

After Recording Return To:
GUARANTEED RATE, INC.
ATTN: FINAL DOCS
3940 N. RAVENSWOOD AVE
SUITE 2W
CHICAGO, IL 60613

[Space Above This Line For Recording Data]

PURCHASE MONEY MORTGAGE

OBRIEN
Loan #: 265505737
Serv. #: 1504938364
MIN: 100196399050060860
MERS Phone: 1-888-679-6377
PIN: 11-7-35-008-045.000

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) "Obligor" is PATRICK L OBRIEN AND JUDI HAKIM, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, currently residing at 402 RUNNING BROOK ROAD, HOOVER, AL 35226 US. Obligor is the mortgagor under this Security Instrument.

(B) "Financier" is GUARANTEED RATE, INC.. Financier is a CORPORATION organized and existing under the laws of DELAWARE. Financier's address is 3940 N. RAVENSWOOD AVE., CHICAGO, IL 60613. The term "Financier" includes any successors and assigns of Financier.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Financier and Financier'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.



1504938364

265505737

Documents

(D) "Installment Sales Contract" means the Installment Sales Contract dated **FEBRUARY 20, 2026**, and signed by each Obligor who is legally obligated for the debt under that Installment Sales Contract, that is in either (i) paper form, using Obligor's written pen and ink signature, or (ii) electronic form, using Obligor's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Installment Sales Contract evidences the legal obligation of each Obligor who signed the Installment Sales Contract to pay Financier **THREE HUNDRED FOUR THOUSAND AND 00/100 Dollars (U.S. \$304,000.00)** plus Profit. Each Obligor who signed the Installment Sales Contract has promised to pay this debt in regular monthly payments and to pay the debt in full not later than **MARCH 1, 2056**.

(E) "Riders" means all Riders to this Security Instrument that are signed by Obligor. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Obligor [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 **FEBRUARY 20, 2026**, together with all Riders to this document.

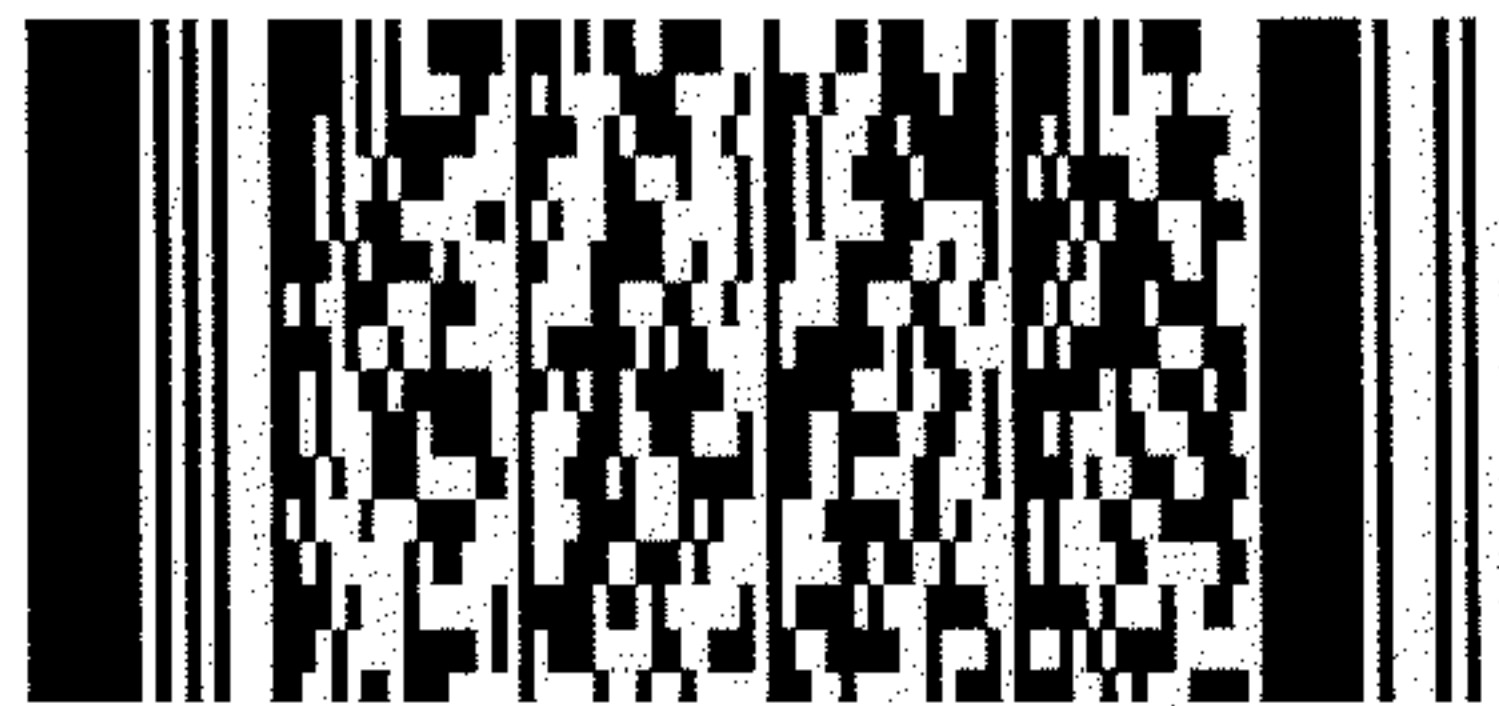
Additional Definitions

(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 Obligor 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 Financier provided by Obligor or any persons or entities acting at Obligor's direction or with Obligor's knowledge or consent, or failure to provide Financier with material information in connection with the Installment Sale Contract, 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, 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 or other electronic device capable of communicating with such



1504938364

265505737

financial institution, wire transfers, and automated clearinghouse transfers.

(K) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(L) "E-SIGN" means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(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 Financier under Section 5; (iv) Mortgage Insurance premiums, if any, or any sums payable by Obligor to Financier 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 Financier requires that they be escrowed beginning at Obligation closing or at any time during the Obligation term.

(N) "Obligation" means the debt obligation evidenced by the Installment Sales Contract, plus Profit, any prepayment charges, costs, expenses, and late charges due under the Installment Sales Contract, and all sums due under this Security Instrument, plus Profit.

(O) "Servicer" means the entity that has the contractual right to receive Obligor's Periodic Payments and any other payments made by Obligor, and administers the Obligation on behalf of Financier. Servicer does not include a sub-servicer, which is an entity that may service the Obligation on behalf of the 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 Financier against the nonpayment of, or Default on, the Obligation.

(R) "Partial Payment" means any payment by Obligor, other than a voluntary prepayment permitted under the Installment Sales Contract, which is less than a full outstanding Periodic Payment.

(S) "Periodic Payment" means the regularly scheduled amount due for (i) Original Purchase Price and Profit under the Installment Sales Contract, 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 Obligor in connection with the lease, use, and/or occupancy of the Property by a party other than Obligor.

(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 Obligation does not qualify as a "federally related mortgage loan" under RESPA.

(W) "Successor in Interest of Obligor" means any party that has taken title to the Property, whether or not



1504938364

265505737

that party has assumed Obligor's obligations under the Installment Sales Contract and/or this Security Instrument.

