This instrument is being re-recorded to add. The Affidavit of Intent & Limited Power of Attorney.

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Return to: AMERICAN FINANCIAL RESOURCES, INC.

9 SYLVAN WAY

PARSIPPANY, NJ 07054

Shelby Cnty Judge of Probate, AL 04/24/2019 09:13:13 AM FILED/CERT

Data ID: 282

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JULIE K WAKEFIELD

MIN: 100336300022296666

FHA Case No. 011-9077214 703

# MORTGAGE

## **DEFINITIONS**

Loan No: 92336616

Borrower:

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

- (A) "Security Instrument" means this document, which is dated April 18, 2019, together with all Riders to this document.
- (B) "Borrower" is JULIE K WAKEFIELD, whose address is 3089 HIGHWAY 280, HARPERSVILLE, AL 35078. Borrower is the mortgagor under this Security Instrument.
- (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. 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.
- (D) "Lender" is AMERICAN FINANCIAL RESOURCES, INC.. Lender is, A CORPORATION organized and existing under the laws of the State of NEW JERSEY. Lender's address is 9 SYLVAN WAY, PARSIPPANY, NJ 07054.

ALABAMA FHA MORTGAGE

(Page 1 of 18 Pages) Published September 2014

(E) "Note" means the promissory note signed by Borrower and dated April 18, 2019. The Note states that Borrower owes Lender TWO HUNDRED THIRTEEN THOUSAND THREE HUNDRED TWENTY-THREE and NO/100-----Dollars (U.S. \$213,323.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1, 2049.

- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, late charges due under the Note, and all sums due under this Security Instrument, plus interest.

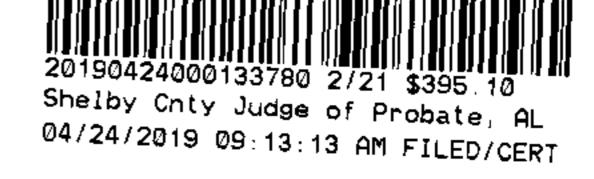
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following

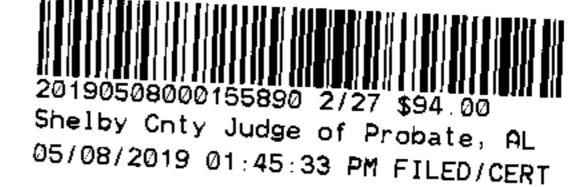
Rid	ers are to be executed by	Borro	wer [check box a	as applicable]:	:		
	Adjustable Rate Rider		Condominium F	Rider 🗌	Planned U	Init Development	Rider
	Other(s) [specify]						

- (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" means those items that are described in Section 3.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

#### ALABAMA FHA MORTGAGE

Published September 2014 (Page 2 of 18 Pages)





(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

- (Q) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.
- (R) "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 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 the County of SHELBY:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

The above-described real property includes a mobile/manufactured home HOUSTON; CLAYTON HOMES; NEW; 2019; 76X32 permanently affixed to said real estate.

**ALABAMA FHA MORTGAGE** 

Published September 2014 (Page 3 of 18 Pages)

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which currently has the address of 3089 HIGHWAY 280,

[Street]

HARPERSVILLE, ALABAMA [City and State]

35078 [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 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 and 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.

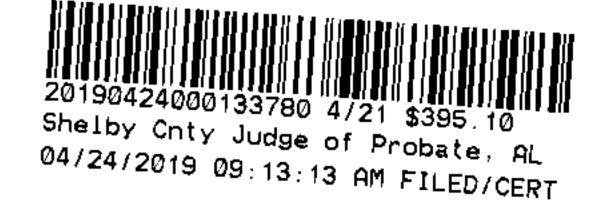
UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

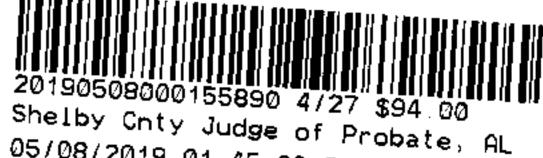
1. Payment of Principal, Interest, Escrow Items, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

