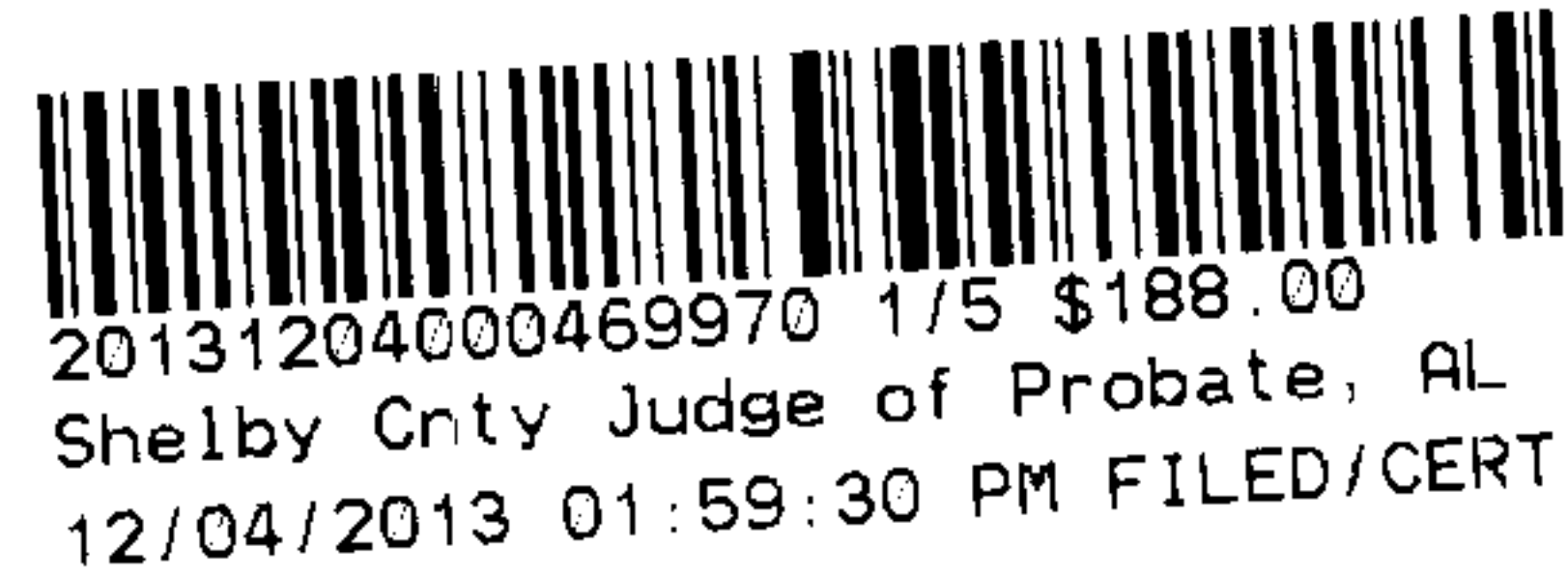


R. Timothy Estes, Esq.  
**ESTES, SANDERS & WILLIAMS, LLC.**  
 4501 Pine Tree Circle  
 Vestavia Hills, Alabama 35243



**COUNTY OF SHELBY** )


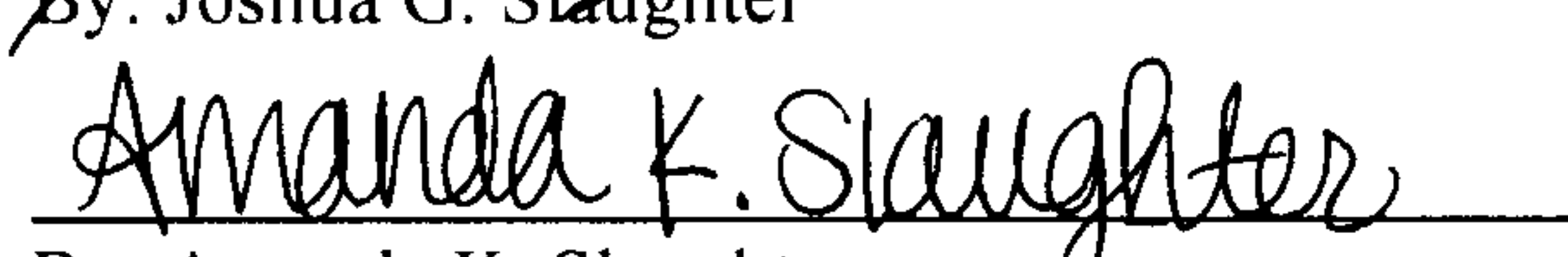


**BUT THIS CONVEYANCE IS INTENDED TO OPERATE AS A MORTGAGE AND IS SUBJECT TO THE FOLLOWING CONDITIONS:**

If Mortgagors pay the indebtedness hereby secured as it becomes due and payable as herein provided, and all covenants and agreements herein are kept and performed, then this conveyance shall be null and void and Mortgagee shall release this Security Instrument.

