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SCRIVENER'S AFFIDAVIT

Grantor: BRADFORD G GUTHRIE, A MARRIED MAN AND WIFE, MARY M. GUTHRIE
Grantor's Address: 1000 KEITH CV, BIRMINGHAM, ALABAMA 35242

Grantee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR
GENWORTH FINANCIAL HOME EQUITY ACCESS, INC., ITS SUCCESSORS AND ASSIGNS
Grantee's Address: 10951 WHITE ROCK ROAD, SUITE 200, RANCHO CORDOVA, CA 95670

Legal Description: SEE ATTACHED EXHIBIT "A"

Parcel Number: 10 1 12 0 011 048.000

Recording Reference: Document Number 20110406000105990

Dated: March 17, 2026

Prepared By, Recording Requested By And Return To:

DocSolutionUSA

Warren E. Johnsey, Attorney at Law

2316 Southmore

Pasadena, TX 77502

713.941.4928

DSID 1566734 - **305495**

FHA CASE # 011-7072946

Prepared By And After Recording Return To:

DS DocSolutionUSA

Warren E. Johnsey, Attorney at Law
DocSolutionUSA, LLC, d/b/a DocSolution, Inc..
2316 Southmore
Pasadena, TX 77502
713-941-4928

DocSolutionUSA, LLC, d/b/a DocSolution, Inc. did not prepare a title search of the Property described in the document below. The Preparer of this document makes no representation as to the status and validity of, including, but not limited to, the title, loan history, boundary survey, property use, or zoning regulations of the Property assigned, transferred, conveyed, released, or any other disposition of the Property. Information herein was provided to the Preparer by Grantor/Grantee and/or their Agent and prepared according to their request.

SCRIVENER'S AFFIDAVIT

“My name is Carlene Reid. I am an adult and of sound mind. I am the Contract Management Coordinator of PHH Mortgage Corporation, Attorney in Fact for Mortgage Assets Management, LLC, its successors and assigns, whose address is c/o PHH Mortgage Corporation, 1661 Worthington Road, Ste. 100, West Palm Beach, FL 33409. My affidavit concerns a scrivener’s error, mistake, or inadvertence contained in the Security Instrument described below.

“I am a Contract Management Coordinator of PHH Mortgage Corporation, Attorney in Fact for Mortgage Assets Management, LLC, its successors and assigns. My testimony is based on my experience, my job responsibilities with, and my knowledge of the usual practices of PHH Mortgage Corporation, Attorney in Fact for Mortgage Assets Management, LLC, its successors and assigns, and the mortgage servicing industry in general. Through my job responsibilities, I have access to and have reviewed the origination documents, the collateral records and data for the Security Instrument described below, including electronic and computer generated records and data.

“BRADFORD G GUTHRIE, A MARRIED MAN AND WIFE, MARY M. GUTHRIE (“Borrower(s)”), sought and obtained a home equity loan from Genworth Financial Home Equity Access, Inc. (“Lender”) in the amount of \$450,000.00. To secure payment of the loan, the Borrower(s) executed and delivered an Adjustable Rate Note (“Note”) dated 3/9/2011 made payable to Lender. To secure payment of the Note, Borrower(s) executed an Adjustable Rate Home Equity Conversion Mortgage (“Security Instrument”) dated 3/9/2011 encumbering the following described Property with a lien:

SEE ATTACHED EXHIBIT “A”

“The Property Address is 1000 Keith Cv, Birmingham, Alabama 35242 (“Property). The Security Instrument was filed for record in the Shelby County Clerk’s Office, State of Alabama on 4/6/2011 and recorded under Instrument No. 20110406000105990.