(X) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Financier (i) the repayment of the Obligation, and all renewals, extensions, and modifications of the Installment Sales Contract, and (ii) the performance of Obligor's covenants and agreements under this Security Instrument and the Installment Sales Contract. For this purpose, Obligor mortgages, grants, and conveys to MERS (solely as nominee for Financier and Financier'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 AS EXHIBIT "A" .

which currently has the address of 214 BEAVER CREST CIR, PELHAM, Alabama 35124 ("Property Address");

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property." Obligor understands and agrees that MERS holds only legal title to the interests granted by Obligor in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Financier and Financier'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 Financier including, but not limited to, releasing and canceling this Security Instrument.

OBLIGOR REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Obligor lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Obligor has the right to mortgage, grant, and convey the Property or Obligor's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Obligor warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Installment Sale Contract closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific Alabama state requirements to constitute a uniform security instrument covering real property.



1504938364

265505737

MODIFIED UNIFORM COVENANTS. Obligor and Financier covenant and agree as follows:

1. Payment of Original Purchase Price, Profit, Escrow Items, Prepayment Charges, and Late Charges. Obligor will pay each Periodic Payment when due. Obligor will also pay any prepayment charges and late charges due under the Installment Sales Contract, and any other amounts due under this Security Instrument. Payments due under the Installment Sales Contract and this Security Instrument must be made in U.S. currency. If any check or other instrument received by Financier as payment under the Installment Sales Contract or this Security Instrument is returned to Financier unpaid, Financier may require that any or all subsequent payments due under the Installment Sales Contract and this Security Instrument be made in one or more of the following forms, as selected by Financier: (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 U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund Transfer.

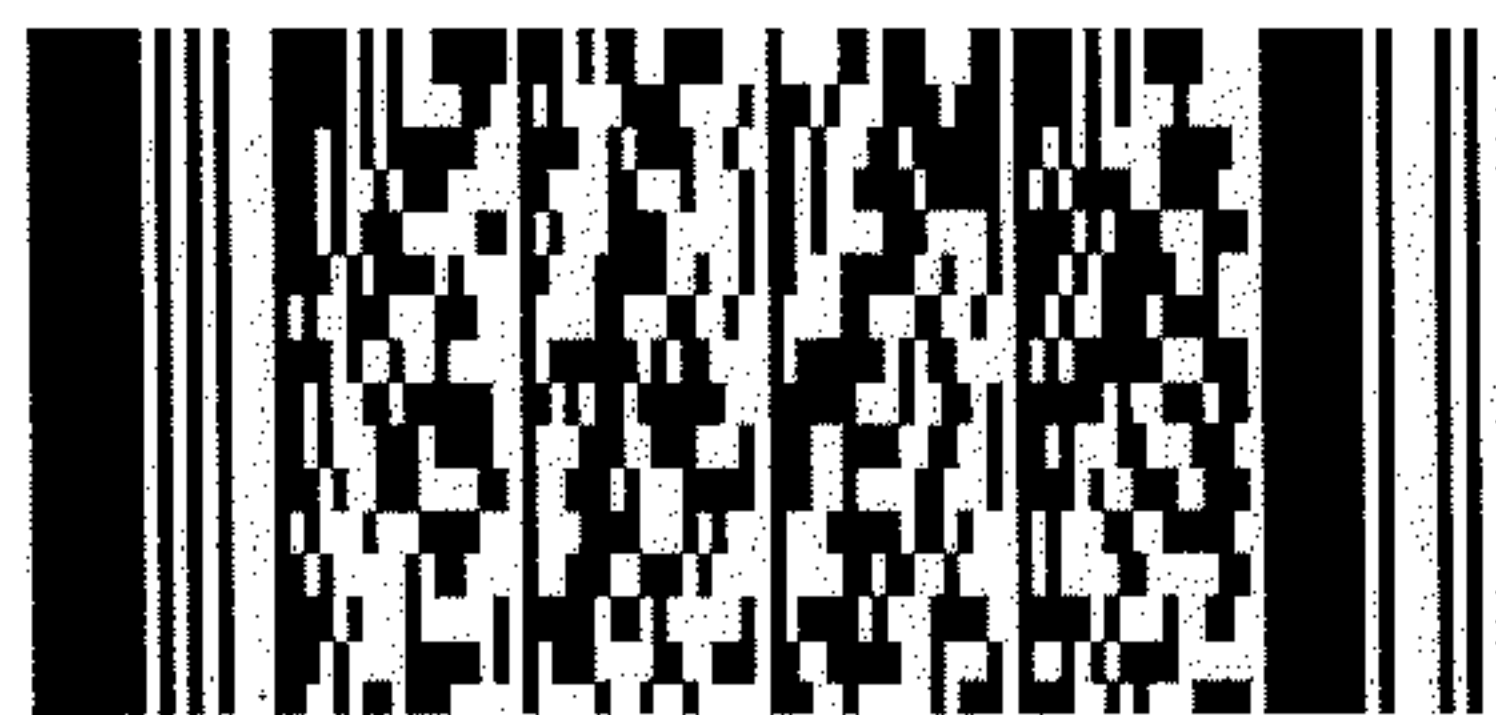
Payments are deemed received by Financier when received at the location designated in the Installment Sales Contract or at such other location as may be designated by Financier in accordance with the notice provisions in Section 16. Financier may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Obligor may have now or in the future against Financier will not relieve Obligor from making the full amount of all payments due under the Installment Sales Contract and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Acceptance and Application of Payments or Proceeds.

(a) Acceptance and Application of Partial Payments. Financier may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Financier is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay Profit on such unapplied funds. Financier may hold such unapplied funds until Obligor makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Obligation. If Obligor does not make such a payment within a reasonable period of time, Financier will either apply such funds in accordance with this Section 2 or return them to Obligor. If not applied earlier, Partial Payments will be credited against the total amount due under the Obligation in calculating the amount due in connection with any foreclosure proceeding, payoff request, Installment Sale Contract modification, or reinstatement. Financier may accept any payment insufficient to bring the Obligation current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

(b) Order of Application of Partial Payments and Periodic Payments. Except as otherwise described in this Section 2, if Financier applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to Profit and then to Original Purchase Price due under the Installment Sales Contract, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Installment Sales Contract and this Security Instrument are paid in full, any remaining payment amount may be applied, in Financier's sole discretion, to a future Periodic Payment or to reduce the Original Purchase Price balance of the Installment Sales Contract.



1504938364

265505737

If Financier receives a payment from Obligor in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Financier will apply such payments in accordance with Applicable Law.

(c) Voluntary Prepayments. Voluntary prepayments will be applied as described in the Installment Sales Contract.

(d) No Change to Payment Schedule. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to Original Purchase Price due under the Installment Sales Contract will not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items.

(a) Escrow Requirement; Escrow Items. Obligor must pay to Financier on the day Periodic Payments are due under the Installment Sales Contract, until the Installment Sales Contract is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Obligation. Obligor must promptly furnish to Financier all notices or invoices of amounts to be paid under this Section 3.

(b) Payment of Funds; Waiver. Obligor must pay Financier the Funds for Escrow Items unless Financier waives this obligation in writing. Financier may waive this obligation for any Escrow Item at any time. In the event of such waiver, Obligor must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Financier has waived the requirement to pay Financier the Funds for any or all Escrow Items, Financier may require Obligor to provide proof of direct payment of those items within such time period as Financier may require. Obligor's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Obligor under this Security Instrument. If Obligor is obligated to pay Escrow Items directly pursuant to a waiver, and Obligor fails to pay timely the amount due for an Escrow Item, Financier may exercise its rights under Section 9 to pay such amount and Obligor will be obligated to repay to Financier any such amount in accordance with Section 9.

