



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.

Borrower and Lender covenant and agree as follows:

That Whereas, **MICHAEL E. SMITH, an unmarried man** (hereinafter called "Borrower", whether one or more), is justly indebted to **REBECCA L. GUTHRIE, an unmarried woman**, (hereinafter called "Lender", whether one or more), in the sum of **One Hundred Twenty Thousand Eight Hundred Fifty-Three and no/100 Dollars (U.S. \$120,853.00)**, evidenced by Promissory Note of even date herewith and payable according to the terms of said Note.

And Whereas, Borrower agrees, in incurring said indebtedness that this mortgage (Security Instrument) should be given to secure the prompt payment thereof.

NOW, THEREFORE, in consideration of the premises, said Borrower, **MICHAEL E. SMITH**, and all others executing this Security Instrument, do hereby grant, bargain, sell and convey unto the Lender the following described real estate, situated in **Shelby County, State of Alabama**, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO.

The address of which is **208 Warwick Lane, Alabaster, AL 35007**.

This is a purchase money mortgage. The entire proceeds of the loan are being applied to the purchase price of the herein described real property being conveyed simultaneously herewith.

TO HAVE AND TO HOLD the above property unto the said Lender, Lender's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness and any other indebtedness due to Lender, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the



20130328000128240 2/7 \$211.35  
Shelby Cnty Judge of Probate, AL  
03/28/2013 09:33:47 AM FILED/CERT

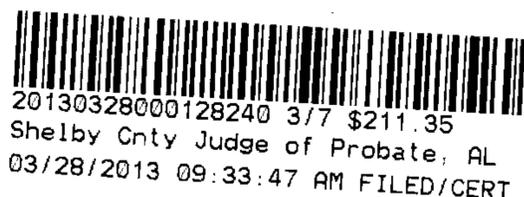
M.E.S.

said Lender may at Lender's option pay off the same; and to further secure said indebtedness. The above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Lender, with loss, if any, payable to said Lender, as Lender's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Lender; and if undersigned fails to keep said property insured as above specified, or fails to deliver said insurance policies to said Lender, then the said Lender, or assigns, may at Lender's option insure said property for said sum, for Lender's own benefit, the policy if collected, to be credited on said indebtedness, less costs of collecting same; all amount so expended by said Lender, for taxes, assessments or insurance, shall become a debt to said Lender or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Lender, or assigns, and be at once due and payable.

Upon condition, however, that if the said Borrower pays said indebtedness, and reimburses said Lender or assigns for any amounts Lender may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Lender or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Lender or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable.

Lender and Borrower further agree to an Acceleration in the event of default or breach of any covenant or agreement in this Security Instrument. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at her option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred, including, but not limited to, reasonable attorneys' fees and costs of the title evidence.

If Lender invokes the power of sale, Lender shall give a copy of the notice to Borrower by delivering it or by mailing it by first class mail unless applicable law requires use of another method. 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



ME &

at public auction at the front door of the County Courthouse of this County. Borrower shall deliver to the purchaser Lender's deed conveying the Property. Lender or their 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.

Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs.

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

IN WITNESS WHEREOF, the said Borrower herein has executed this Security Instrument on the 25 day of March, 2013.

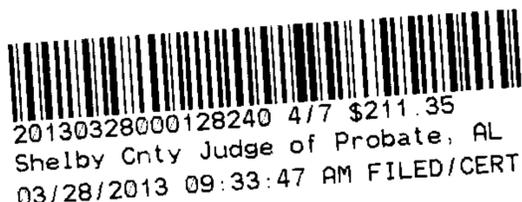
Michael E. Smith  
MICHAEL E. SMITH

STATE OF ALABAMA     )  
SHELBY COUNTY        )

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, hereby certify that **MICHAEL E. SMITH**, an unmarried man, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 25<sup>th</sup> day of March, 2013.

Elizabeth A. Reed  
NOTARY PUBLIC  
My Commission Expires: 6/25/2014



ME.S

EXHIBIT A

Lot 220, according to the Survey of Amended Map of Phase II, Weatherly Warwick Village, Sector 17, as recorded in Map Book 22, Page 67, in the Probate Office of Shelby County, Alabama.



20130328000128240 5/7 \$211.35  
Shelby Cnty Judge of Probate, AL  
03/28/2013 09:33:47 AM FILED/CERT

*MES*

**PLANNED UNIT DEVELOPMENT RIDER**

THIS PLANNED DEVELOPMENT RIDER is made this 28 day of March, 2013, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

**Rebecca L. Guthrie**

(The "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**208 Warwick Lane  
Alabaster, Alabama 35007**

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

**COVENANTS, CONDITIONS, AND RESTRICTIONS**

(The "Declaration"). The Property is a part of a planned unit development known as

**Weatherly Warwick Village**

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

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

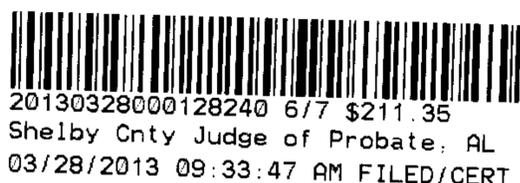
**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws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

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then; (i) Lender waives the provision for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

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

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall



be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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

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

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

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

Michael E. Smith (Seal)  
**Michael E. Smith**

  
20130328000128240 7/7 \$211.35  
Shelby Cnty Judge of Probate, AL  
03/28/2013 09:33:47 AM FILED/CERT