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656457  
State of Alabama

ALFM

# MORTGAGE

FHA Case No. 011-3157005-203
---------------------------------

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 1ST, 19 90 .  
The Mortgagor is WILLIAM S. MCKEE AND CINDY N. MCKEE, HUSBAND AND WIFE

whose address is 3741 CHESTNUT RIDGE #109, BIRMINGHAM, AL 35216  
, ("Borrower"). This Security Instrument is given to  
NORWEST MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF MINNESOTA , and whose  
address is , P.O. BOX 9209, DES MOINES, IA 50306  
("Lender"). Borrower owes Lender the principal sum of  
EIGHTY ONE THOUSAND NINE HUNDRED THIRTY ONE AND 00/100

Dollars (U.S. \$ \*\*\*\*\*81,931.00). This debt is evidenced by Borrower's note dated the same date as this Security  
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on  
OCTOBER 1ST, 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 6 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  
XXXXXXXXXXXX SHELBY <sup>W SH</sup> County, Alabama:

Lot 13, according to the Survey of Carriage Hill, Phase II, as recorded in Map Book  
13, page 129, in the Probate Office of Shelby County, Alabama; being situated in Shelby  
County, Alabama.

313 PAGE 493  
The attached Alabama Housing Finance Authority Tax-Exempt Financing Rider and HUD/FHA  
Deed of Trust/Mortgage Rider are hereby incorporated by reference and made a part  
hereof as if set out fully herein.

The proceeds of this loan have been applied to the purchase price of the property  
described herein conveyed to mortgagors simultaneously herewith.

TAX STATEMENTS SHOULD BE SENT TO:  
NORWEST MORTGAGE, INC., P.O. BOX 9209, DES MOINES, IA 50306  
which has the address of XXXX CARRIAGE DRIVE, ALABASTER (Street, City),  
Alabama 35007 (ZIP Code), ("Property Address");

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 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.

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 late 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.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

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 tenders 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 installments 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 Security Instrument was signed;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

**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 Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. 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 amounts 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 delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal.

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.

(a) Default. Lender 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, 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 sold or otherwise transferred (other than by devise, descent or operation of law) by the Borrower,

(ii) ~~THE LENDER HAS BEEN ADVISED BY THE SECRETARY THAT THE BORROWER IS IN VIOLATION OF THE REQUIREMENTS OF THE SECRETARY AND THAT THE LENDER IS REQUIRED TO TAKE IMMEDIATE ACTION TO PROTECT THE INTERESTS OF THE LENDER AND THE OTHER PARTIES TO THIS SECURITY INSTRUMENT.~~

- (iii) The credit of the purchaser or grantee has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. 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 Waiver. 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 Liability; 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 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 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.

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 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.

W S M  
C N M  
L P T.  
NORWEST,  
INC.



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

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this 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 XXXXXXXXXXXX SHELBY <sup>DCA</sup><sub>CWM</sub> 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. Waivers.** Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

\* PERMITTED BY APPLICABLE LAW. LENDER SHALL BE ENTITLED TO COLLECT ALL EXPENSES INCURRED IN PURSUING THE REMEDIES PROVIDED IN THIS PARAGRAPH 17, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF TITLE EVIDENCE.

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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☐ Planned Unit Development Rider☐ Adjustable Rate Rider☐ Graduated Payment Rider☐ Growing Equity Rider☐ Other

WSA  
CMM HUBERHA SECURITY  
INSTRUMENT RIDER and  
TAX-EXEMPT FINANCING RIDER

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:**

William S M<sup>c</sup>Kee (Seal)  
WILLIAM S. MCKEE -Borrower

CINDY N. MCKEE (Seal)  
CINDY N. MCKEE -Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
-Borrower

Page 4 of 4

**STATE OF ALABAMA,**

JEFFERSON

**County ss:**

On this 1st day of October, 1990, I, the undersigned

On this 1st day of October, 1990, I, the undersigned, \_\_\_\_\_, a Notary Public in and for said county and in said state, hereby certify that WILLIAM S. MCKEE AND CINDY N. MCKEE, HUSBAND AND WIFE

foregoing conveyance, and who ARE known to me, acknowledged before me that, being informed of the contents of the conveyance, they executed the same voluntarily and as their act on the day the same bears date.  
Given under my hand and seal of office this 1st day of October, 1990.

**My Commission expires: August 27, 1992**

**Notary Public**

**This instrument was prepared by**

NORWEST MORTGAGE, INC.  
2700 BYRD DRIVE  
SUITE 100  
BIRMINGHAM, AL 352090000



## HUD/FHA DEED OF TRUST/MORTGAGE RIDER

This Rider made this 1st day of October 1990, modifies and amends that certain Deed of Trust or Mortgage (Security Instrument) of even date herewith given by the undersigned ("Borrower") to secure Borrower's Note to  
NORWEST MORTGAGE, INC.

("Lender") as follows:

The following paragraph is in substitution and in lieu of paragraph 9(b) of the Security Instrument:

**9(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.

Except as modified herein the Security Instrument referenced above is and shall remain in full force and effect.