Financier may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Obligor must pay to Financier all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) Amount of Funds; Application of Funds. Financier may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a Financier can require under RESPA. Financier will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity (including Financier, if Financier is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Financier will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Financier may not charge Obligor for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Financier pays Obligor Profit on the Funds and Applicable Law permits Financier to make such a charge. Unless Financier and Obligor agree in writing or Applicable Law requires Profit to be paid on the Funds, Financier will not be required to pay Obligor any Profit or earnings on the Funds. Financier will give to Obligor, without charge, an annual accounting of the Funds as required by RESPA.

(d) Surplus; Shortage and Deficiency of Funds. In accordance with RESPA, if there is a surplus



1504938364

265505737

of Funds held in escrow, Financier will account to Obligor for such surplus. If Obligor's Periodic Payment is delinquent by more than 30 days, Financier may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Financier will notify Obligor and Obligor will pay to Financier the amount necessary to make up the shortage or deficiency in accordance with RESPA.

Upon payment in full of all sums secured by this Security Instrument, Financier will promptly refund to Obligor any Funds held by Financier.

4. Charges; Liens. Obligor must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Obligor will pay them in the manner provided in Section 3.

Obligor must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Obligor: (aa) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Financier, but only so long as Obligor is performing under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Financier determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Financier that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Financier determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Obligor has not taken any of the Required Actions in regard to such lien, Financier may give Obligor a notice identifying the lien. Within 10 days after the date on which that notice is given, Obligor must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) Insurance Requirement; Coverages. Obligor must keep the improvements now existing or subsequently 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, winds, and floods, for which Financier requires insurance. Obligor must maintain the types of insurance Financier requires in the amounts (including deductible levels) and for the periods that Financier requires. What Financier requires pursuant to the preceding sentences can change during the term of the Obligation, and may exceed any minimum coverage required by Applicable Law. Obligor may choose the insurance carrier providing the insurance, subject to Financier's right to disapprove Obligor's choice, which right will not be exercised unreasonably.

(b) Failure to Maintain Insurance. If Financier has a reasonable basis to believe that Obligor has failed to maintain any of the required insurance coverages described above, Financier may obtain insurance coverage, at Financier's option and at Obligor's expense. Unless required by Applicable Law, Financier is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Obligor. Financier is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Financier will notify Obligor if required to do so under Applicable Law. Any such coverage will insure Financier, but might not protect Obligor, Obligor'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, but not exceeding the



1504938364

265505737

coverage required under Section 5(a). Obligor acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Obligor could have obtained. Any amounts disbursed by Financier for costs associated with reinstating Obligor's insurance policy or with placing new insurance under this Section 5 will become additional debt of Obligor secured by this Security Instrument and will be payable upon notice from Financier to Obligor requesting payment. These amounts will not bear interest.

(c) Insurance Policies. All insurance policies required by Financier and renewals of such policies: (i) will be subject to Financier's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Financier as mortgagee and/or as an additional loss payee. Financier will have the right to hold the policies and renewal certificates. If Financier requires, Obligor will promptly give to Financier proof of paid premiums and renewal notices. If Obligor obtains any form of insurance coverage, not otherwise required by Financier, for damage to, or destruction of, the Property, such policy must include a standard mortgage clause and must name Financier as mortgagee and/or as an additional loss payee.

(d) Proof of Loss; Application of Proceeds. In the event of loss, Obligor must give prompt notice to the insurance carrier and Financier. Financier may make proof of loss if not made promptly by Obligor. Any insurance proceeds, whether or not the underlying insurance was required by Financier, will be applied to restoration or repair of the Property, if Financier deems the restoration or repair to be economically feasible and determines that Financier's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Financier will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Financier. During the subsequent repair and restoration period, Financier will have the right to hold such insurance proceeds until Financier has had an opportunity to inspect such Property to ensure the work has been completed to Financier's satisfaction (which may include satisfying Financier's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Financier may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Obligor is in Default on the Obligation. Financier may make such disbursements directly to Obligor, to the person repairing or restoring the Property, or payable jointly to both. Financier will not be required to pay Obligor any Profit or earnings on such insurance proceeds unless Financier and Obligor agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Obligor will not be paid out of the insurance proceeds and will be the sole obligation of Obligor.

If Financier deems the restoration or repair not to be economically feasible or Financier's security would be lessened by such restoration or repair, the insurance proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Obligor. Such insurance proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(e) Insurance Settlements; Assignment of Proceeds. If Obligor abandons the Property, Financier may file, negotiate, and settle any available insurance claim and related matters. If Obligor does not respond within 30 days to a notice from Financier that the insurance carrier has offered to settle a claim, then Financier may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Financier acquires the Property under Section 26 or otherwise, Obligor is unconditionally assigning to Financier (i) Obligor's rights to any insurance proceeds in an amount not to exceed the amounts



1504938364

265505737

unpaid under the Installment Sales Contract and this Security Instrument, and (ii) any other of Obligor's rights (other than the right to any refund of unearned premiums paid by Obligor) under all insurance policies covering the Property, to the extent that such rights are applicable to the coverage of the Property. If Financier files, negotiates, or settles a claim, Obligor agrees that any insurance proceeds may be made payable directly to Financier without the need to include Obligor as an additional loss payee. Financier may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Installment Sales Contract or this Security Instrument, whether or not then due.

6. Occupancy. Obligor must occupy, establish, and use the Property as Obligor's principal residence within 60 days after the execution of this Security Instrument and must continue to occupy the Property as Obligor's principal residence for at least one year after the date of occupancy, unless Financier otherwise agrees in writing, which consent will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Obligor's control.

7. Preservation, Maintenance, and Protection of the Property; Inspections. Obligor will not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Whether or not Obligor is residing in the Property, Obligor must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Financier determines pursuant to Section 5 that repair or restoration is not economically feasible, Obligor will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Financier in connection with damage to, or the taking of, the Property, Obligor will be responsible for repairing or restoring the Property only if Financier has released proceeds for such purposes. Financier may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Obligor is in Default on the Obligation. Financier may make such disbursements directly to Obligor, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Obligor remains obligated to complete such repair or restoration.

Financier may make reasonable entries upon and inspections of the Property. If Financier has reasonable cause, Financier may inspect the interior of the improvements on the Property. Financier will give Obligor notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Obligor's Installment Sale Contract Application. Obligor will be in Default if, during the Installment Sale Contract application process, Obligor or any persons or entities acting at Obligor's direction or with Obligor's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Financier (or failed to provide Financier with material information) in connection with the Installment Sale Contract, including, but not limited to, overstating Obligor's income or assets, understating or failing to provide documentation of Obligor's debt obligations and liabilities, and misrepresenting Obligor's occupancy or intended occupancy of the Property as Obligor's principal residence.

9. Protection of Financier's Interest in the Property and Rights Under this Security Instrument.

(a) Protection of Financier's Interest. If: (i) Obligor fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order that might significantly affect Financier'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 that has priority



1504938364

265505737

or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Financier reasonably believes that Obligor has abandoned the Property, then Financier may do and pay for whatever is reasonable or appropriate to protect Financier's interest in the Property and/or rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Financier's actions may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Financier's 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, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Financier may take action under this Section 9, Financier is not required to do so and is not under any duty or obligation to do so. Financier will not be liable for not taking any or all actions authorized under this Section 9.