The beneficial interest in the Security Instrument has been assigned as follows:

An Assignment of Mortgage executed by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR GENWORTH FINANCIAL HOME EQUITY ACCESS, INC., ITS SUCCESSORS AND ASSIGNS in favor of NATIONSTAR MORTGAGE, D/B/A CHAMPION MORTGAGE COMPANY, dated 08/30/2012, and recorded 10/03/2012 in Document No or CRFN: 20121003000378980;

A Corrective Assignment executed by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR GENWORTH FINANCIAL HOME EQUITY ACCESS, INC., ITS SUCCESSORS AND ASSIGNS in favor of NATIONSTAR MORTGAGE LLC D/B/A CHAMPION MORTGAGE COMPANY, ITS SUCCESSORS OR ASSIGNS, dated 12/07/2012, and recorded 12/28/2012 in Document No or CRFN: 20121228000497250;

An Assignment of Mortgage executed by NATIONSTAR MORTGAGE LLC D/B/A CHAMPION MORTGAGE COMPANY in favor of MORTGAGE ASSETS MANAGEMENT, LLC, ITS SUCCESSORS AND ASSIGNS, dated 03/21/2022, and recorded 03/21/2022 in Document No or CRFN: 20220321000114090;

“Through scrivener’s error, mistake, or inadvertence, the Security Instrument was erroneously recorded without the Planned Unit Development (“PUD”) Rider attached to the Security Instrument.

“Affiant executes this instrument to re-record a True and Correct copy of the Security Instrument (attached hereto as Exhibit “B”) to include the PUD Rider (attached hereto as Exhibit “C”). In all other respects, this instrument confirms and ratifies the original recording of the Security Instrument.

“Further, Affiant sayeth not.”

When the context requires, singular nouns and pronouns include the plural.

Executed this 17 day of March, 2026

MORTGAGE ASSETS MANAGEMENT, LLC BY AND THROUGH ITS ATTORNEY IN FACT,
PHH MORTGAGE CORPORATION



By: Carlene Reid
Title: Contract Management Coordinator

ACKNOWLEDGMENT

STATE OF FLORIDA §
 §
COUNTY OF PALM BEACH §

Sworn to (or affirmed) and subscribed before me by means of [x] physical presence or [] online notarization, this 17 day of March, 2026, by Carlene Reid as Contract Management Coordinator of PHH Mortgage Corporation, as Attorney in Fact for Mortgage Assets Management, LLC, its successors and assigns.



Signature of Notary Public – State of Florida

Name of Notary Public: Claribel Lopez
Notary Commission Expiration Date: _____
Personally Known x OR Produced Identification _____
Type of Identification Produced _____