ALABAMA FHA MORTGAGE

Published September 2014

(Page 4 of 18 Pages)





Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

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

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.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may

ALABAMA FHA MORTGAGE

Published September 2014 (Page 5 of 18 Pages)

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waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**ALABAMA FHA MORTGAGE** 

Published September 2014 (Page 6 of 18 Pages)

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4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured 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. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

**ALABAMA FHA MORTGAGE** 

Published September 2014 (Page 7 of 18 Pages)

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If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

ALABAMA FHA MORTGAGE

Published September 2014 (Page 8 of 18 Pages)

Shelby Cnty Judge of Probate, AL

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If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument 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 this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

If condemnation proceeds are paid in connection with the taking of the Property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**ALABAMA FHA MORTGAGE** 

Published September 2014 (Page 9 of 18 Pages)

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Shelby Cnty Judge of Probate, AL 05/08/2019 01:45:33 PM FILED/CERT

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

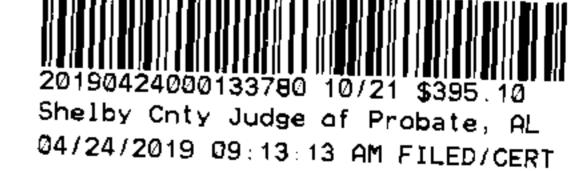
9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

ALABAMA FHA MORTGAGE

Published September 2014 (Page 10 of 18 Pages)



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10. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

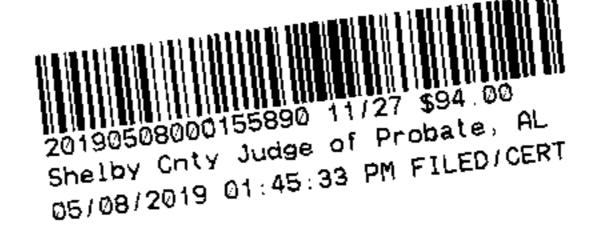
In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

ALABAMA FHA MORTGAGE

Published September 2014 (Page 11 of 18 Pages)

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Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

ALABAMA FHA MORTGAGE

Published September 2014 (Page 12 of 18 Pages)

20190424000133780 12/21 \$395.10 Shelby Cnty Judge of Probate, AL 04/24/2019 09:13:13 AM FILED/CERT

20190508000155890 12/27 \$94.00 Shelby Cnty Judge of Probate, AL

Data ID: 282 Loan No: 92336616

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are

expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute

a waiver of any right of action Borrower might have arising out of such overcharge.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

#### ALABAMA FHA MORTGAGE

Published September 2014 (Page 13 of 18 Pages)

Shelby Cnty Judge of Probate, AL

04/24/2019 09:13:13 AM FILED/CERT

Shelby Cnty Judge of Probate, AL

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

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate 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. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

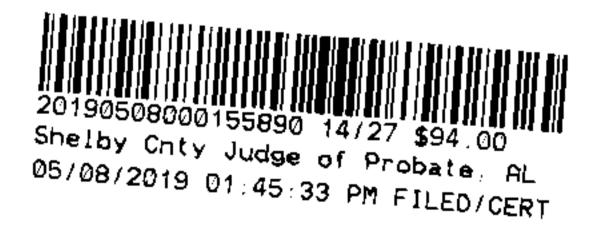
#### **ALABAMA FHA MORTGAGE**

Published September 2014 (Page

(Page 14 of 18 Pages)

Shelby Cnty Judge of Probate, AL

04/24/2019 09:13:13 AM FILED/CERT



19. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

20. Borrower Not Third-Party Beneficiary to Contract of Insurance. Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do

so by Applicable Law.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

#### **ALABAMA FHA MORTGAGE**

Published September 2014 (Page 1)

(Page 15 of 18 Pages)

Shelby Cnty Judge of Probate, AL

04/24/2019 09:13:13 AM FILED/CERT



Shelby Cnty Judge of Probate, AL 05/08/2019 01:45:33 PM FILED/CERT

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). 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 its 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 in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

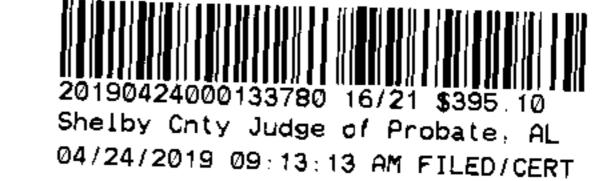
If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in Section 14. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in SHELBY County, Alabama, and thereupon shall sell the Property to the 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.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

ALABAMA FHA MORTGAGE

Published September 2014

(Page 16 of 18 Pages)



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24. Waivers. 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.