(b) Avoiding Foreclosure; Mitigating Losses. If Obligor is in Default, Financier may work with Obligor to avoid foreclosure and/or mitigate Financier's potential losses, but is not obligated to do so unless required by Applicable Law. Financier may take reasonable actions to evaluate Obligor for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Obligor authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Financier and recovered from Obligor as described below in Section 9(c), unless prohibited by Applicable Law.

(c) Additional Amounts Secured. Any amounts disbursed by Financier under this Section 9 will become additional debt of Obligor secured by this Security Instrument and will be payable upon notice from Financier to Obligor requesting payment.

(d) Leasehold Terms. If this Security Instrument is on a leasehold, Obligor will comply with all the provisions of the lease. If Obligor acquires fee title to the Property, the leasehold and the fee title will not merge unless Financier agrees to the merger in writing.

10. Assignment of Rents.

(a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenant"), Obligor is unconditionally assigning and transferring to Financier any Rents, regardless of to whom the Rents are payable. Obligor authorizes Financier to collect the Rents, and agrees that each Tenant will pay the Rents to Financier. However, Obligor will receive the Rents until (i) Financier has given Obligor notice of Default pursuant to Section 26, and (ii) Financier has given notice to the Tenant that the Rents are to be paid to Financier. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) Notice of Default. If Financier gives notice of Default to Obligor: (i) all Rents received by Obligor must be held by Obligor as trustee for the benefit of Financier only, to be applied to the sums secured by the Security Instrument; (ii) Financier will be entitled to collect and receive all of the Rents; (iii) Obligor agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Financier upon Financier's written demand to the Tenant; (iv) Obligor will ensure that each Tenant pays all Rents due to Financier and will take whatever action is necessary to collect such Rents if not paid to Financier; (v) unless Applicable Law provides otherwise, all Rents collected by Financier will be applied first to the costs of taking control of



1504938364

265505737

and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Financier, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Financier will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) Funds Paid by Financier. If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Financier for such purposes will become indebtedness of Obligor to Financier secured by this Security Instrument pursuant to Section 9.

(d) Limitation on Collection of Rents. Obligor may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) No Other Assignment of Rents. Obligor represents, warrants, covenants, and agrees that Obligor has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Financier from exercising its rights under this Security Instrument.

(f) Control and Maintenance of the Property. Unless required by Applicable Law, Financier, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Obligor. However, Financier, or a receiver appointed under Applicable Law, may do so at any time when Obligor is in Default, subject to Applicable Law.

(g) Additional Provisions. Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Financier. This Section 10 does not relieve Obligor of Obligor's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

11. Mortgage Insurance.

(a) Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Financier. If Financier required Mortgage Insurance as a condition of making the Installment Sale Contract, Obligor will pay the premiums required to maintain the Mortgage Insurance in effect. If Obligor was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Financier ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Financier determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Financier, Obligor will pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Obligor of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Financier.

If substantially equivalent Mortgage Insurance coverage is not available, Obligor will continue to pay to Financier the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Financier will accept, use, and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve will be non-refundable, even when the Obligation is paid in full, and Financier will not be required to pay Obligor any Profit or earnings on such loss reserve.



1504938364

265505737

Financier will no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Financier requires) provided by an insurer selected by Financier again becomes available, is obtained, and Financier requires separately designated payments toward the premiums for Mortgage Insurance.

If Financier required Mortgage Insurance as a condition of making the Installment Sale Contract and Obligor was required to make separately designated payments toward the premiums for Mortgage Insurance, Obligor will pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Financier's requirement for Mortgage Insurance ends in accordance with any written agreement between Obligor and Financier providing for such termination or until termination is required by Applicable Law. Nothing in this Section 11 affects Obligor's obligation to pay the applicable Profit.

(b) Mortgage Insurance Agreements. Mortgage Insurance reimburses Financier for certain losses Financier may incur if Obligor does not repay the Obligation as agreed. Obligor is not a party to the Mortgage Insurance policy or coverage.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Financier, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Obligor's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. Any such agreements will not: (i) affect the amounts that Obligor has agreed to pay for Mortgage Insurance, or any other terms of the Obligation; (ii) increase the amount Obligor will owe for Mortgage Insurance; (iii) entitle Obligor to any refund; or (iv) affect the rights Obligor has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 et seq.), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

(a) Assignment of Miscellaneous Proceeds. Obligor is unconditionally assigning the right to receive all Miscellaneous Proceeds to Financier and agrees that such amounts will be paid to Financier.

(b) Application of Miscellaneous Proceeds upon Damage to Property. If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Financier deems the restoration or repair to be economically feasible and Financier's security will not be lessened by such restoration or repair. During such repair and restoration period, Financier will have the right to hold such Miscellaneous Proceeds until Financier has had an opportunity to inspect the Property to ensure the work has been completed to Financier's satisfaction (which may include satisfying Financier's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Financier may pay for



1504938364

265505737

the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Obligor is in Default on the Obligation. Financier may make such disbursements directly to Obligor, to the person repairing or restoring the Property, or payable jointly to both. Unless Financier and Obligor agree in writing or Applicable Law requires Profit to be paid on such Miscellaneous Proceeds, Financier will not be required to pay Obligor any Profit or earnings on such Miscellaneous Proceeds. If Financier deems the restoration or repair not to be economically feasible or Financier's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Obligor. Such Miscellaneous Proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

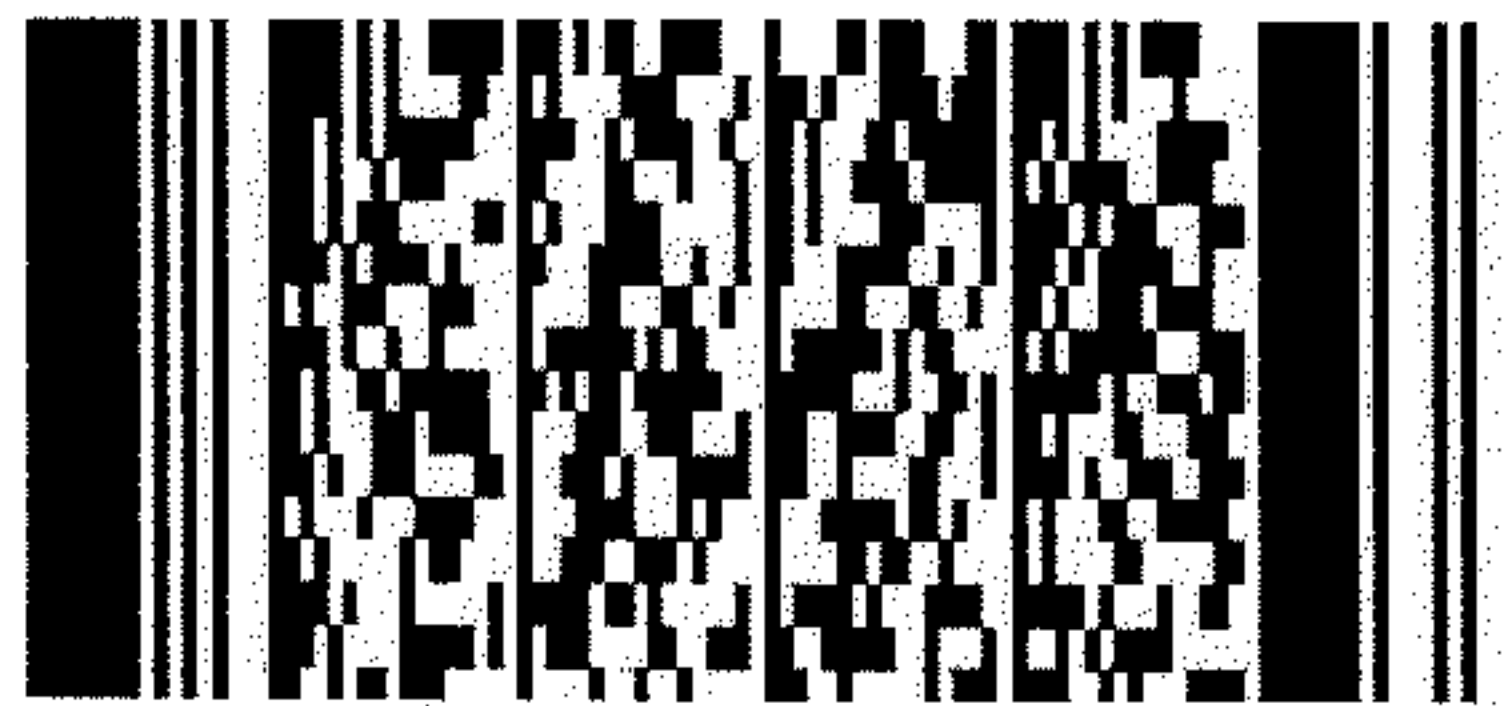
(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property. In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Obligor.