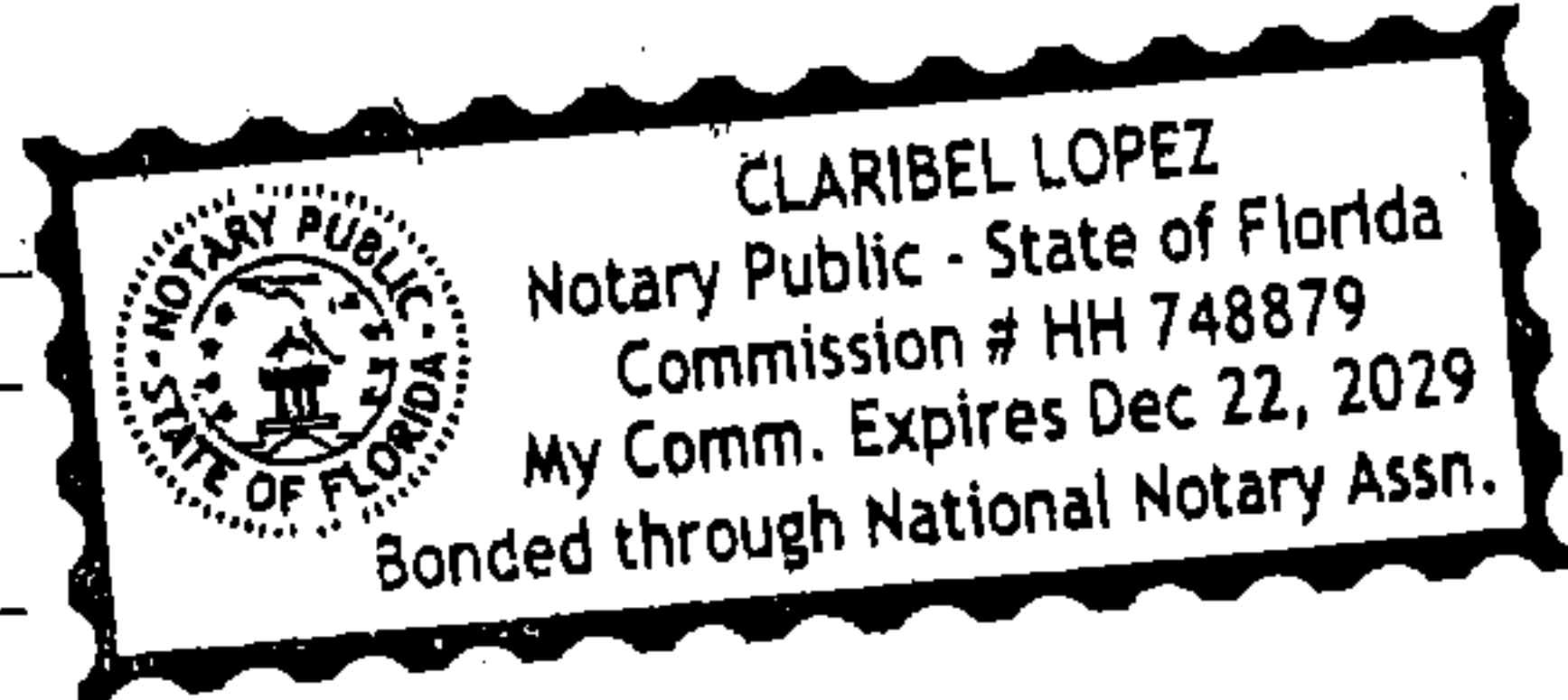


EXHIBIT "A"

Lot 48, according to the Survey of Oak Meadows, 2nd Sector, as recorded in Map Book 22, Page 79, in the Probate Office of Shelby County, Alabama.

Less and Except the following:

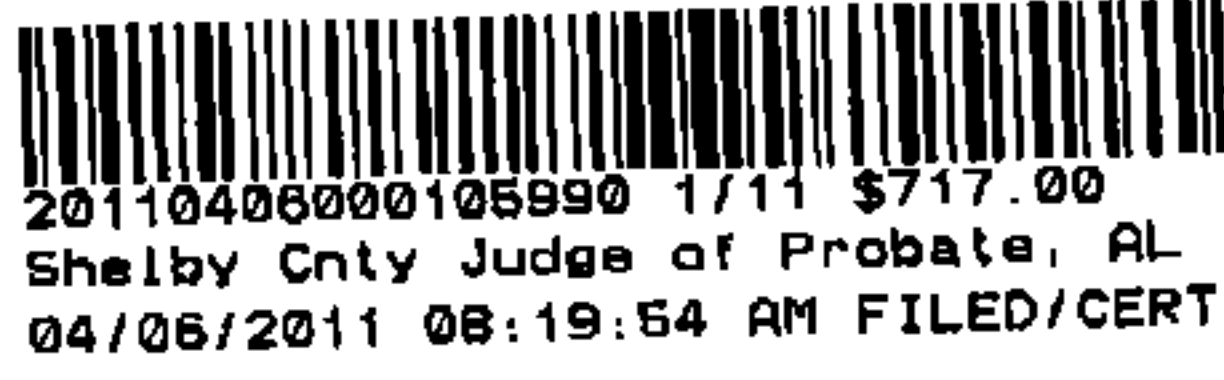
A part of Lot 48, Oak Meadows, 2nd Sector, as recorded in Map Book 22, Page 79, in the Probate Office of Shelby County, Alabama, and being more particularly described as follows:

Beginning at the Northwest corner of said Lot 48 and run in a Southerly direction along the Westerly line of said Lot for a distance of 182.94 feet to the Southwest corner of said Lot 48; thence turn an angle to the left of 118° 45' 20" and run in a Northeasterly direction along the Southerly line of said Lot 48 for a distance of 25.10 feet to a point; thence turn an angle to the left of 68° 35' and run in a Northerly direction for 172.28 feet to the point of beginning.

Situated in Shelby County, Alabama.

