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[Space Above This Line For Recording Data]

MORTGAGE

Loan Number: 8000059914

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
together with all Riders to this document.

December 8, 2010

(B) "Borrower" is
SHAWN E WILLEY and JESSICA C WILLEY, Husband And Wife

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is
PNC Mortgage, a division of PNC Bank, National Association

Lender is a National Association
organized and existing under the laws of THE UNITED STATES

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

Form 3001 1/01

VMP® -6(AL) (0810)
Page 1 of 15

Initials: *SW JW*

VMP Mortgage Solutions, Inc.

DDS-ALV



D\$T0000ALV0010158000059914

Lender's address is 3232 Newmark Drive
Miamisburg, OH 45342

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Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated

December 8, 2010

The Note states that Borrower owes Lender

One Hundred Forty-Nine Thousand and 00/100

Dollars

(U.S. \$ 149,000.00

) plus interest. Borrower has promised to pay this debt in regular Periodic

Payments and to pay the debt in full not later than

January 1, 2026

(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]:

(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]

SEE ATTACHED LEGAL DESCRIPTION

Parcel ID Number: 23-2-03-2-004-005.000 which currently has the address of
103 MAYFAIR PARK [Street]
Maylene [City] , Alabama 35114-5457 [Zip Code]

("Property Address"):

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."

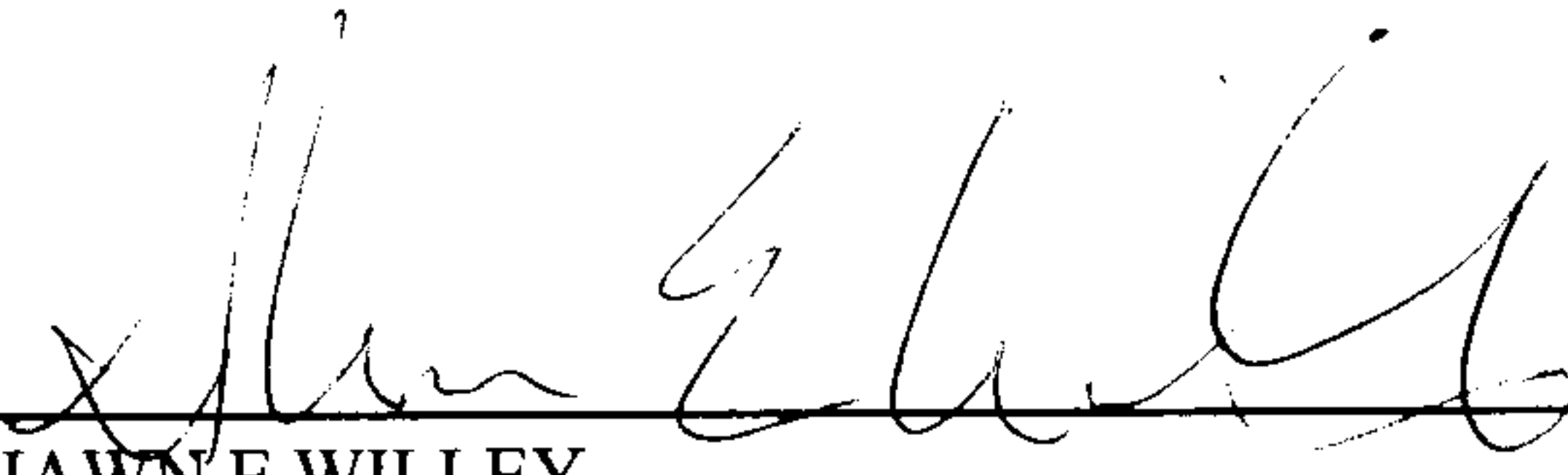
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands,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