If there is a default in the payment by more than thirty (30) days, then the whole of said indebtedness shall immediately become due and payable, and said Mortgagee, or assigns, is hereby authorized and empowered to take possession of said property, and with or without taking possession, sell the same before the Courthouse door in the City of Columbiana, County of Shelby, Alabama, at public outcry to the highest bidder for cash, in bulk or in parcels as said Mortgagee may deem fit, after giving written notice of the time, place, and terms of sale together with a description of the property to be sold, by publication once a week for three successive weeks in a newspaper published in said County; and upon payment of the purchase money, said Mortgagee or the auctioneer or any person conducting said sale is hereby authorized to execute and deliver to the purchaser a foreclosure deed to the property so purchased. The proceeds of such foreclosure sale shall be applied: first, to the payment of expenses incurred in making the sale, including reasonable attorney's fees; second, to the payment of the amount that may be due on the debt secured by this mortgage with all interest due respectively thereon to the date of such sale; third, the balance, if any, shall be paid to Mortgagors or any party or parties entitled thereto.

**BY SIGNING BELOW**, Borrowers/Mortgagors accept and agree to the terms and covenants contained in this Security Instrument this 15<sup>th</sup> day of November, 2013.

  
By: Joshua G. Slaughter  
  
By: Amanda K. Slaughter

\_\_\_\_\_[Space Below This Line For Acknowledgment]\_\_\_\_\_

STATE OF ALABAMA )

