

Reli Settlement Solutions, LLC
3595 Grandview Parkway
Suite 600
Birmingham, Alabama 35243

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01/29/2016 02:56:54 PM
MORT 1/29

Return To:
RENASANT BANK

2001 PARK PLACE NORTH, SUITE 150
BIRMINGHAM, AL 35203

_____[Space Above This Line For Recording Data]_____

BHM1500551

REFINANCE MORTGAGE

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 JANUARY 28, 2016 , together with all Riders to this document.

(B) "Borrower" is
VIVienne M VON BAILLOU AND NICOLAUS F VON BAILLOU, WIFE AND HUSBAND

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is
RENASANT BANK, A MISSISSIPPI CORPORATION

Lender is a CORPORATION
organized and existing under the laws of THE STATE OF MISSISSIPPI
Lender's address is
2001 PARK PLACE NORTH, SUITE 150, BIRMINGHAM, AL 35203
Lender is the mortgagee under this Security Instrument.

3315100027

(D) "Note" means the promissory note signed by Borrower and dated **JANUARY 28, 2016**

The Note states that Borrower owes Lender

SIX HUNDRED SEVENTY FIVE THOUSAND & NO/100

Dollars (U.S. \$ **675,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **JANUARY 28, 2047**

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

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

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

☒ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	

(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** :

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

Parcel ID Number:

15-2-10-0-000-001.002

which currently has the address of

354 AUTUMN RIDGE ROAD
COLUMBIANA

[City] , Alabama 35051 [Street]
[Zip Code]

("Property Address"):

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.



VIVIENNE M VON BAILLOU (Seal)
-Borrower



NICOLAUS F VON BAILLOU (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF ALABAMA, SHELBY County ss:

On this 28TH day of JANUARY, 2016, I, DAVID W. LEWIS

a Notary Public in and for said county and in said state, hereby certify that

VIVIENNE M VON BAILLOU AND NICOLAUS F VON BAILLOU, WIFE AND HUSBAND

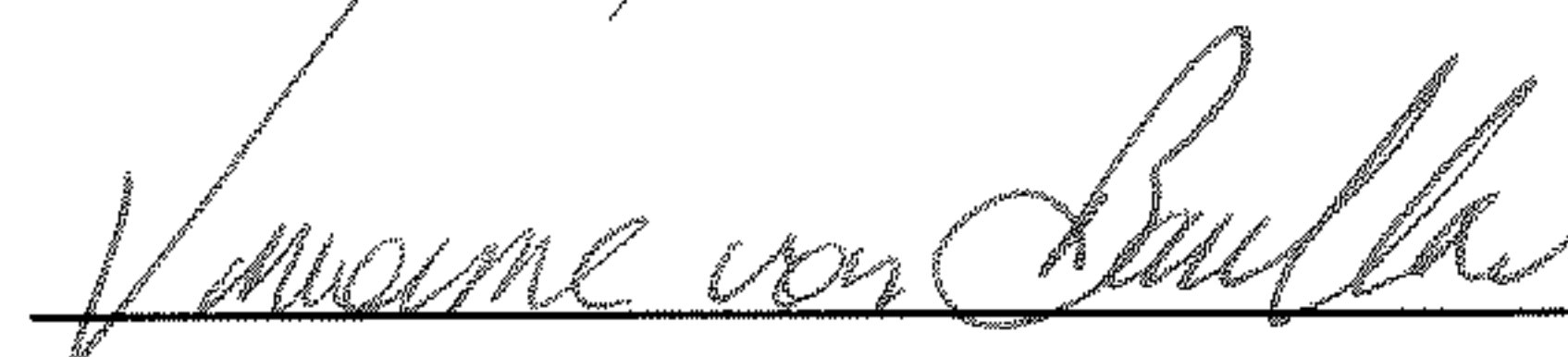
whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily and as his/her/their act on the day the same bears date.

Given under my hand and seal of office this 28TH day of JANUARY, 2016.

My Commission Expires: 3/25/17



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.



VIVIENNE M VON BAILLOU (Seal)
-Borrower



NICOLAUS F VON BAILLOU (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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MULTISTATE ADJUSTABLE RATE RID

F. CONTROLLING PROVISIONS

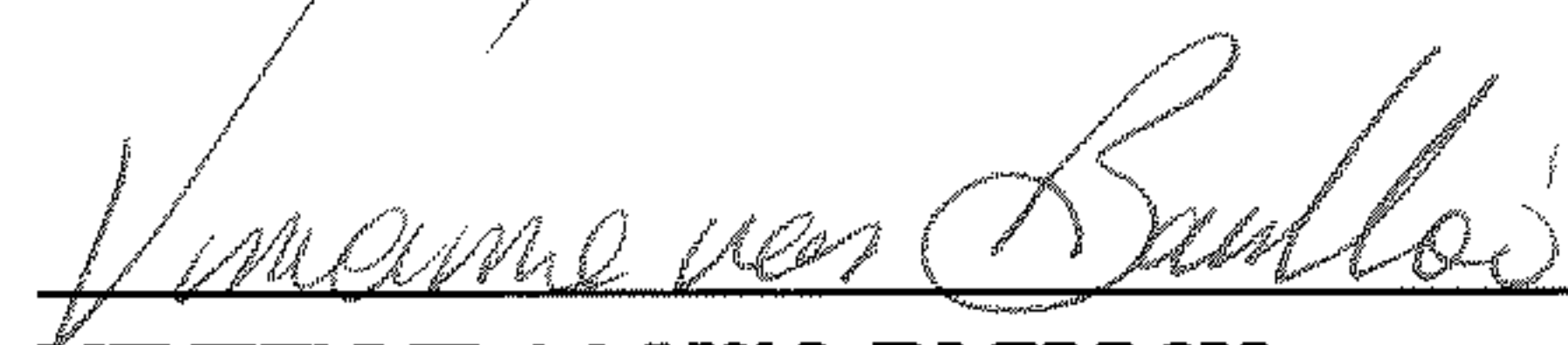
To the extent that the provisions of this Rider are inconsistent with the provisions of the Note and/or the Security Instrument, the provisions of this Rider shall prevail over and shall supersede any such inconsistent provisions of the Note and/or the Security Instrument during the Construction Period. All other provisions of the Note and/or the Security Instrument shall be unchanged and remain in full force and effect throughout the entire loan term, including the Construction Period.

Unless this Addendum is extended in writing by Lender, this Addendum shall be of no effect upon conversion and/or modification to permanent loan. At that time, the terms of the Note, Security Instrument and, if any, Modification Agreement shall control Borrower's rights and obligations with respect to Lender.

IN ANY EVENT, AFTER CONVERSION TO PERMANENT LOAN, ALL TERMS AND CONDITIONS OF THIS RIDER SHALL BE NULL AND VOID AT THE TIME THE LOAN EVIDENCED BY THE NOTE IS SOLD IN WHOLE OR IN PART, TO FANNIE MAE, FREDDIE MAC OR ANY OTHER SECONDARY MARKET PURCHASER.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Construction Rider to Security Instrument.



VIVIENNE M VON BAILLOU (Seal)
-Borrower



NICOLAUS F VON BAILLOU (Seal)
-Borrower

(Seal)
-Borrower

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