In the event of a partial taking, destruction, or loss in value of the Property (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument unless Obligor and Financier otherwise agree in writing. The amount of the Miscellaneous Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Obligor.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Obligor and Financier otherwise agree in writing.

(d) Settlement of Claims. Financier is authorized to collect and apply the Miscellaneous Proceeds either to the sums secured by this Security Instrument, whether or not then due, or to restoration or repair of the Property, if Obligor (i) abandons the Property, or (ii) fails to respond to Financier within 30 days after the date Financier notifies Obligor that the Opposing Party (as defined in the next sentence) offers to settle a claim for damages. "Opposing Party" means the third party that owes Obligor the Miscellaneous Proceeds or the party against whom Obligor has a right of action in regard to the Miscellaneous Proceeds.

(e) Proceeding Affecting Financier's Interest in the Property. Obligor will be in Default if any action or proceeding begins, whether civil or criminal, that, in Financier's judgment, could result in forfeiture of the Property or other material impairment of Financier's interest in the Property or rights under this Security Instrument. Obligor can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 20, by causing the action or proceeding to be dismissed with a ruling that, in Financier's judgment, precludes forfeiture of the Property or other material impairment of Financier's interest in the Property or rights under this Security Instrument. Obligor is unconditionally assigning to Financier the proceeds of any award or claim for damages that are attributable to the impairment of Financier's interest in the Property,



1504938364

265505737

which proceeds will be paid to Financier. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

13. Obligor Not Released; Forbearance by Financier Not a Waiver. Obligor or any Successor in Interest of Obligor will not be released from liability under this Security Instrument if Financier extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Financier will not be required to commence proceedings against any Successor in Interest of Obligor, 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 Obligor or any Successors in Interest of Obligor. Any forbearance by Financier in exercising any right or remedy including, without limitation, Financier's acceptance of payments from third persons, entities, or Successors in Interest of Obligor or in amounts less than the amount then due, will not be a waiver of, or preclude the exercise of, any right or remedy by Financier.

14. Joint and Several Liability; Signatories; Successors and Assigns Bound.

Obligor's obligations and liability under this Security Instrument will be joint and several. However, any Obligor who signs this Security Instrument but does not sign the Installment Sales Contract: (a) signs this Security Instrument to mortgage, grant, and convey such Obligor's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Financier; (d) is not personally obligated to pay the sums due under the Installment Sales Contract or this Security Instrument; and (e) agrees that Financier and any other Obligor can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Installment Sales Contract or this Security Instrument without such Obligor's consent and without affecting such Obligor's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Obligor who assumes Obligor's obligations under this Security Instrument in writing, and is approved by Financier, will obtain all of Obligor's rights, obligations, and benefits under this Security Instrument. Obligor will not be released from Obligor's obligations and liability under this Security Instrument unless Financier agrees to such release in writing.

15. Installment Sale Contract Charges.

(a) Tax and Flood Determination Fees. Financier may require Obligor to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Financier in connection with this Obligation, and (ii) 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 that reasonably might affect such determination or certification. Obligor will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Obligation term, in connection with any flood zone determinations.

(b) Default Charges. If permitted under Applicable Law, Financier may charge Obligor fees for services performed in connection with Obligor's Default to protect Financier's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.



1504938364

265505737

(c) Permissibility of Fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Obligor should not be construed as a prohibition on the charging of such fee. Financier may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

(d) Savings Clause. If Applicable Law sets maximum financing charges, and that law is finally interpreted so that the Profit or other financing charges collected or to be collected in connection with the Obligation exceed the permitted limits, then (i) any such financing charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Obligor which exceeded permitted limits will be refunded to Obligor. Financier may choose to make this refund by reducing the Original Purchase Price owed under the Installment Sales Contract or by making a direct payment to Obligor. If a refund reduces Original Purchase Price, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Installment Sales Contract). To the extent permitted by Applicable Law, Obligor's acceptance of any such refund made by direct payment to Obligor will constitute a waiver of any right of action Obligor might have arising out of such overcharge.

16. Notices; Obligor's Physical Address. All notices given by Obligor or Financier in connection with this Security Instrument must be in writing.

(a) Notices to Obligor. Unless Applicable Law requires a different method, any written notice to Obligor in connection with this Security Instrument will be deemed to have been given to Obligor when (i) mailed by first class mail, or (ii) actually delivered to Obligor's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Obligor will constitute notice to all Obligors unless Applicable Law expressly requires otherwise. If any notice to Obligor required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) Electronic Notice to Obligor. Unless another delivery method is required by Applicable Law, Financier may provide notice to Obligor by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Financier and Obligor in writing; (ii) Obligor has provided Financier with Obligor's e-mail or other electronic address ("Electronic Address"); (iii) Financier provides Obligor with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Financier otherwise complies with Applicable Law. Any notice to Obligor sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Obligor when sent unless Financier becomes aware that such notice is not delivered. If Financier becomes aware that any notice sent by Electronic Communication is not delivered, Financier will resend such communication to Obligor by first class mail or by other non-Electronic Communication. Obligor may withdraw the agreement to receive Electronic Communications from Financier at any time by providing written notice to Financier of Obligor's withdrawal of such agreement.

(c) Obligor's Notice Address. The address to which Financier will send Obligor notice ("Notice Address") will be the Property Address unless Obligor has designated a different address by written notice to Financier. If Financier and Obligor have agreed that notice may be given by Electronic Communication, then Obligor may designate an Electronic Address as Notice Address. Obligor will promptly notify Financier of Obligor's change of Notice Address, including any changes to Obligor's Electronic Address if designated as



1504938364

265505737

Notice Address. If Financier specifies a procedure for reporting Obligor's change of Notice Address, then Obligor will report a change of Notice Address only through that specified procedure.

(d) Notices to Financier. Any notice to Financier will be given by delivering it or by mailing it by first class mail to Financier's address stated in this Security Instrument unless Financier has designated another address (including an Electronic Address) by notice to Obligor. Any notice in connection with this Security Instrument will be deemed to have been given to Financier only when actually received by Financier at Financier's designated address (which may include an Electronic Address). If any notice to Financier required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) Obligor's Physical Address. In addition to the designated Notice Address, Obligor will provide Financier with the address where Obligor physically resides, if different from the Property Address, and notify Financier whenever this address changes.