EXHIBIT “B”

1200
675
725.00



After Recording Return To:
Genworth Financial Home Equity Access, Inc.
10951 White Rock Road, Suite 200
Rancho Cordova, CA 95670

This Document Prepared By:
Name: _____
Title: _____
Genworth Financial Home Equity Access, Inc.
10951 White Rock Road, Suite 200
Rancho Cordova, CA 95670

Space Above This Line For Recording Date

State of Alabama

FHA Case Number: 0117072946/972-255
Loan Number: 3000021886
MIN: 1007992-3000021886-3

**ADJUSTABLE RATE
HOME EQUITY CONVERSION MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on **March 09, 2011** ("Date"). The mortgagor is: **BRADFORD G GUTHRIE** whose address is: **1000 KEITH CV, BIRMINGHAM, AL 35242** ("Borrower").
* The mortgagee under this Security Instrument is **Mortgage Electronic Registration Systems, Inc. ("MERS")**. MERS is a separate corporation that is acting solely as nominee for Lender, and Lender's successors and assigns. 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. This Security Instrument is given to: **Genworth Financial Home Equity Access, Inc.** which is organized and existing under the laws of **THE STATE OF CALIFORNIA**, and whose address is: **10951 White Rock Road, Suite 200, Rancho Cordova, CA 95670** ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of **FOUR HUNDRED FIFTY THOUSAND AND NO/100** (U.S. \$450,000.00); (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on **August 11, 2095**. For this purpose, Borrower irrevocably mortgages, grants and conveys 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 **SHELBY** County, Alabama:



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Alabama Mortgage HECM ADJUSTABLE RATE - MERS

Boyd
2/11/2

* and wife, *Mary M. Guthrie*

I certify this to be a true and correct copy *Aleen S. Boyd*

Probate Judge
Date *2-9-26* Shelby County

pages *11*

Initial *JB*

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Shelby Cnty Judge of Probate, AL
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Legal description attached hereto as Exhibit A and by this reference made a part hereof.

which has the address of: 1000 KEITH CV, BIRMINGHAM, AL 35242 ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, 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 seized 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 and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.
2. **Payment of Property Charges.** Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.
3. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the

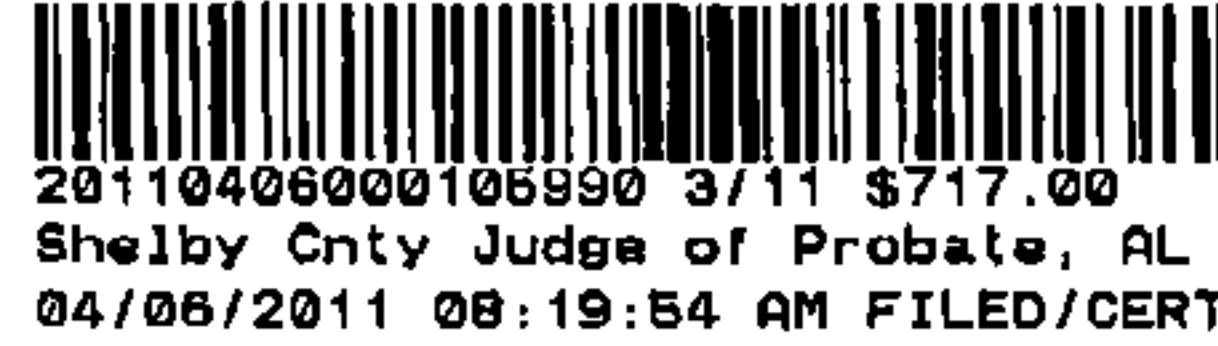
Handwritten initials/signature

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Alabama Mortgage HECM ADJUSTABLE RATE - MERS



indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

- 4. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

- 5. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender or MERS may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

- 6. **Inspection.** Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned

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Property without notice to the Borrower.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.
8. **Fees.** Lender may collect fees and charges authorized by the Secretary.
9. **Grounds for Acceleration of Debt.**
- (a) **Due and Payable.** Lender may require immediate payment-in-full of all sums secured by this Security Instrument if:
- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
 - (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate, (or retaining a beneficial interest in a trust with such an interest in the Property).
- (b) **Due and Payable with Secretary Approval.** Lender may require immediate payment-in-full of all sums secured by this Security Instrument, upon approval of the Secretary, if:
- (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
 - (ii) For a period of longer than 12 consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
 - (iii) An obligation of the Borrower under this Security Instrument is not performed.
- (c) **Notice to Lender.** Borrower shall notify Lender whenever any of the events listed in this Paragraph 9 (a)(ii) and (b) occur.
- (d) **Notice to Secretary and Borrower.** Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a)(ii) and (b). Lender shall not have the right to commence foreclosure until Borrower has had 30 days after notice to either:
- (i) Correct the matter which resulted in the Security instrument coming due and payable; or
 - (ii) Pay the balance in full; or