JLIE K WAKEFIELD —Borrower

**ALABAMA FHA MORTGAGE** 

Published September 2014 (Page 17 of 18 Pages)

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Data ID: 282 Loan No: 92336616

[Space Below This Line For Acknowledgment] State of ALABAMA County of SHELBY 7/50m, a Notary Public, hereby certify that JULIE K WAKEFIELD 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, she executed the same voluntarily on the day the same bears date. Given under my hand this 18-th day of Apri A.D. 20 [Seal] My commission expires: 09-22-2020 Prepared by: Michael L. Riddle AsurityDocs

717 N. Harwood, Suite 1600

Dallas, TX 75201

Loan Originator Organization: AMERICAN FINANCIAL RESOURCES, INC.

NMLSR ID: 2826

Individual Loan Originator: JOHN MARVIN

NMLSR ID: 204404

## **ALABAMA FHA MORTGAGE**

Published September 2014

(Page 18 of 18 Pages)



Shelby Cnty Judge of Probate, AL 04/24/2019 09:13:13 AM FILED/CERT



Shelby Cnty Judge of Probate, AL 05/08/2019 01:45:33 PM FILED/CERT

# **EXHIBIT "A"**

A parcel in the Northeast Quarter of the Northwest Quarter and part of the Southeast Quarter of the Northwest Quarter of Section 2, Township 20 South, Range 2 East in Shelby County, Alabama and being more particularly described as follows:

Commence at an existing concrete monument at the Northwest corner of said section and run North 87 degrees 11 minutes 40 seconds East along the North line of said section for 491.39 feet to an existing 1/2 inch rebar on the South right of way of U.S. Highway 280; thence South 55 degrees 05 minutes 50 seconds East along said South right of way 1860.13 feet to an existing concrete monument at the Point of Beginning; thence (leaving right of way) run South 34 degrees 43 minutes 50 seconds West for 419.97 feet to an existing 1/2 inch solid iron; thence South 55 degrees 18 minutes 10 seconds East for 210.05 feet to an existing 2 inch pipe; thence North 34 degrees 43 minutes 20 seconds East for 419.17 feet to an existing 1/2 inch rebar on the South right of way of U.S. Highway 280; thence North 55 degrees 05 minutes 05 seconds West along said right of way for 210.00 feet to the Point of Beginning.

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Julie K. Wakefield

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File No.: S-19-25294

AL Exhibit A Legal Description Buyer Signs

Borrower: JULIE K WAKEFIELD

## ADDENDUM TO MORTGAGE

1. This Addendum to Mortgage (this "Addendum") amends that certain Mortgage, including any riders thereto, dated the date hereof, granted by the undersigned (the "Borrower") for the benefit of AMERICAN FINANCIAL RESOURCES, INC. (the "Lender"), (the "Mortgage"), covering the property described in the Mortgage (the "Property"). This Addendum is not intended to be and is not a novation of the Mortgage or a separate mortgage. The Mortgage and this Addendum are hereinafter collectively referred to as the "Amended Mortgage."