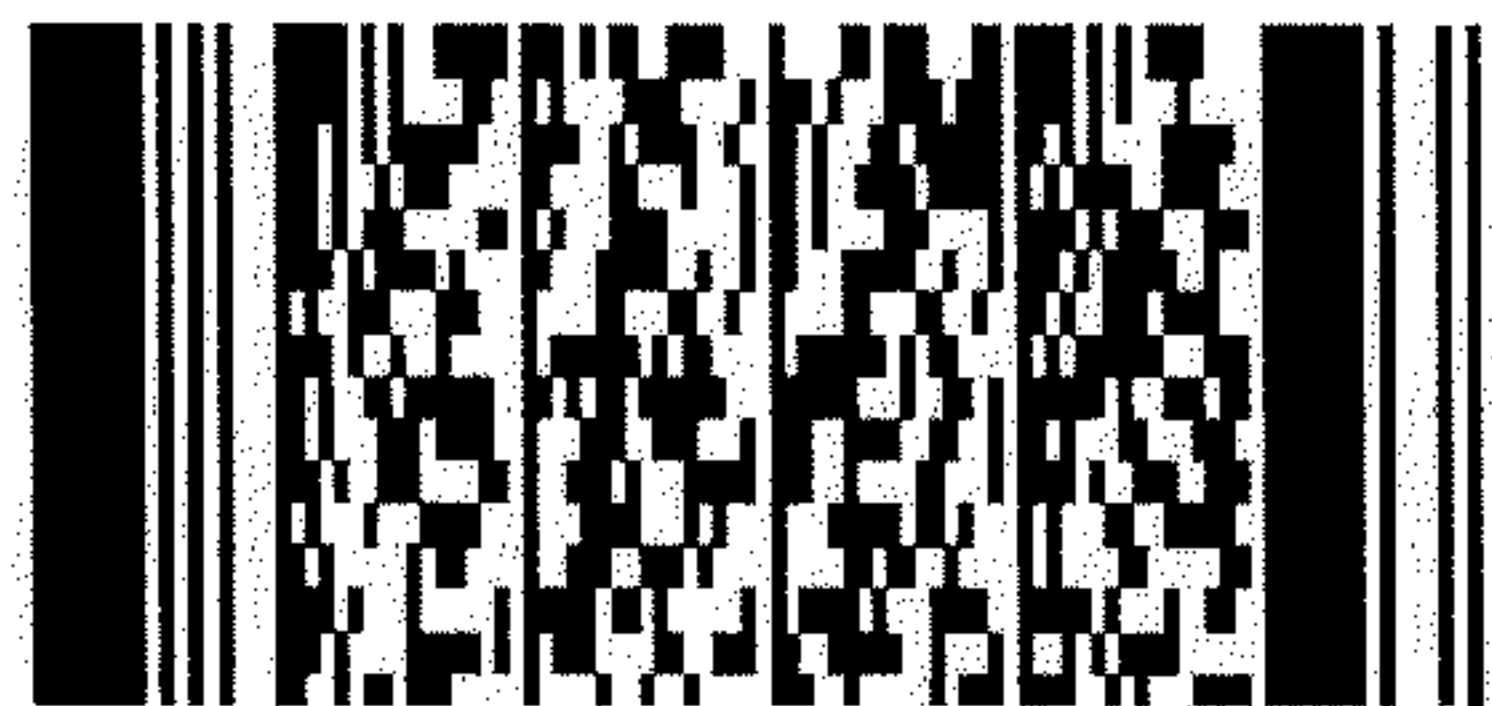
17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of Alabama. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Installment Sales Contract conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Installment Sales Contract that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

18. Obligor's Copy. One Obligor will be given one copy of the Installment Sales Contract and of this Security Instrument.

19. Transfer of the Property or a Beneficial Interest in Obligor. For purposes of this Section 19 only, "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 Obligor to a purchaser at a future date.

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



1504938364

265505737

If Financier exercises this option, Financier will give Obligor notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Obligor must pay all sums secured by this Security Instrument. If Obligor fails to pay these sums prior to, or upon, the expiration of this period, Financier may invoke any remedies permitted by this Security Instrument without further notice or demand on Obligor and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Financier's Interest in the Property and/or rights under this Security Instrument.

20. Obligor's Right to Reinstate the Obligation after Acceleration. If Obligor meets certain conditions, Obligor will have the right to reinstate the Obligation and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as Applicable Law might specify for the termination of Obligor's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

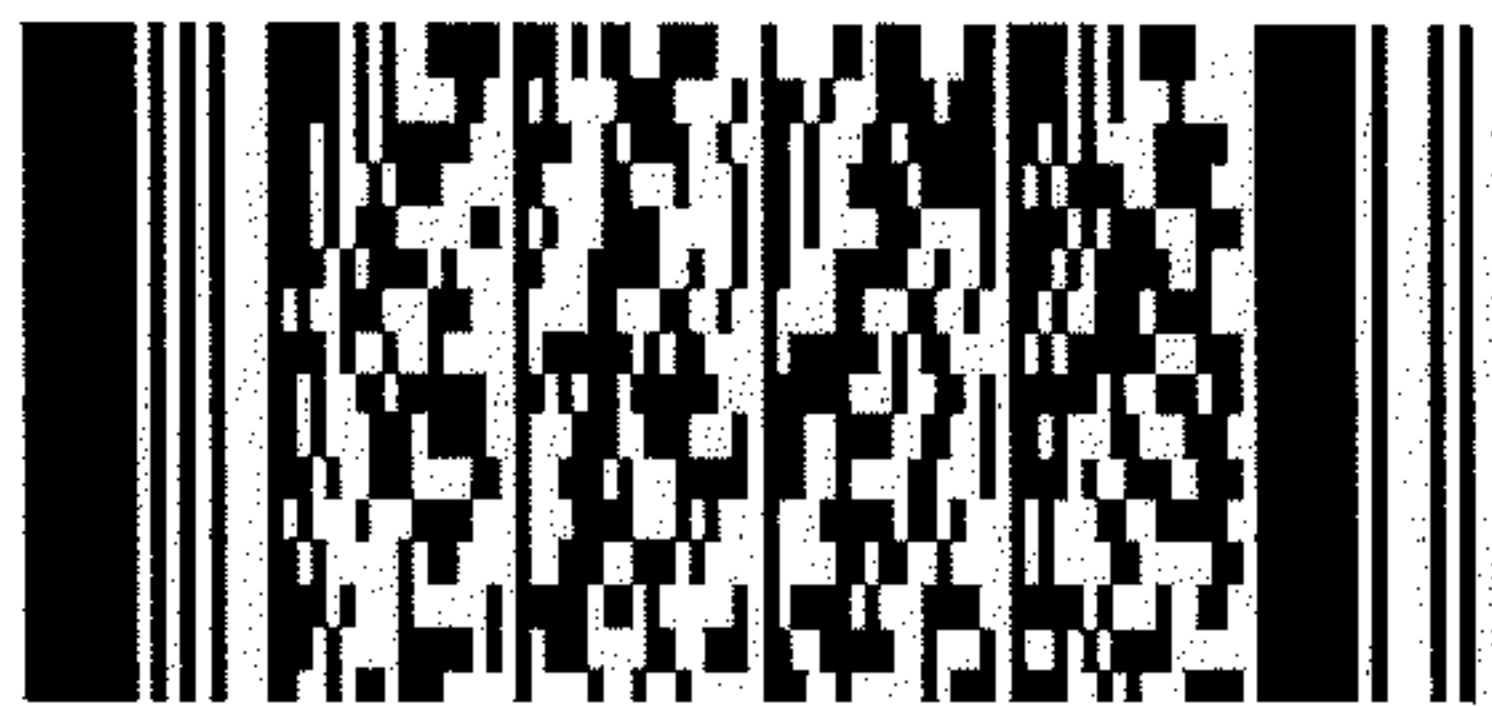
To reinstate the Obligation, Obligor must satisfy all of the following conditions: (aa) pay Financier all sums that then would be due under this Security Instrument and the Installment Sales Contract as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Installment Sales Contract; (cc) pay all expenses incurred in enforcing this Security Instrument or the Installment Sales Contract, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Financier's interest in the Property and/or rights under this Security Instrument or the Installment Sales Contract; and (dd) take such action as Financier may reasonably require to assure that Financier's interest in the Property and/or rights under this Security Instrument or the Installment Sales Contract, and Obligor's obligation to pay the sums secured by this Security Instrument or the Installment Sales Contract, will continue unchanged.