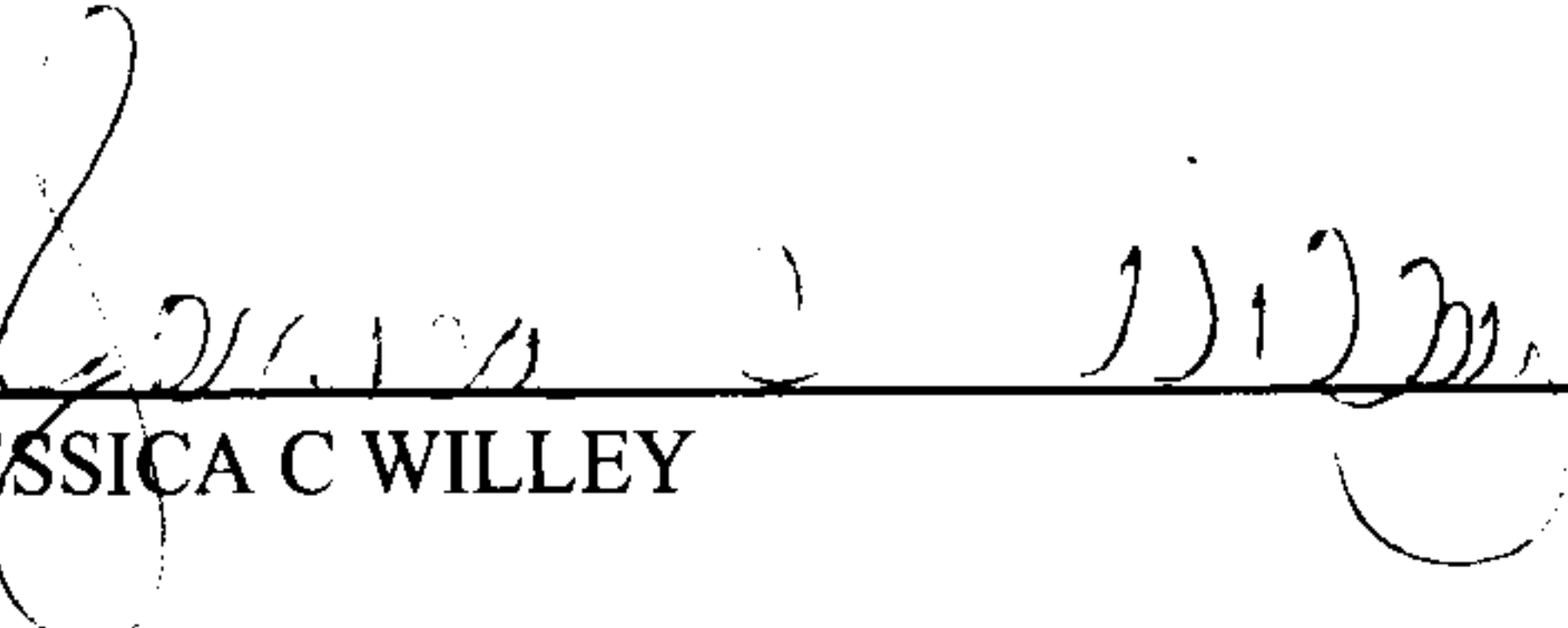
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

<

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

Witnesses:

 _____ (Seal)
SHAWN E WILLEY -Borrower

 _____ (Seal)
JESSICA C WILLEY -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower


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STATE OF ALABAMA,

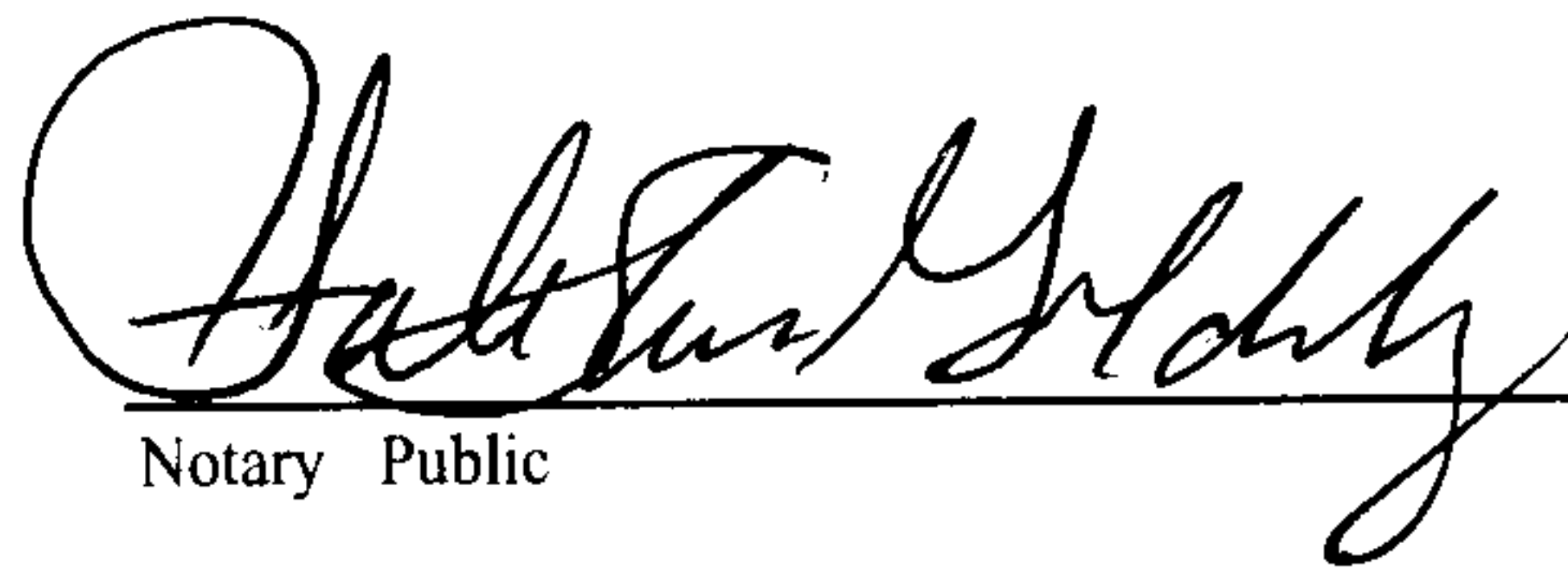
County ss: Shelby

On this 9th day of December, 2010, I, Falecia Sharron Goldsby
a Notary Public in and for said county and in said state, hereby certify that Shawn E. Willey and
Jessica C. Willey

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 9th day of December, 2010.

My Commission Expires: 6-7-14


Notary Public

Prepared By:
PNC Bank, NA
P. O. Box 8800
Dayton, OH 45401-8800

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

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DDS-ALV



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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP ® -7R (0811) Page 3 of 4 Initials: SC JE Form 3150 1/01
DDS-C07