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Alabama Mortgage HECM ADJUSTABLE RATE - MERS

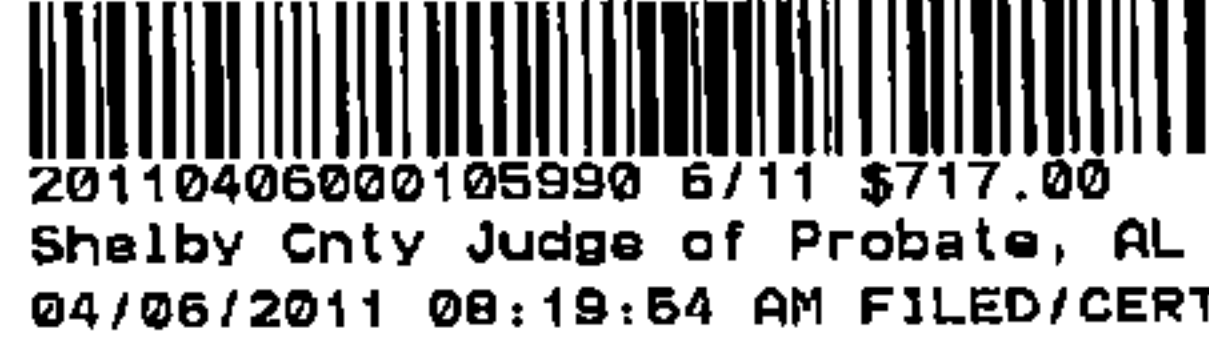
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- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
 - (iv) Provide the Lender with a deed-in-lieu of foreclosure.
 - (e) **Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.
 - (f) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within **60 days** from the date hereof, Lender may, at its option, require immediate payment-in-full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **60 days** from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
10. **No Deficiency Judgments.** Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.
11. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment-in-full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment-in-full. Foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment-in-full. However, Lender is not required to permit reinstatement 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 Security Instrument.
12. **Lien Status.**
- (a) **Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then

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Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

- (b) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.
- (c) **Prior Liens.** Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one more of the actions set forth above within 10 days of the giving of notice.

13. Relationship to Second Security Instrument.

- (a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(I)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.
- (b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note unless:
- (i) This Security Instrument is assigned to the Secretary; or
 - (ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.
- If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.
- (c) **Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:
- (i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment-in-full of all outstanding principal and accrued interest under the Second Note; or

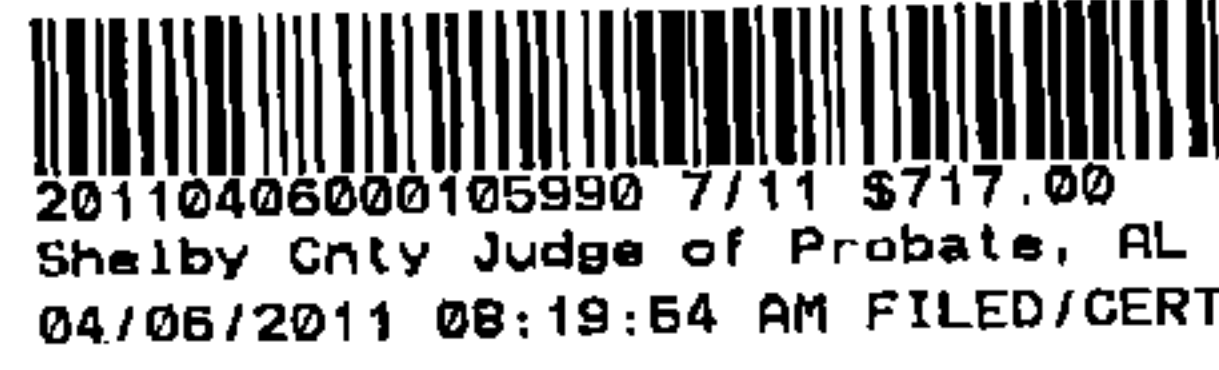


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Alabama Mortgage HECM ADJUSTABLE RATE - MERS