- The Borrower wants to amend the Mortgage to provide that the Mortgage is a mortgage to secure present obligations and obligations that may arise in the future. Therefore, the Borrower does hereby declare that, notwithstanding anything to the contrary in the Mortgage or otherwise, and as permitted by Applicable Law, the Mortgage shall secure the following (collectively, the "Secured Obligations"): any and all present and future loans, loan advances, extensions of credit, liabilities, and obligations of every nature and kind that the Borrower may now or in the future owe to or incur in favor of the Lender, whether such loans, advances, extensions of credit, liabilities, and obligations are direct or indirect, absolute or contingent, voluntary or involuntary, determined or undetermined, liquidated or unliquidated, due or to become due, or secured or unsecured, in principal, interest, costs, expenses, attorneys' fees, and other fees and charges, including, without limitation, all present and future loans, loan advances, extensions of credit, liabilities, and obligations owed to the Lender by the Borrower under (a) that certain Loan Agreement dated the date hereof between the Borrower and the Lender (the "Loan Agreement"), (b) that certain promissory note dated the date hereof, made by the Borrower, payable to the order of the Lender, as more fully described in the Mortgage (the "Note"), and as amended by that certain Allonge dated the date hereof executed by the Borrower (the "Allonge") (the Note as amended by the Allonge being hereinafter referred to as the "Amended Note"), and (c) the Amended Mortgage. The maximum amount of the Secured Obligations secured by the Amended Mortgage is limited to two times the principal amount of the Note. Anything in the Amended Mortgage to the contrary notwithstanding, any Secured Obligations entered into before or after the date hereof primarily for personal, family, or household purposes will not be secured by the Amended Mortgage unless and until the Lender complies with the applicable disclosure, notice of right of rescission, and other requirements of Consumer Financial Protection Bureau Regulation Z.
  - 3. This is a "Construction Mortgage" within the meaning of Code of Ala. § 7-9A-334(h).
- 4. The Borrower does hereby irrevocably grant and convey the Property to secure the Secured Obligations.
- 5. Section 6 of the Mortgage is hereby amended to provide that the Borrower shall occupy, establish, and use the Property as the Borrower's principal residence upon the completion of the construction of the residence to be constructed on the Property rather than within sixty days after the execution of the Mortgage. The Mortgage is hereby further amended to provide that a default on any Secured Obligation shall constitute a default under the Mortgage, and in the event of such a default, the Lender shall be entitled, at the Lender's option, (a) to accelerate the Amended Note, and demand immediate payment thereof, (b) to exercise any and all remedies granted to the Lender in the Loan Agreement, the Amended Mortgage, the Amended Note, or any other document or instrument evidencing or securing any of the Secured Obligations, and (c) to exercise any other remedy provided to the Lender by applicable law or in equity.

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(Page 1 of 2 Pages)

6. This Addendum shall terminate upon the occurrence of the Permanent Loan Date, satisfaction of all requirements in Section 3 of the Allonge, and the payment to the Lender of all amounts due under Sections 2 and 4 of the Allonge. Notwithstanding the foregoing sentence or any other provision of this Addendum, if at any time the Note is sold by the Lender in the secondary market to the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, this Addendum shall terminate upon the consummation of the sale.

- 7. The following provisions shall apply to this Addendum:
- (a) In the event of a conflict between the provisions of the Mortgage and this Addendum, the provisions of this Addendum shall control.
- (b) The invalidity or unenforceability of any provision of the Mortgage, as amended by this Addendum shall not render any other provision of the Mortgage, as amended by this Addendum invalid or unenforceable.
- (c) Each person signing this Addendum shall be jointly and severally liable to the Lender on the Borrower's obligations under this Addendum.
- (d) All rights and remedies granted to the Lender under the Mortgage, as amended by this Addendum shall be in addition to, and not in lieu of, all other rights and remedies the Lender has in connection with the Secured Obligations.
- (e) Except as amended or supplemented by this Addendum, the Mortgage shall remain in full force and effect.
- (f) Capitalized terms are defined as set forth in the Loan Agreement unless otherwise set forth herein.

