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## MORTGAGE

FHA Case No.

011:3246119

THIS MORTGAGE ("Security Instrument") is given on March 16 John R. Hassell and wife, Melanie J. Hassell The Morigagor is

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whose address is

3429 Wildewood Drive, Pelham, Alabama 35124

Union Planters National Bank

,("Borrower"). This Security Instrument is given to

which is organized and existing under the laws of the United States of America address is P. O. Box 470, Memphis, Tennessee 38101

. and whose

("Lender"), Borrower owes Lender the principal sum of SIXTY ONE THOUSAND SIX HUNDRED FIFTY SEVEN AND NO/100ths

Dollars (U.S. s 61,657.00

). This debt is evidenced by Borrower's note dated the same

this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2020 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 8 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note, For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with the power of sale, the following described property located in Shelby

Lot 14, Block 1, according to the Survey of Wildewood Village, First Addition, as recorded County, Alabama: in Map Book 8, page 38, in the Probate Office of Shelby County, Alabama.

The proceeds of this loan have been applied on the purchase

of the herein described property. Borrower covenants and agrees that if on any future date the above described property is declared by appropriate authority to be located in a special fileod hezard area, and the holder of the indebtedness, its successor or assigns, requires flood insurance and same is available under the National Flood Insurance Act of 1968 as amended by the Disaster Act of 1973, and/or subsequent aimiliar legislation, the Borrower will immediately secure and deliver to the Lender a flood insurance policy in an amount not leas then the minimum specified by the Lender with the first year premium paid in full. Borrower further agrees that a sum equal to 1/12 of the annual renewal premium will be paid monthly with the installments of principal and interest according and subject to the provisions and Lender's options contained in subsequent paragraphs hereof governing escrow for taxes, mortgage loan insurance, and hazand insurance. Borrower and Lender covenant and agree that the rights of acceleration, remedy, and reinstatement as set forth in other paragraphs hereof shall also apply to this covenant.

TRATHE ATTACHED ALABAMA HOUSING FINANCE AUTHORITY ADDENDUM TO MORTGAGE IS HEREBY INCORPORATED BY REFERENCE AND MADE A PART HEREOF AS IF SET OUT FULLY HEREIN.

which has the address of 35124 Alabama

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3429 Wildewood Drive, Pelham (ZIP Code), ("Properly Address");

(Street, CHY),

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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."

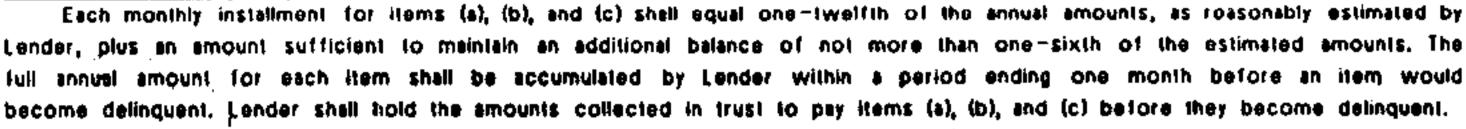
BORROWER COVENANTS that Borrower is lawfully selzed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the little to the Property against all claims and demands, subject to any encumbrances of record.

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any tate charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

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if at any time the total of the payments held by Lender for Items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay, the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Most Security Instruments insured by the Secretary are insured under programs which require advance payment of the entire mortgage, insurance premium. If this Security Instrument is or was insured under a program which did not require advance payment of the entire mortgage insurance premium, then each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower lenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender, has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower, Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all instalkments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First , to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium, unless Borrower paid the entire mortgage insurance premium when this 드Security Instrument was signed; 조 Second , to any taxes, sp

Second , to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance Third, to interest fourth, to amorti

Third, to interest due under the Note:

Fourth, to amortization of the principal of the Note;

fifth, to late charges due under the Note.

B00K 4. 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, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. 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 directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security instrument, first to any delinquent amounts applied in the order in Paregraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged properly. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. 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.

- 5. Preservation and Maintenance of the Property, Leaseholds. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect 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 property. 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.
- 6. 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.

If Borrower fails to make these payments or the payments 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 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.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument, these emounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any definquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal.

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Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. 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.

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- (a) Default, Lander may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
  - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
  - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
- (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security instrument if:
  - (i) All or part of the Property is otherwise transferred (other than by devise, or descent) by the Borrower, and
  - (ii) The Property is not occupied by the purchaser or grantee as his or her primary or secondary residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary."
- (c) No Walver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of HUD Secretary, in many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. 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 lien created by this Security Instrument.
- 11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest, Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. 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.
- 12. Successors and Assigns Bound; Joint and Several Liebtility; Co-Signers. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by making 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 Borrower designates by notice to Lender. 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.
- 14. 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.
  - 15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.
- 16. 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 the 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.

