sentence of Section 15 of the Security Instrument is amended by inserting the words "unless otherwise required by law" at the end.
8. **Additional Events of Default.** Borrower will be in default under the Security Instrument:
- (a) if any structure on the Property, including the Manufactured Home, shall be removed, demolished, or substantially altered;
 - (b) if Borrower fails to comply with any requirement of Applicable Law (Lender, however, may comply and add the expense to the principal balance Borrower owes to Lender); or
 - (c) if Borrower grants or permits any lien on the Property other than Lender's lien, or liens for taxes and assessments that are not yet due and payable.
9. **Notice of Default.** If required by Applicable Law, before using a remedy, Lender will send Borrower any notice required by law, and wait for any cure period that the law may require for that remedy.
10. **Additional Rights of Lender in Event of Foreclosure and Sale.** In addition to those rights granted in the Note and Security Instrument, Lender shall have the following rights in the event Lender commences proceedings for the foreclosure and sale of the Property.
- (a) At Lender's option, to the extent permitted by Applicable Law, Lender may elect to treat the Manufactured Home as personal property ("Personal Property Collateral"). Lender may repossess peacefully from the place where the Personal Property Collateral is located without Borrower's permission. Lender also may require Borrower to make the Personal Property Collateral available to Lender at a place Lender designates that is reasonably convenient to Lender and Borrower. At Lender's option, to the extent permitted by Applicable Law, Lender may detach and remove Personal Property Collateral from the Property, or Lender may take possession of it and leave it on the Property. Borrower agrees to cooperate with Lender if Lender exercises these rights.
 - (b) After Lender repossesses, Lender may sell the Personal Property Collateral and apply the sale proceeds to Lender's reasonable repossession, repair, storage, and sale expenses, and then toward any other amounts Borrower owes under the Loan Documents.



(c) In the event of any foreclosure sale, whether made by Trustee, or under judgment of a court, all of the real and Personal Property Collateral may, at the option of Lender, be sold as a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property Collateral or any part thereof. Lender, as well as Trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property Collateral afforded to a "Secured Party" by Applicable Law in addition to, and not in limitation of, the other rights and recourse afforded Lender and/or Trustee under the Security Instrument.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Rider.

WITNESS my hand and seal this 21 day of June 2010.

Mallory Tucker

Borrower

Borrower

MALLORY TUCKER

Borrower

Borrower

Borrower

Borrower

Borrower

Borrower

STATE OF Alabama)

COUNTY OF Jefferson) ss.:

On the 21 day of June in the year 2010

before me, the undersigned, a Notary Public in and for said State, personally appeared

Mallory Tucker

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Dana Wright McGowan
Notary Signature

Dana Wright McGowan
Notary Printed Name

Notary Public, State of Alabama

Qualified in the County of Jefferson

My Commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: MAR 5, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Official Seal:

Drafted By: BRENDA.BROWN@HSL-GA.COM [] Check if Construction Loan



LEGAL DESCRIPTION OF PROPERTY


Borrower Name: MALLORY TUCKER

Property Address: 79 CREEK HOLLOW TRAIL
WILSONVILLE, AL 35186

Date: 06/21/10

Property Description:



 -4034 (9901).01

VMP MORTGAGE FORMS - (800)521-7291

1/99



20100625000203570 14/15 \$108.50
Shelby Cnty Judge of Probate, AL
06/25/2010 03:15:35 PM FILED/CERT

EXHIBIT "A"


Commence at the SW corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 20 South, Range 1 East; thence run Easterly along the South line thereof for 118.72 feet to the point of beginning; thence continue along the last described course for 313.47 feet; thence 90 degrees 00 minutes 00 seconds left run Northerly for 120.00 feet; thence 90 degrees 0 minutes 0 seconds left run Westerly for 46.82 feet to a point of a curve to the left, having a central angle of 30 degrees 58 minutes 3 seconds, a Radius of 240.00 feet, and an arc length of 129.58 feet; thence 15 degrees 28 minutes 2 seconds left to chord run Southwesterly along said chord for 128.01 feet; thence 15 degrees 26 minutes 2 seconds left run Southwesterly for 167.03 feet to the point of beginning. Also a 60 foot easement, the centerline of which being more particularly described as follows: Begin at the intersection of the East R/W of Shelby County Highway 109 and a line 30 feet South parallel to the South line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 20 South, Range 1 East; thence run East and parallel to the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section 8.17 feet East of the West line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said section; thence 30 degrees 58 minutes 3 seconds left run Northeasterly for 275.45 feet; to a point of a curve to the right having a central angle of 30 degrees 56 minutes 3 seconds, a radius of 270.00 feet, and an arc length of 145.77 feet; thence 15 degrees 28 minutes 2 seconds right to chord run Northeasterly along said chord for 144.01 feet; thence 15 degrees 28 minutes 2 seconds right run Easterly for 48.82 feet; thence 89 degrees 37 minutes 18 seconds left run Northerly for 343.91 feet to the center of a 60 foot easement and the point of ending.