Date: 4-18-19

FIELD #Borrower

20190424000133780 21/21 \$395.10 Shelby Cnty Judge of Probate, AL 04/24/2019 09:13:13 AM FILED/CERT

Prepared by: Michael L. Riddle

AsurityDocs

717 N. Harwood, Suite 1600

Dallas, TX 75201

Recording Requested By and Return To: AMERICAN FINANCIAL RESOURCES, INC 9 SYLVAN WAY

PARSIPPANY, NJ 07054

Source of Title: Deed Book 🐣 \_\_\_\_, Page \_\_\_

X 20190424 000 133770

Loan No: 92336616 Borrower: JULIE K WAKEFIELD

Shelby Cnty Judge of Probate, AL 04/24/2019 09:13:14 AM FILED/CERT

Data ID: 282

## AFFIDAVIT OF INTENT

The undersigned, having been duly sworn, according to law, upon oath deposes and says:

- JULIE K WAKEFIELD, IS the homeowner(s) and one or more of the homeowners is a borrower (the "Homeowner") named in the documents evidencing and securing Loan No: 92336616 in the amount of \$213,323.00 (the "Loan").
- The mailing address for Homeowner is 1128 COUNTY ROAD 2, MONTEVALLO, AL 35115.
- The lender for the Loan is AMERICAN FINANCIAL RESOURCES, INC. (the "Lender") and the Lender's mailing address is 9 SYLVAN WAY, PARSIPPANY, NJ 07054.
- Ramona Whitt the of Lender and makes the affidavit in such capacity and Set Un Manager on behalf of Lender.
- Homeowner and Lender intend for the collateral described below to become permanently affixed to the real property securing the Loan. The collateral is identified as: HOUSTON; CLAYTON HOMES; NEW; 2019; 76X32 (the "Collateral").
- The Collateral is or will be assessed as realty in the ad valorem tax records. 6.
- The Collateral is permanently affixed to the real property described below (the "Real Property"): SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

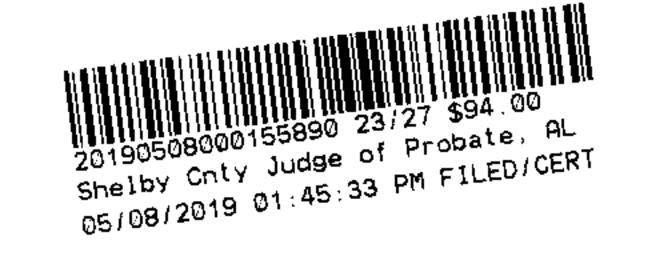
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Shelby Cnty Judge of Probate, AL 05/08/2019 01:45:33 PM FILED/CERT

Loan	No:	92336616			Tues	L44 7 ~ 404	Data	ID: 282
8.	The	most currently recorded the			tv is found in	telby		Page County,
9.	The	record owner of the Rea	al Property is:					
10.	This	s Affidavit of Intent is to	be filed in SF	HELBY Co	ounty, ALAB	AMA.		
			( B <sub>3</sub>	y:	FINANCIA	7		iC.
			lts	s: Kamor	na Whitt Set	Up Manage	Nama	and Title)
STAT	worn	CKNOWLEDGMENT  to and subscribed before  FNEW JERSEY	_	ned notary	public on th	e date indica	ted belo	W.
COU	NTY	OF MORRIS	§ §					
as Jersey me or	Set Corn this uthor	ALONA A. REYE hereby certify that Full Up Manager poration, is signed to the factorial that, being informed ity, executed the same voices under my hand this	Ramona White of AM foregoing instruction of the content of the content for a	MERICAN rument, and of the and as the	instrument, hact of said en	RESOURCE vn to me, acke e/she, as such	wh ES, INC nowledgh officer	ose name C., A New sed before
	GIV	en under my nand this	day	1 01 <u>00 pr</u>	ALONA A	ry/		ary Public
				Му со	mmission exp	oires: <u>JULY</u>	`	ed Name) 2

ALONA A. REYES
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50063869
My Commission Expires 7/12/2022





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(Page 2 of 3 Pages)

JULIE K WAKEFIELD Borrower (Seal)

## JURAT/ACKNOWLEDGMENT

Sworn to and subscribed before the undersigned notary public on the date indicated below.

STATE OF ALABAMA COUNTY OF SHELBY

MICHAEL T. AX

8

I, Mike T. Atch 150n, a Notary Public, hereby certify that

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, she executed the same voluntarily on the day the same bears date.