Financier may require that Obligor pay such reinstatement sums and expenses in one or more of the following forms, as selected by Financier: (aaa) cash; (bbb) money order; (ccc) 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 U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Obligor's reinstatement of the Obligation, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Installment Sales Contract. The Installment Sales Contract or a partial interest in the Installment Sales Contract, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Financier's rights and obligations under this Security Instrument will convey to Financier's successors and assigns.

22. Servicer. Financier may take any action permitted under this Security Instrument through the Servicer or another authorized representative, such as a sub-servicer. Obligor understands that the Servicer or other authorized representative of Financier has the right and authority to take any such action.

The Servicer may change one or more times during the term of the Installment Sales Contract. The Servicer may or may not be the holder of the Installment Sales Contract. The Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Installment Sales Contract and this Security Instrument; (b) perform any other servicing obligations; and (c) exercise any rights under the Installment Sales Contract, this Security Instrument, and Applicable Law on behalf of Financier. If there



1504938364

265505737

is a change of the Servicer, Obligor will be given written notice of the change which will state the name and address of the new Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing.

23. Notice of Grievance. Until Obligor or Financier has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Obligor nor Financier may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Installment Sales Contract, or (b) alleges that the other party has breached any provision of this Security Instrument or the Installment Sales Contract. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Obligor pursuant to Section 26(a) and the notice of acceleration given to Obligor pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) Definitions. As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) Restrictions on Use of Hazardous Substances. Obligor will 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. Obligor will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will 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).

(c) Notices; Remedial Actions. Obligor will promptly give Financier written notice of: (i) 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 Obligor has actual knowledge; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that adversely affects the value of the Property. If Obligor 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, Obligor will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Financier for an Environmental Cleanup.



1504938364

265505737

25. Electronic Installment Sales Contract Signed with Obligor's Electronic Signature. If the Installment Sales Contract evidencing the debt for this Obligation is electronic, Obligor acknowledges and represents to Financier that Obligor: (a) expressly consented and intended to sign the electronic Installment Sales Contract using an Electronic Signature adopted by Obligor ("Obligor's Electronic Signature") instead of signing a paper Installment Sales Contract with Obligor's written pen and ink signature; (b) did not withdraw Obligor's express consent to sign the electronic Installment Sales Contract using Obligor's Electronic Signature; (c) understood that by signing the electronic Installment Sales Contract using Obligor's Electronic Signature, Obligor promised to pay the debt evidenced by the electronic Installment Sales Contract in accordance with its terms; and (d) signed the electronic Installment Sales Contract with Obligor's Electronic Signature with the intent and understanding that by doing so, Obligor promised to pay the debt evidenced by the electronic Installment Sales Contract in accordance with its terms.

NON-UNIFORM COVENANTS. Obligor and Financier further covenant and agree as follows:

26. Acceleration; Remedies.

(a) Notice of Default. Financier will give a notice of Default to Obligor prior to acceleration following Obligor's Default, except that such notice of Default will not be sent when Financier exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Obligor, by which the Default must be cured; (iv) 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; (v) Obligor's right to reinstate after acceleration; and (vi) Obligor's right to bring a court action to deny the existence of a Default or to assert any other defense of Obligor to acceleration and sale.

(b) Acceleration; Power of Sale; Expenses. If the Default is not cured on or before the date specified in the notice, Financier 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. Financier will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Financier's interest in the Property and/or rights under this Security Instrument.

(c) Notice of Sale; Sale of Property. If Financier invokes the power of sale, Financier will give a copy of a notice to Obligor in accordance with Applicable Law. Financier will publish the notice of sale once a week for three consecutive weeks in a newspaper published in **SHELBY** County, Alabama, and will then sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Financier will deliver to the purchaser Financier's deed conveying the Property. Financier or its designee may purchase the Property at any sale. The proceeds of the sale will be applied in the following order: (i) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (ii) to all sums secured by this Security Instrument; and (iii) any excess to the person or persons legally entitled to it.

(d) Attorney's Fees and Costs of Collection. If the Installment Sales Contract or this Security Instrument is considered a contract for a consumer credit transaction under Applicable Law, then the following provisions apply to any provision in the Installment Sales Contract or this Security Instrument that



1504938364

265505737


requires Obligor to pay attorney's fees incurred by Financier: (i) Obligor will only be required to pay reasonable attorney's fees of Financier if the attorney is not a salaried employee of Financier; (ii) prior to Default, Financier may require Obligor to pay Financier's reasonable attorney's fees in connection with the closing of, amendment to, or modification of the Installment Sale Contract if the original amount of the Obligation exceeds \$10,000; and (iii) after Default and referral of the Installment Sales Contract or Security Instrument to an attorney, Obligor will only be required to pay reasonable attorney's fees of Financier up to a maximum amount of 15 percent of the unpaid debt evidenced by the Installment Sales Contract.

27. Release. Upon payment of all sums secured by this Security Instrument, Financier will release this Security Instrument. Obligor will pay any recordation costs associated with such release. Financier may charge Obligor 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.


28. Waivers. Obligor waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

29. Insurance Notice. This Security Instrument requires Obligor to keep the Property insured against loss or damage in amounts and for the time period required by Financier. Obligor may obtain policies of insurance through an insurance carrier of Obligor's choice. Financier may, for reasonable cause, disapprove of the insurance provided by Obligor. If Obligor does not obtain any required insurance, or if Financier disapproves of such insurance, Financier may, but will have no obligation to, purchase insurance on the Property and charge the premium for such insurance to Obligor. This Section 29 is meant to provide Obligor with statutory notice under Applicable Law, and is in addition to, not in lieu of, the insurance requirements in this Security Instrument.