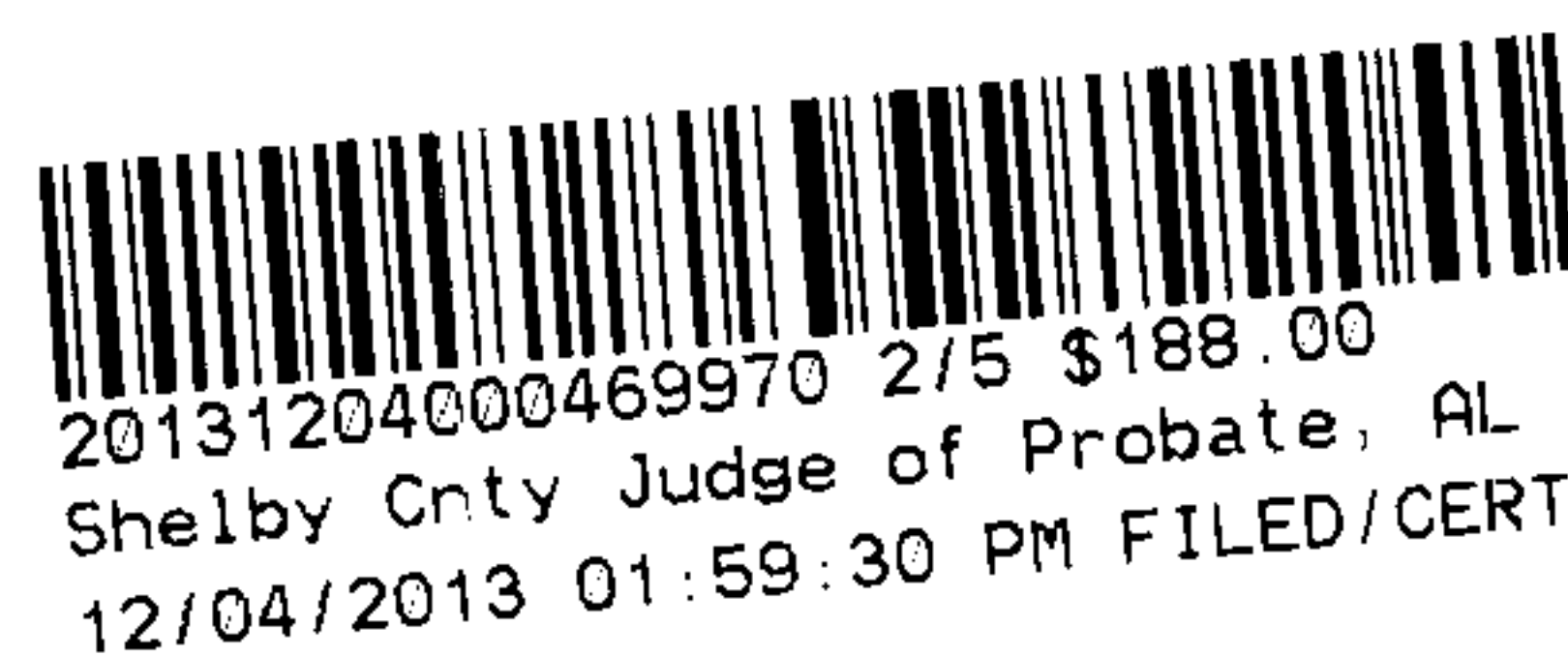
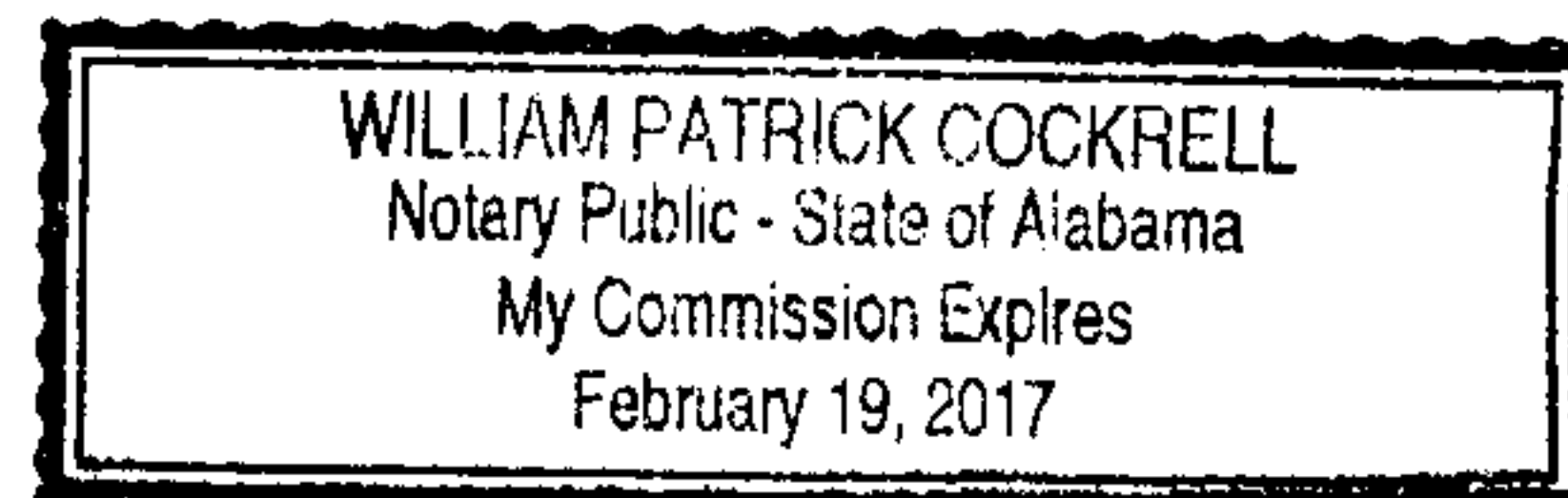
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Joshua G. Slaughter and Amanda K. Slaughter, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand and Official seal this 15<sup>th</sup> day of November, 2013

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 2-19-17

*This Instrument Prepared by:*  
R. Timothy Estes, Esq.  
Estes, Sanders & Williams, LLC.  
4501 Pine Tree Circle  
Vestavia Hilla, Alabama 35243



## PLANNED UNIT DEVELOPMENT RIDER

Loan Number:

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15<sup>th</sup> day of November 2013, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to First National Bank of Talladega

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

104 Thatcher Road, Vincent AL 35178

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **Covenants, Conditions and Restrictions of Record**.