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(ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

(d) **No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

14. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. **Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

17. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

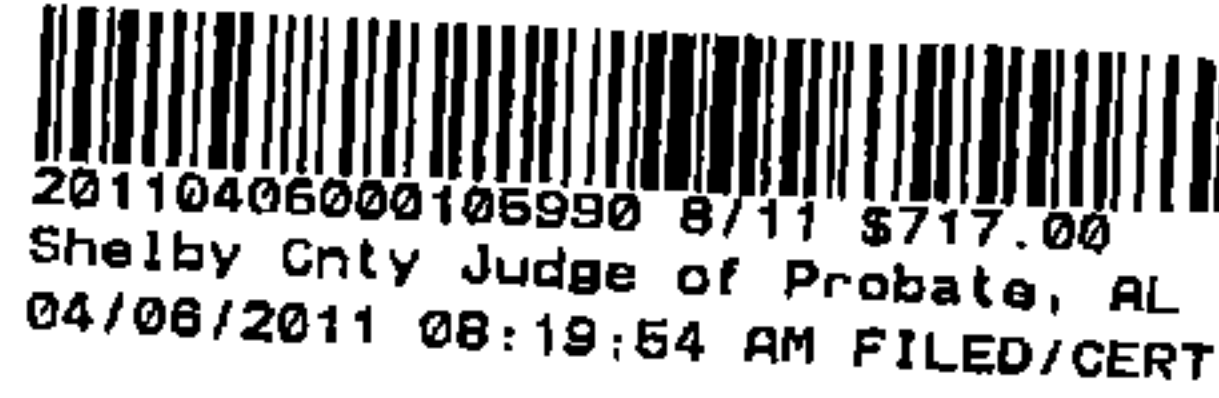
NON-UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

19. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.



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Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

20. **Foreclosure Procedure.** If Lender requires immediate payment-in-full under Paragraph 9, Lender may invoke the power of sale and any other remedies provided in this Paragraph 20, including, but not limited to, reasonable attorney's 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 16. 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.

21. **Lien Priority.** The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.
22. **Adjustable Rate Feature.** Under the Note, the initial stated interest rate of 3.010% which accrues on the principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the interbank offered rates for one month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published on the first business day of each week in the "Money Rates" section of *The Wall Street Journal* ("Index") plus a margin. If the Index is no longer available, Lender will use as a new Index any Index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of **June, 2011**, and on [] that day of each succeeding year [X] the first day of each succeeding month ("Change Date") until the loan is paid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the ("Calculated Interest Rate") for each Change Date. The Calculated Interest



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(8 of 10)

Alabama Mortgage HECM ADJUSTABLE RATE - MERS

3.010%
min. 2



20110406000105990 9/11 \$717.00
Shelby Cnty Judge of Probate, AL
04/06/2011 08:19:54 AM FILED/CERT

Rate will be compared to the interest rate in effect immediately prior to the current Change Date ("the Existing Interest Rate").

Annually Adjusting Variable Rate Feature The Calculated Interest Rate cannot be more than 2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the Initial Interest Rate.

Monthly Adjusting Variable Rate Feature The Calculated Interest Rate will never increase above **THIRTEEN AND 01/100 Percent (13.010 %)**

The Calculated Interest Rate will be adjusted if necessary to comply with these rate limitation(s) and will be in effect until the next Change Date. At any Change Date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

- 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.
- 24. **Waivers.** Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.
- 25. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