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

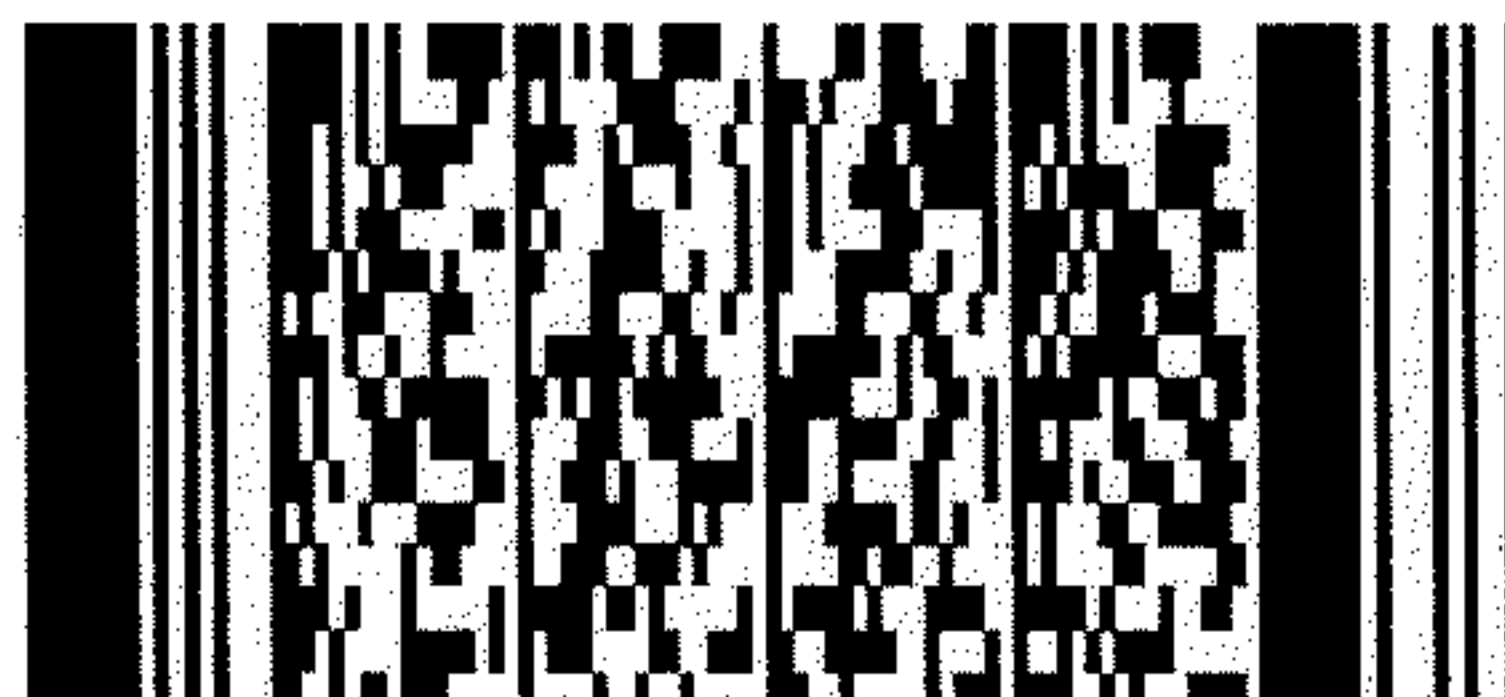


PATRICK L O'BRIEN



JUDI HAKIM

Witnesses:



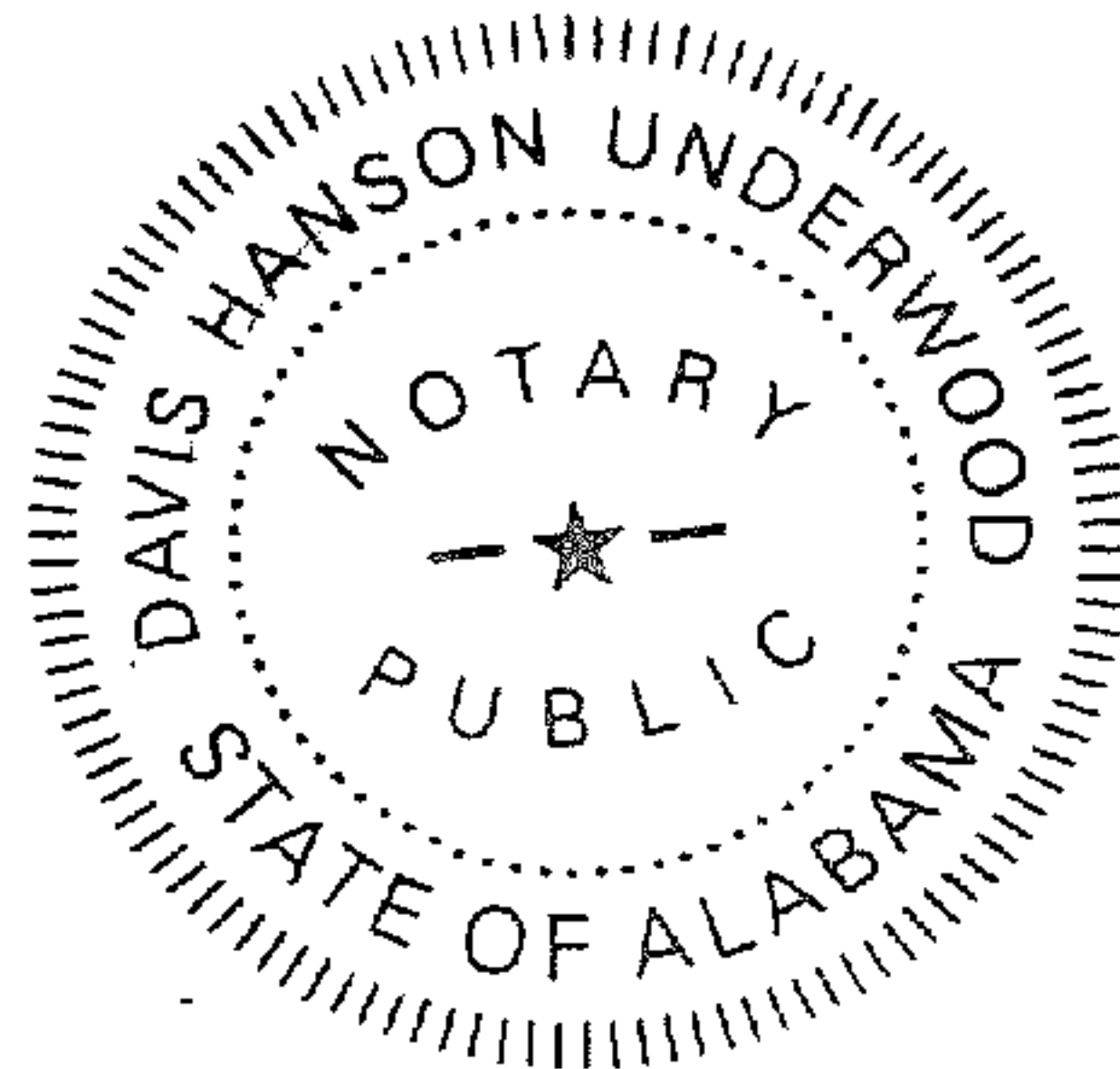
1504938364

265505737

[Space Below This Line For Acknowledgment]

The State of Alabama
Jefferson County

I, Davis Hanson Underwood hereby certify that **PATRICK L OBRIEN; AND JUDI HAKIM**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand this 20TH day of **FEBRUARY** A.D. 2026.



[Handwritten Signature]

Notary Public

My Commission Expires: 07-24-27

Individual Loan Originator: **FOUAD BADSHAH**, NMLSR ID: 1768483
Loan Originator Organization: **GUARANTEED RATE, INC.**, NMLSR ID: 2611



EXHIBIT "A"

LEGAL DESCRIPTION

Lot 68, according to the Survey of Beaver Creek Preserve Third Sector, as recorded in Map Book 27, Page 91, in the Probate Office of Shelby County, Alabama.

THIS IS A PURCHASE MONEY MORTGAGE.



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/25/2026 08:03:34 AM
\$541.00 PAYGE
20260225000052800**

Allie S. Boyd