(the "Declaration"). The Property is a part of a planned unit development known as

Wyndsor Trace

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

MULTISTATE PUD RIDER M Single Family M Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3150 1/01

MULTISTATE

ITEM 1622L1

(042009)

20131204000469970 3/5 \$188.00  
Shelby Cnty Judge of Probate, AL  
12/04/2013 01:59:30 PM FILED/CERT

GreatDocs®

(Page 1 of 3)



**Loan Number.**

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

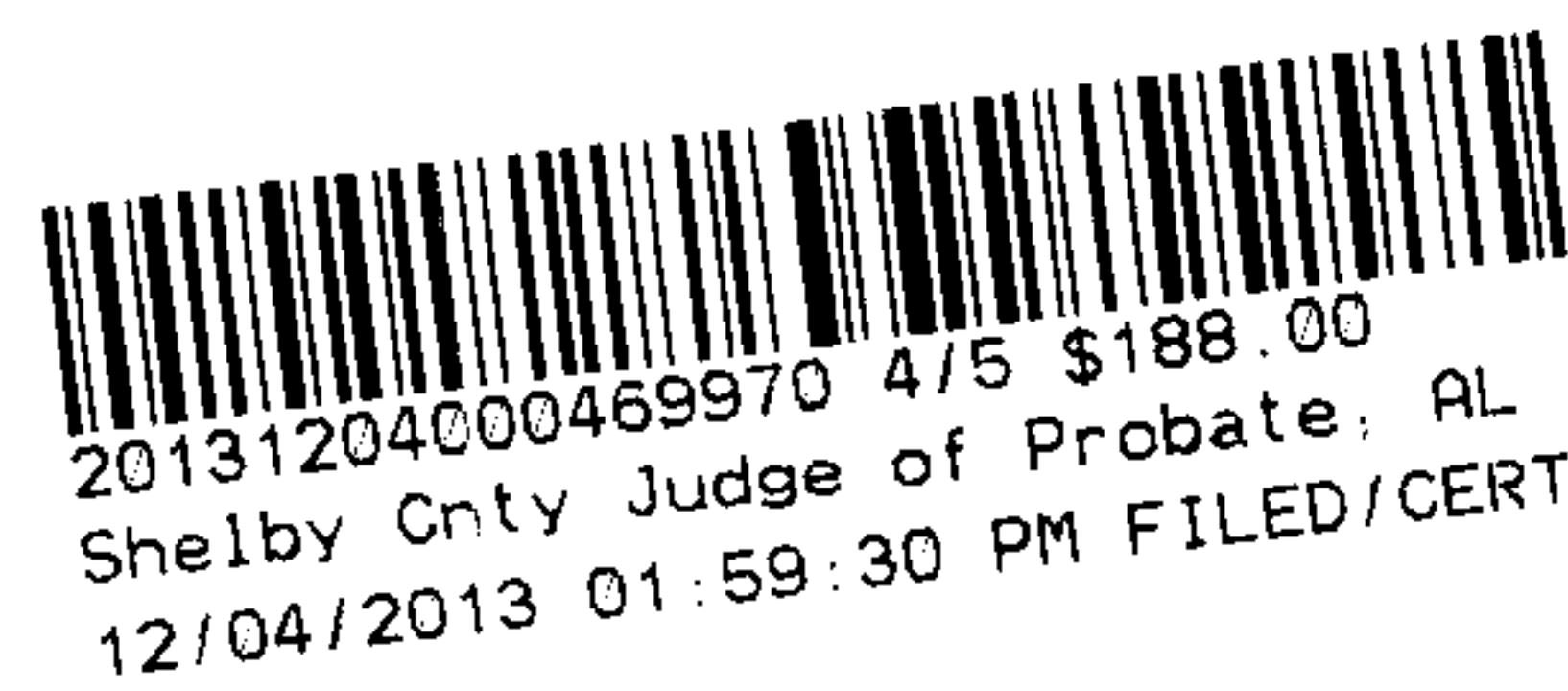
In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F 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 and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.



**MULTISTATE PUD RIDERM Single FamilyM Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**Form 3150 1/01**

**MULTISTATE**  
ITEM 1622L2  
(042009)

**GreatDocs®**  
(Page 2 of 3)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this PUD Rider.

Amanda K. Slaughter (Seal)  
Amanda K. Slaughter -Borrower

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

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

Form 3150 1/01

GreatDocs<sup>®</sup>  
(Page 3 of 3)



20131204000469970 5/5 \$188.00  
Shelby Cnty Judge of Probate, AL  
12/04/2013 01:59:30 PM FILED/CERT