William S McKee  
Borrower WILLIAM S. McKEE

Cindy N McKee  
Borrower CINDY N. McKEE

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

# TAX-EXEMPT FINANCING RIDER

## ALABAMA HOUSING FINANCE AUTHORITY Single Family Mortgage Revenue Bond Program 1990 Series B

THIS TAX-EXEMPT FINANCING RIDER is incorporated into and shall be deemed to amend and supplement the Mortgage of the same date given by the undersigned ("Borrower" or "Mortgagor") to \_\_\_\_\_ ("Lender" or NORWEST MORTGAGE, INC.

"Mortgage") and covering the property described in the Mortgage and located at \_\_\_\_\_ 138 Carriage Drive, Alabaster, Alabama 35007. In addition to the covenants and agreements made in the Mortgage, Borrower and Lender further covenant and agree as follows:

Lender, or such of its successors or assigns as may by separate instrument assume responsibility for assuring compliance by the Borrower with the provisions of this Tax Exempt Financing Rider, may require immediate payment in full of all sums secured by this Mortgage if:

(a) All or part of the property described in the Mortgage is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower to a purchaser or other transferee:

(i) 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 (i)(2) of the Internal Revenue Code; or

(ii) 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 (i)(2) of the Internal Revenue Code (except that "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section 143(d)(1); or

(iii) 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 (i)(2) of the Internal Revenue Code; or

(iv) Who has a gross family income in excess of 115% of the applicable median family income (140% of the applicable median family income for a purchaser or transferee of a residence in a targeted area), except that 100% and 120% shall be substituted for 115% and 140%, respectively, if the purchaser or other transferee has a family of fewer than 3 individuals, all as provided in Sections 143(f) and (i)(2) of the Internal Revenue Code; or

(b) Borrower fails to occupy the property described in the Mortgage without prior written consent of Lender or its successors or assigns described at the beginning of this Tax Exempt Financing Rider, or

(c) Borrower omits or misrepresents a fact that is material, including without limitation, with respect to the provisions of Section 143 of the Internal Revenue Code in an application for the loan secured by 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Tax-Exempt Financing Rider.

IN WITNESS WHEREOF, the Borrower has executed this Tax-Exempt Financing Rider and Addendum on this 1st day of October, 1990.

Signature: William S. McKee

Printed: WILLIAM S. McKEE

Signature: Cindy N. McKee

Printed: CINDY N. McKEE

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT WAS FILED

90 OCT -8 PM 12:30

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, William S. McKee, a Notary Public in and for said county, in said State, hereby certify that WILLIAM S. McKEE and wife, CINDY N. McKEE whose name(s) is/are signed to the foregoing Tax-Exempt Financing Rider, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Tax-Exempt Financing Rider, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of October, 1990.

Notary Public

(S E A L)

My Commission Expires: August 27, 1992

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1	123.80
2	13.80
3	5.80
4	1.00
Total	144.40

# ASSIGNMENT OF MORTGAGE

STATE OF ALABAMA )

JEFFERSON COUNTY )

FOR VALUE RECEIVED, the undersigned NORWEST MORTGAGE, INC. organized and existing under the laws of the State of Minnesota does hereby GRANT, BARGAIN, CONVEY, ASSIGN AND DELIVER unto Real Estate Financing, Inc., a corporation, its successors and assigns, that certain mortgage executed by William S. McKee and wife, Cindy N. McKee to NORWEST MORTGAGE, INC. in the principal sum of \$ 81,931.00 dated the 1st day of October, 1990 and filed for record on the 8th day of October, 1990, in the Office of the JUDGE OF PROBATE of Shelby County, Alabama, in Mortgage Book No. 313, on page number 493, together with the debt thereby secured and the note therein described and all interest of the undersigned in and to the lands and property conveyed by said mortgage.

TO HAVE AND TO HOLD unto the said Real Estate Financing, Inc., its successors and assigns, FOREVER.

IN WITNESS WHEREOF, the said NORWEST MORTGAGE, INC. has caused this instrument to be executed in its name by Don W. Williams, Jr. its Assistant Vice President and its corporate seal to be hereto affixed and attested by Patrice Thetford its Closing Coordinator, both of whom are thereunto duly authorized, this the 1st day of October, 1990.

NORWEST MORTGAGE, INC.  
(Lender's Name)

BY: [Signature]  
Name  
Title Asst. Vice President

ATTEST: (affix corporate seal)

BY: [Signature]  
Name  
Title Closing Coordinator

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
90 OCT -8 PM 12:32

[Signature]  
JUDGE OF PROBATE

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said State, do hereby certify that Don W. Williams, Jr. and Patrice Thetford whose names as Assistant Vice President and Closing Coordinator respectively, of Norwest Mortgage, Inc., are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, they, as such authorized representatives and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 1st day of October, 1990

[Signature]  
Notary Public, Alabama, State at Large

My Commission Expires February 20, 1991

My commission expires:

This instrument was prepared by  
DAVID F. OVSON, Attorney at Law  
728 Shades Creek Parkway, Suite 120  
Birmingham, Alabama 35209

[Signature]  
David Ovson

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