Also: A 60 foot easement for all tracts, the boundary of which being more particularly described as follows: Commence at the SW corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ Section 17, Township 20 South, Range 1 East; thence run Northerly along the West line thereof for 31.20 feet; thence 88 degrees 43 minutes 18 seconds right run Northeasterly for 240.58 feet; thence 71 degrees 55 minutes 39 seconds left run Northerly for 264.02 feet to the point of beginning; thence continue along the last described course for 60.94 feet; thence 78 degrees 58 minutes 48 seconds right run Northeasterly for 241.88 feet to a point of a curve to the right, having a central angle of 39 degrees 23 minutes 47 seconds, a radius of 672.43 feet, and an arc length of 482.36 feet; thence 19 degrees 41 minutes 53 seconds right to chord run Easterly along said chord for 453.31 feet; thence 19 degrees 41 minutes 53 seconds right run Southeasterly for 54.66 feet to a point of curve to the left, having a central angle of 56 degrees 37 minutes 19 seconds a radius of 145.00 feet, and an arc length of 143.29 feet; thence 28 degrees 18 minutes 39 seconds left to chord run Easterly along said chord for 137.53 feet; thence run Northeasterly for 203.99 feet to a point of a curve to the right, having a central angle of 40 degrees 14 minutes 34 seconds, a radius of 260.00 feet and an arc length of 182.61 feet; thence 20 degrees 7 minutes 16 seconds right to chord run Northeasterly along said chord for 178.88 feet; thence 20 degrees 19 minutes 12 seconds right run Easterly for 797.57 feet; thence 13 degrees 18 minutes 57 seconds left run Easterly for 245.79 feet; thence 19 degrees 15 minutes 34 seconds right run Southeasterly for 287.78 feet; thence 24 degrees 0 minutes 48 seconds left run Northeasterly for 148.48 feet; thence 10 degrees 54 minutes 57 seconds right run Easterly for 227.87 feet; thence 52 degrees 34 minutes 48 seconds left run Northeasterly for 165.51 feet; thence 106 degrees 21 minutes 52 seconds right run Southeasterly for 83.08 feet; thence 75 degrees 47 minutes 68 seconds right run Southwesterly for 177.39 feet; thence 52 degrees 24 minutes 57 seconds right run Westerly for 251.78 feet; thence 10 degrees 54 minutes 56 seconds left, run Southwesterly for 155.51 feet; thence 24 degrees 0 minutes 47 seconds right run Northwesterly for 290.36 feet; thence 19 degrees 15 minutes 34 seconds left run Westerly for 242.61 feet; thence 13 degrees 18 minutes 57 seconds right run Westerly for 804.57 feet to a point of a curve to the left, having a central angle of 40 degrees 10 minutes 56 seconds, a radius of 200.00 feet, and an arc length of 140.26 feet; thence 20 degrees 21 minutes 0 seconds left to chord run Southwesterly along said chord for 137.41 feet; thence 20 degrees 5 minutes 28 seconds left run Southwesterly for 203.99 feet to a point of a curve to the right, having a central angle of 58 degrees 37 minutes 19 seconds, a radius of 205.00 feet, and an arc length of 202.59 feet; thence 28 degrees 18 minutes 38 seconds right to chord run Westerly along chord for 191.44 feet; thence 28 degrees 18 minutes 39 seconds right run Northwesterly for 54.96 feet to a point of a curve to the left, having a central angle of 39 degrees 23 minutes 47 seconds a radius of 812.43 feet, and an arc length of 421.10 feet; thence 19 degrees 41 minutes 53 seconds left for chord run Westerly along said chord for 412.86 feet; thence 19 degrees 41 minutes 53 seconds left run Southwesterly for 252.52 feet to the point of beginning.

Also to be permanently attached as a fixture is the following manufactured home:

Year: 2006 Make: Cavalier Serial Number: BC06AL016254AB

Made part of this Mortgage and/or Deed is taxable solely as real estate and there are no outstanding personal property or motor vehicle taxes.


20100625000203570 15/15 \$108.50
Shelby Cnty Judge of Probate, AL
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