

THIS INSTRUMENT WAS PREPARED BY:

233

Name: H. B. Nelson, Jr.

Address: P. O. Box 43248; Birmingham, Alabama 35243

STATE OF ALABAMA)

D E E D

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of SIXTY FOUR THOUSAND ONE HUNDRED DOLLARS AND NO CENTS (\$64,100.00) to the undersigned GRANTOR, 2154 Trading Corporation, a corporation, d/b/a INVERNESS, (herein "GRANTOR") in hand paid by DALE C. DIXON AND J. GAIL DIXON (WIFE)

(herein referred to as "GRANTEE"), the receipt of which is hereby acknowledged the said GRANTOR does by these presents, grant, bargain, sell and convey unto the said GRANTEE, the following described real estate, situated in Shelby County, Alabama, to-wit:

Condominium Unit Number 107 of CAMBRIAN WOOD CONDOMINIUM, a condominium according to the Declaration of Condominium Ownership of CAMBRIAN WOOD CONDOMINIUM recorded in Book 12, beginning at page 87, and amended by Misc. Book 13, page 2; Misc. Book 13, page 4 and Misc Book 13, page 344, in the office of the Judge of Probate of Shelby County, Alabama.

Together with an undivided .0133124 percent interest appurtenant to said unit in the common elements as set forth in Exhibit C of said Declaration, and

Together with all of its appurtenances according to the Declaration.

This conveyance is subject to the following:

1. Ad valorem taxes due and payable October 1, 1978.
2. Easements, rights of way, setback lines of record and any applicable zoning ordinances.
3. Mineral and mining rights not owned by GRANTOR.
4. Subject to all of the provisions of the aforesaid Declaration of Condominium Ownership; and the GRANTEE assumes and agrees to observe and to perform all obligations of GRANTEE under the Declaration, including but not limited to the payment of assessments for the maintenance and operation of the aforesaid Unit and condominium.

TO HAVE AND TO HOLD, to the said GRANTEE, its successors and assigns forever.

BOOK 311 PAGE 393

19780410000042790 1/3 \$.00
Shelby Cnty Judge of Probate, AL
04/10/1978 12:00:00AM FILED/CERT

Gail Watson

IN WITNESS WHEREOF, the GRANTOR has caused this conveyance to be executed by the respective duly authorized officer thereunto on this the 24th day of March, 1978.

2154 TRADING CORPORATION

By [Signature]
Vice President

STATE OF Georgia)

COUNTY OF DeKalb)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that C. E. [Signature], whose name as Vice President of 2154 Trading Corporation, a corporation, 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, as such officer 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 24th day of March, 1978.

[Signature]
Notary Public

Notary Public Georgia State at Large
My Commission Expires: 2-17-81



19780410000042790 2/3 \$.00
Shelby Cnty Judge of Probate, AL
04/10/1978 12:00:00AM FILED/CERT

BOOK 311 PAGE 334

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 6th day of April 1978, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to United Federal Savings and Loan Association (herein "Lender") and covering the Property described in the security instrument and located at 107 Cambrian Way, Cambrian Woods, Birmingham, Alabama, 35243 (Property Address)

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as (Name of Condominium Project) (herein "Condominium Project").

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

B. Hazard insurance. So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the Property;

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied; and

(iii) the provisions in Uniform Covenant 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Uniform Covenant 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, if any, paid to Borrower.

C. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided 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 material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

D. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the security instrument, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

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

1978 APR 10 AM 8:38

Thomas A. Snowdon, Jr.
JUDGE OF PROBATE

Deed 13.00
Rec. 4.50
Incl. 1.00
18.50

Dale C. Dixon and wife
Dale C. Dixon

--Borrower

J. Gail Dixon
J. Gail Dixon

--Borrower

See mtg. 376-610