Bostower has not executed any prior assignment of the sents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

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 the Security Instrument is paid in full.

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 8, Lender may invoke the power of sale and any other remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

if Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in paragraph 13. 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.

- 18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
- 19. Walvers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.
- 20. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within sixty days from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph Q, 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 sixty days time from the date hereof, declining to insure this Security instrument and the note secured thereby, 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 solety due to Lenders failure to remit a mortgage insurance premium to the secretary.

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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 in a part of this Security Instrument. (Check applicable box(es)) Condominium Rider Adjustable Rate Rider Growing Equity Rider **Graduated Payment Rider** Planned Unit Development Rider Other BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with It. Witnesses: (Seal) Bette wet Berrower (Seai) Borro wer (Seal) Berrower FHA Alebame Mortgege-6/89 4FAL 1 Revised 12/15/89 STATE OF ALABAMA, County ss: SHELBY 16th . L the undersigned On this March 90 day of . 19 , a Notary Public in and for said county and in said state, hereby certify that John R. Hassell and wife, Melanie J. Hassell , whose name(s) are known to me, ecknowledged before me that, being informed of the contents foregoing conveyance, and who are act on the day the same bears date. executed the same voluntarily and as their t he y of the conveyancy. 16th day of March\_\_\_\_ Given under my hand and seal of office this My Commission expires: 3-10-9/ Netary Bullio Courtney H. Mason, Jr. This instrument was prepared by

100 Concourse Parkway, Suite 350

Birmingham, Alabama 35244

## ALABAMA HOUSING FINANCE AUTHORITY

## Single Femily Mortgage Revenue Bond Program 1989 Series B

## ADDENDUM TO MORTGAGE (FHA LOAMS ONLY)

the Mortgages. Union Planters National Bank or such of its successors or essigns as may by separate instrument assume responsibility for assuring compliance by the Mortgagor with the provisions of this Addendum, may declare all sums secured by this mortgage to be immediately due and payable if:

(a) all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower ("Mortgagor") to a purchaser or other transferse:

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- (1) who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 143(c) and (1)(2) of the internal Revenue Code; or
- (11) who has had a present ownership interest in a principal residence during any part of the three year period ending on the date of the sale or transfer, all as provided in Section 143(d) and (1)(2) of the internal Revenue Code (except that the language "100 percent" shall be substituted for "90 percent or more" where the latter appears in Section 143(d)(1); or
- (111) at an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences), all as provided in Section 143(e) and (1)(2) of the internal Revenue Code; or
  - (IV) whose family income exceeds 115% (100% in the case of family size of less than 3 persons) of applicable median family income (140% for a family) (120% in the case of family size of less than 3 persons in a targeted area residence), all as provided in Section 143(f) and (i)(2) of the internal Revenue Code; or
- (b) Borrower ("Mortgagor") fails to occupy the property described in the Mortgage without Lender's ("Mortgagee's") prior written consent; or
- (c) Borrower ("Mortgagor") omits or misrepresents a material fact in an application for this mortgage.

References are to the 1986 Internal Revenue Code In effect on the date of execution of the mortgage and are deemed to include the implementing regulations.

I CERTIFY THIS INSTRUMENT WAS FILED

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*1000ture: John R. Hand	I Melanie J. Hasse
Printed: John R. Hassell	Printed: Melanie J. Hassell
STATE OF ALABAMA )	•
SHELBY COUNTY )	
and the same of th	• ,
in said State, hereby certify the and wife, Melanie J. Hassell	
in said State, hereby certify the and wife, Melanie J. Hassell toregoing Addendum to Hortgage, before me on this day that, being Addendum to Hortgage, he/she/the the same bears date.	John R. Hassell  whose name(s) is/are signed to the and who is/are known to me, acknowledged as informed of the contents of the foregoing a executed the same voluntarily on the day
in said State, hereby certify the and wife, Melanie J. Hassell foregoing Addendum to Hortgage, before me on this day that, being Addendum to Hortgage, he/she/the the same bears date.  Given under my hand and official March	John R. Hassell  whose name(s) is/are signed to the and who is/are known to me, acknowledged ag informed of the contents of the foregoing by executed the same voluntarily on the day  seal this 1990.
in said State, hereby certify the and wife, Melanie J. Hassell foregoing Addendum to Hortgage, before me on this day that, being Addendum to Hortgage, he/she/the the same bears date.  Given under my hand and official March	John R. Hassell  whose name(s) is/are signed to the and who is/are known to me, acknowledged ag informed of the contents of the foregoing by executed the same voluntarily on the day  seal this 16th day of

Recording Fee ----

5. No Tax Fee-6. Certified Fee-