Given under my hand this

day of

STATE ATTIME

[Seal]

Notary Public

My commission expires: 09-22-20

(Page 3 of 3 Pages)

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20190508000155890 24/27 \$94.00 Shelby Cnty Judge of Probate, AL

# **EXHIBIT "A"**

A parcel in the Northeast Quarter of the Northwest Quarter and part of the Southeast Quarter of the Northwest Quarter of Section 2, Township 20 South, Range 2 East in Shelby County, Alabama and being more particularly described as follows:

Commence at an existing concrete monument at the Northwest corner of said section and run North 87 degrees 11 minutes 40 seconds East along the North line of said section for 491.39 feet to an existing 1/2 inch rebar on the South right of way of U.S. Highway 280; thence South 55 degrees 05 minutes 50 seconds East along said South right of way 1860.13 feet to an existing concrete monument at the Point of Beginning; thence (leaving right of way) run South 34 degrees 43 minutes 50 seconds West for 419.97 feet to an existing 1/2 inch solid iron; thence South 55 degrees 18 minutes 10 seconds East for 210.05 feet to an existing 2 inch pipe; thence North 34 degrees 43 minutes 20 seconds East for 419.17 feet to an existing 1/2 inch rebar on the South right of way of U.S. Highway 280; thence North 55 degrees 05 minutes 05 seconds West along said right of way for 210.00 feet to the Point of Beginning.

Julie K. Wakefield

20190424000133790 4/4 \$24.00 Shelby Cnty Judge of Probate, AL 04/24/2019 09:13:14 RM FILED/CERT

20190508000155890 25/27 \$94.00 20190508000155890 25/27 \$94.00 Shelby Cnty Judge of Probate: AL 05/08/2019 01:45:33 PM FILED/CERT

File No.: S-19-25294

AL Exhibit A Legal Description Buyer Signs

Prepared by: Michael L. Riddle

AsurityDocs

717 N. Harwood, Suite 1600

Dallas, TX 75201

Recording Requested By and Return To: AMERICAN FINANCIAL RESOURCES, INC 9 SYLVAN WAY

PARSIPPANY, NJ 07054

Source of Title: Deed Book \_\_\_\_\_, Page \_\_\_\_\_

Loan No: 92336616 × 201904 34000 133170

Borrower: JULIE K WAKEFIELD

### LIMITED POWER OF ATTORNEY

On the Date below, the undersigned Borrower, for and in consideration of the approval, closing and funding of Borrower's mortgage loan, hereby grant AMERICAN FINANCIAL RESOURCES, INC. ("Lender"), Limited Power of Attorney to perform any and all actions necessary to effect the conversion of mobile/manufactured home with HOUSTON; CLAYTON HOMES; NEW; 2019; 76X32 from personal property to the real property described as:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

In the event, this Limited Power of Attorney is exercised, the Borrower will be notified and receive a copy of the document executed or initialed on Borrower's behalf.

THIS LIMITED POWER OF ATTORNEY MAY ONLY BE USED IN CONNECTION WITH THE CONVERSION OF THE MOBILE/MANUFACTURED HOME FROM PERSONAL PROPERTY TO REAL PROPERTY.

This Limited Power of Attorney is irrevocable and shall automatically terminate once the Lender is assured that the mobile/manufactured home is converted from personal property to real property. This Limited Power of Attorney shall not be affected by the Borrower's subsequent incapacity, disability, or incompetence.

20190508000155890 26/27 \$94.00 20190508000155890 26/27 \$94.00 Shelby Cnty Judge of Probate, AL 05/08/2019 01:45:33 PM FILED/CERT

(Page 1 of 2 Pages)

Data ID: 282

Loan No: 92336616 IN WITNESS WHEREOF, the undersigned have executed this Limited Power of Attorney as of this date. Date: 4/18/2019 STATE OF ALABAMA COUNTY OF SHELBY Mite T. Atch 150n \_\_\_\_, a Notary Public, hereby certify that JULIE K WAKEFIELD 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, she executed the same voluntarily on the day the same bears date. Given under my hand this 1811 day of 1001 [Seal] Notary Public My commission expires: 09-22-2020 (Page 2 of 2 Pages)



Shelby Cnty Judge of Probate, AL 05/08/2019 01:45:33 PM FILED/CERT