

This document prepared by:
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CMG Mortgage, Inc. dba
CMG Home Loans
3160 Crow Canyon Road,
Suite 400
San Ramon, CA 94583

After Recording Return To:
CMG Mortgage, Inc. dba
CMG Home Loans
ATTN: Collateral Dept.
3160 Crow Canyon Road,
Suite 400
San Ramon, CA 94583
(800) 501-2001

[Space Above This Line For Recording Data]

PURCHASE MONEY MORTGAGE

Parmley
Loan #: **RSC0000002458**
MIN: **100072450008154278**
MERS Phone: **1-888-679-6377**
PIN: **28-6-23-0-000-126.000**

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) "Borrower" is **Amanda Parmley and Larry Parmley, Wife and Husband as Joint Tenants with Right of Survivorship.**, currently residing at **1148 Pine Valley Dr, Calera, AL 35040 US**. Borrower is the mortgagor under this Security Instrument.

(B) "Lender" is **CMG Mortgage, Inc. dba CMG Home Loans**. Lender is a **Corporation** organized and existing under the laws of **California**. Lender's address is **3160 Crow Canyon Road, Suite 400, San Ramon, CA 94583**. The term "Lender" includes any successors and assigns of Lender.

(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.

Documents

ALABAMA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
☒ 25279.6

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(D) "Note" means the promissory note dated **October 23, 2023**, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender **Two Hundred Thirty Thousand Eight Hundred Fifty And 00/100 Dollars (U.S. \$230,850.00)** plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than **November 1, 2053**.

(E) "Riders" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider
☐ 1-4 Family Rider
☐ Second Home Rider

☐ Condominium Rider
☒ Planned Unit Development Rider

☐ Other(s) [specify] _____

(F) "Security Instrument" means this document, which is dated **October 23, 2023**, together with all Riders to this document.

Additional Definitions

(G) "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.

(H) "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.

(I) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).

(J) "Electronic Fund 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

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(M) **"Escrow Items"** means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.

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

(O) **"Loan Servicer"** means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.

(P) **"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.

(Q) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or Default on, the Loan.

(R) **"Partial Payment"** means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

(S) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3.

(T) **"Property"** means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."

(U) **"Rents"** means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.

(V) **"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 may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RES

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: 2023278

Lot 76, according to the plat of Old Ivy Subdivision, Phase II, being a resurvey of portions of Lots 22-32 Tract Fifty One Subdivision, Parcel "B" in Map Book 11, Page 28, as recorded in Map Book 36, Page 6-A and Instrument No. 20051027000561200, in the Office of the Judge of Probate of Shelby County, Alabama.