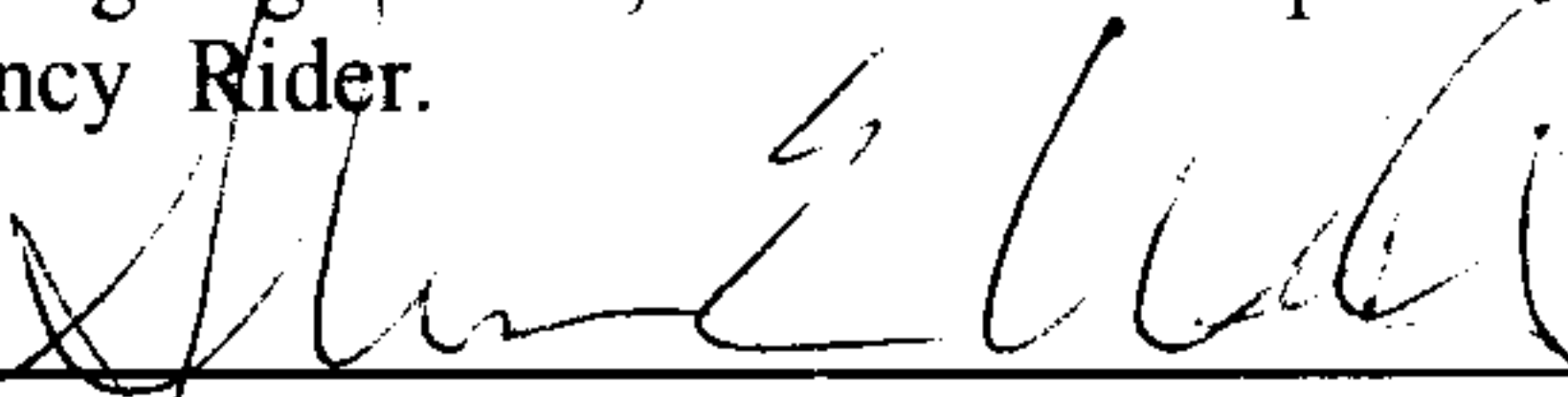


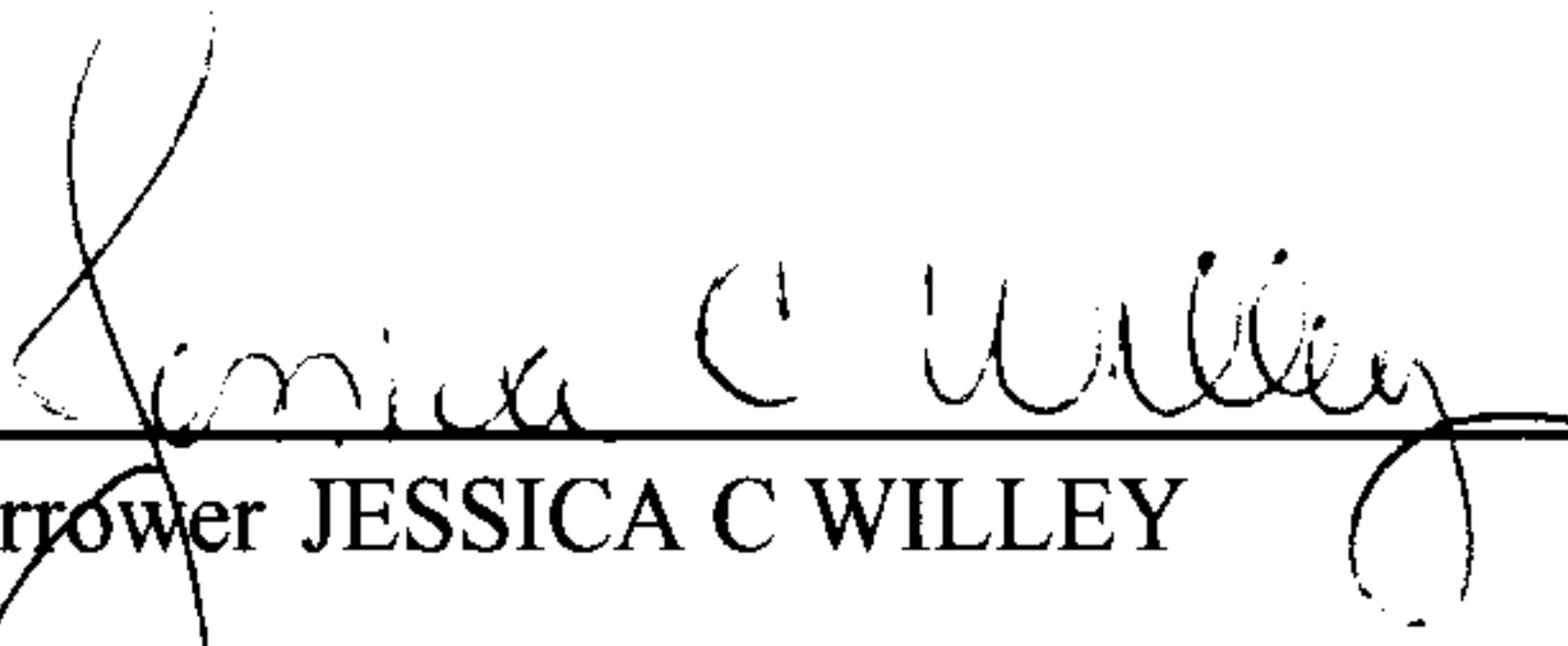
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By signing below, Borrower accepts and agrees to the terms and covenants contained in this Borrower Occupancy Rider.


Borrower SHAWN E WILLEY


Borrower JESSICA C WILLEY

Borrower

Borrower

OCCRIDER

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(04/05)



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