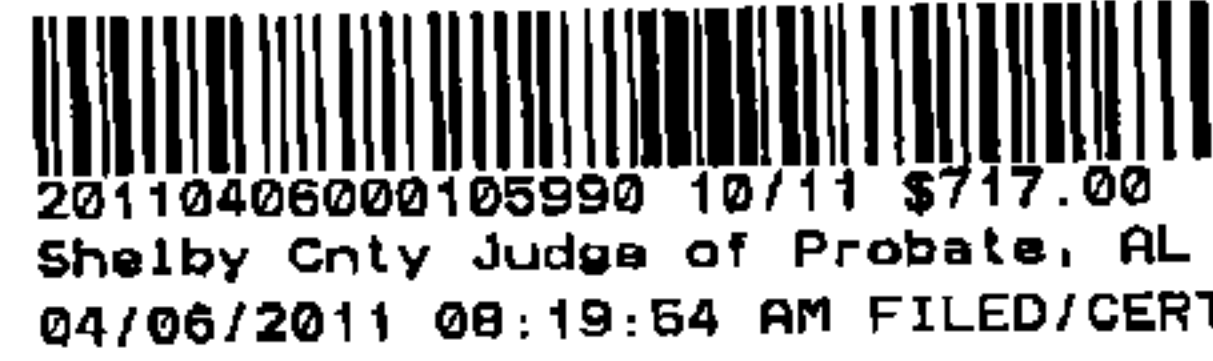
- Condominium Rider
- Planned Unit Development Rider
- Shared Appreciation Rider
- Other [Specify]

26. **Nominee Capacity of MERS.** MERS serves as mortgagee of record and secured party solely as nominee, in an administrative capacity, for Lender and its successors and assigns and holds legal title to the interests granted, assigned, and transferred herein. All payments or deposits with respect to the Secured Obligations shall be made to Lender, all advances under the Loan Documents shall be made by Lender, and all consents, approvals, or other determinations required or permitted of Mortgagee herein shall be made by Lender. MERS shall at all times comply with the instructions of Lender and its successors and assigns. If necessary to comply with law or custom, MERS (for the benefit of Lender and its successors and assigns) may be directed by Lender to exercise any or all of those interests, including without limitation, the right to foreclose and sell the Property, and take any action required of Lender, including without limitation, a release, discharge or reconveyance of this Mortgage. Subject to the foregoing, all references herein to "Mortgagee" shall include Lender and its successors and assigns.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Witness	Date	Witness	Date
<u>Bradford Guthrie</u> (Seal)			
Borrower- BRADFORD G GUTHRIE			

Mary M Guthrie (Seal)
 Borrower **MARY M. GUTHRIE** signs as
 Borrower solely for the purpose of waiving dower
 rights without personal obligation for payment of
 any sums secured by this Security Instrument.

[Space Below This Line For Acknowledgment]

State of Alabama

County ^{WJE} ~~Jefferson~~ Shelby

I, W Jason Ingram hereby certify that Bradford G. Guthrie and Mary M. Guthrie

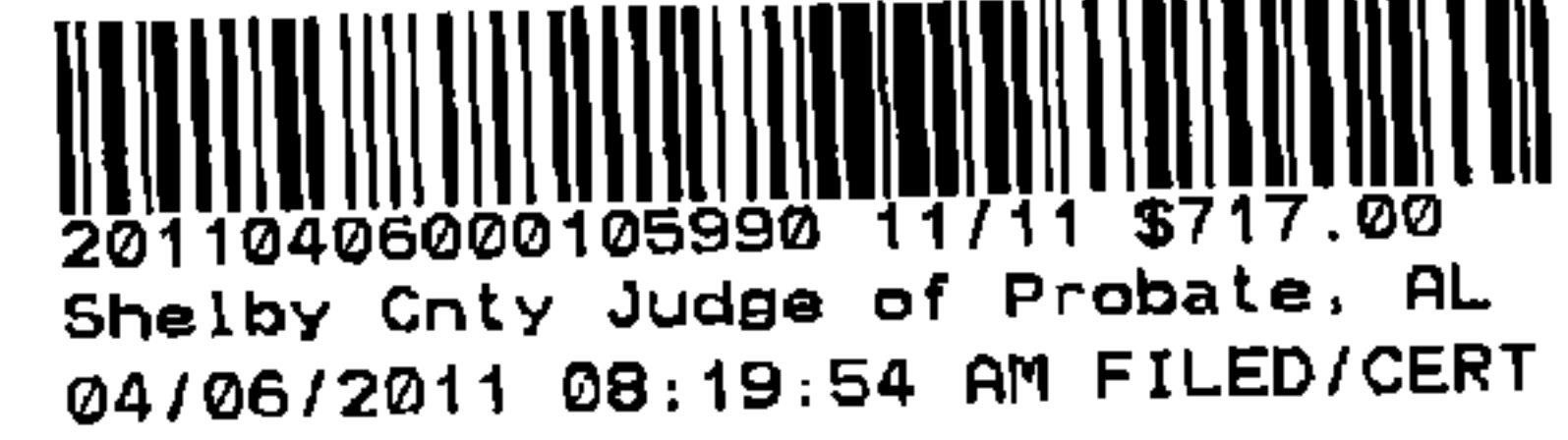
whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand this

9th day of March, A. D. 2011

W Jason Ingram
 (signature of officer) **W JASON INGRAM**
 My commission expires: **MY COMMISSION EXPIRES**
JULY 16, 2011

BSG
Mace





File No.: 110211

EXHIBIT A

Lot 48, according to the Survey of Oak Meadows, 2nd Sector, as recorded in Map Book 22, Page 79, in the Probate Office of Shelby County, Alabama.

Less and Except the following:

A part of Lot 48, Oak Meadows, 2nd Sector, as recorded in Map Book 22, Page 79, in the Probate Office of Shelby County, Alabama, and being more particularly described as follows:

Beginning at the Northwest corner of said Lot 48 and run in a Southerly direction along the Westerly line of said Lot for a distance of 182.94 feet to the Southwest corner of said Lot 48; thence turn an angle to the left of 118° 45' 20" and run in a Northeasterly direction along the Southerly line of said Lot 48 for a distance of 25.10 feet to a point; thence turn an angle to the left of 68° 35' and run in a Northerly direction for 172.28 feet to the point of beginning.

Situated in Shelby County, Alabama.

EXHIBIT “C”

20110406000106000 12/15 \$55.00
Shelby Cnty Judge of Probate AL
04/06/2011 08:19:55 AM FILED/CERT

FHA Case No.: 0117072946/972-255
Loan #: 300021886

**PLANNED UNIT DEVELOPMENT RIDER
(Home Equity Conversion Mortgage)**

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 9th day of March, 2011, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to Genworth Financial Home Equity Access, Inc. ("Lender") of the same date and covering the Property described in the Security Instrument and located at:

1000 KEITH CV, BIRMINGHAM, AL 35242
[Property Address]

The Property is a part of a planned unit development ("PUD") known as:

MEADOWBROOK
[Name of Planned Unit Development]

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

- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender or the Secretary require, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the payment of the premium for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 3 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are

BSS-1
MMZ

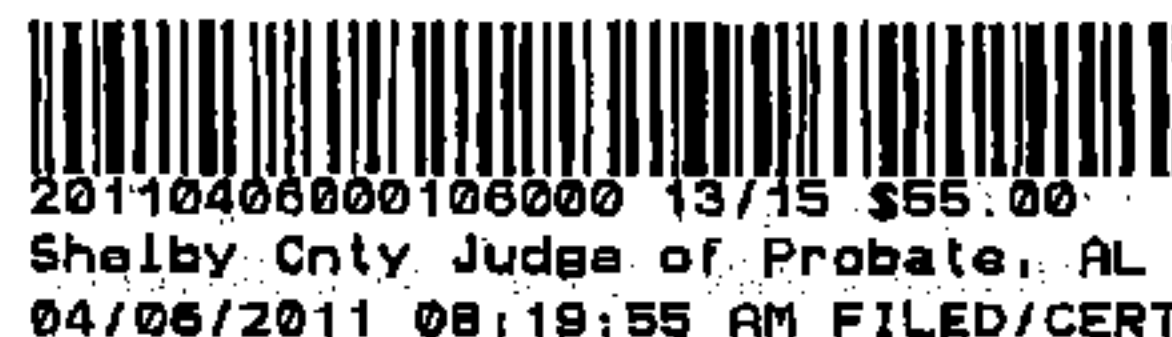


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Mortgage Cadence, LLC © 0351-(03/08)



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/30/2026 01:47:28 PM
\$83.00 PAYGE
20260330000091350

Allie S. Bayl



hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto

- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.
- C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate.

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

Bradford G Guthrie (Seal)
Borrower- **BRADFORD G GUTHRIE**

Mary M. Guthrie (Seal)
Borrower- **MARY M. GUTHRIE** signs as
Borrower solely for the purpose of waiving dower rights without personal obligation for payment of any sums secured by this Security Instrument.



Handwritten initials/signature