## MORTGAGE

	02/03/1981 00:00:00 FILED/CERTIFIE
Copmany, Inc. under the laws of Delaware	18th
five bundred and no/100	nder in the principal sum of .Sixty-seven .thousand
Mortgage, and the performance of the coven of any future advances, with interest thereof "Future Advances"), Borrower does hereby	ent of the indebtedness evidenced by the Note, with interest thereon, the series, advanced in accordance herewith to protect the security of the sants and agreements of Borrower herein contained, and (b) the repayment, made to Borrower by Lender pursuant to paragraph 21 hereof (hereing grant and convey to Lender and Lender's successors and assigns, with the county of . Shelby
	ey of Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, enport's addition to Riverchase West, Sector 2 as
	40, in the office of the Judge of Probate, Shelby
•	been applied on the purchase price of the property nortgagor simultaneously herewith.

which has th	a address of 611	Mountain	Laurel	Court	lini t	म	Birmingham,		
winch has to	e addiess of . Y++.	* ********	بدیت برین برین Stree		.4446.	. + 3.		[City]	,
4 7 7	25211								

Alahama. 35244........(herein "Property Address");
[State and Zip Code]

Probleve and to Hour such property unto Lender and Lender's successors and assigns, forever, together with an absolute to the property of the property, and all easements, rights, apportenances returning the property, and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate Within Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower coverants that Perrower is it efully seised of the estate hereby convoyed and has the right to mortgogic gran, and convex to. Property that the Property is unencombered, and that Borrower will warrant and defend generally the file to the Property against all of the control of demands, subject to any declarations, easements or restrictions for eclips as administration to a regions to control in the file to the property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

4. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, propayment and late charges as provided to the Note, in the principal of and interest on any Funae Advances seemed by this Mortgage.

2. Panels in Tures and lasurance. Subject to applicable law or to a vention webser of Lunder. Borns or shad pay to Lander on the day monthly installments of principal and interest are payable under the Netz, that the Nete is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly prematent installments for hazard insurance. plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated indially and from

time to time by Lender on the basis of assessments and bills and reasonable estimates thereof The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at t'e time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Berrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due. Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date motice is mailed

by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Romower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Leader under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and

principal on any Future Advances.

were a part hereof.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by 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; provided, that Lender shall not require that the amount of

such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the pelicies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property: Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development. Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided

that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property. 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned

and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage. with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date such notice is mailed. Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration, or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of

such installments.

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10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured. by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder. or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right, or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's

right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or

remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively. 13. Successors and Assigns Bound; Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The esptions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to Borrewer provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage: Governing Law: Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this

end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time

of execution or after recordation hereof.

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrewer without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage. (b) the creation of a purchase money security interest for household appliances. (c) a transfer by devise. descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be inimediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender. Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate. Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

(8). Accessabler: Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or are some next heartened in this by origing, including the covenies to pay when one any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrawer of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified to the mater. Lender at Lender's option may declare all of the same eccurs? by this Martmage to be in an dividy dia and passible without further demand and has likely the power of sale and any other remedies permitted by our fieldle last. Lender shall be entained to collect the a canade color and concurred in pursuing the remedies provided in this naragraph 18, including, and not the and the research of all arms, it is

3r Lender involves the power of sale benoer shell mell a hope of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale once a week for three consecutive weeks in some newspaper published in Shelby ..... County, Alabama, and thereugan shad sell be Property to the highest Plader at paintier auction at the front door of the County Courthouse of said County. Lender shall deliver to the parchaser Annalysis acces conveying the Projectly so soid. Lander or Leader's designee in 6 perchase one exagerty at may role. If it is set inventions and agrees that the proceeds of the rale shall be applied in the following orders the real and anti-costs arte general lie ale, including has nor limited by reasonable maders. It is not not included become and the on and by this Albert, were write (c) to come on thomas the precious or proceedings with a thomas of

The Balancel's erant to excussion become tending I called as a contraction of the most all by the school of the significant Mairi or shall have the right to have an processing begun in tradic to entend that Imagests decoadoused at any time prior to the carlier to occur of (i) the fifth day before sale of the Property pursuant to the private of rise contained in this Mortgage or fib entry of a padgment enforcing this Mortgage if var Borrower pala? I maler all value of the world be then due under this Montage, the Mose and notes securing Future Advances, if any, had no acceleration o controli, (%). Borrower cures all breaches of any other covenants reaggeometric of Derrower contained in this Mortgage, to Gerra ver pays off. "visonable expenses incurred by Lender in entorcing the covenants and agreements of Borrower contained in this Mongage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lieux i dis. Mostgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue uniquaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured thereby shall reaching a full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property. Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account for only those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when

evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall rélease this Mortgage, without charge to Borrower. Borrower shall pay all costs of recordation, it any.

23. Waiver of Homestead, Dower and Curtesy. Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all right of dower and curtesy in the Property.

In Witness Whereof, Borrower has executed this Mortgage.

Signed, sealed and delivered in the presence of:
Joseph Thomas Barnett, Jr. Journal - Source
State of Alabama, . Jefferson
On this18thday of December, 1980, I, Affic.L. Martin
foregoing conveyance, and whoisknown to me, acknowledged before me that, being informed of the contents of the conveyance,he. executed the same voluntarily and asleisact on the day the same bears date.
Given under my hand and seal of office this the 18th day of December
My Commission expires: 4-6-82  My Commission expires: 4-6-82  Notary Public
This instrument was prepared by . Karen Patton - Engel Mortgage Company, Inc. P.O. Box 847, Birmingham, Alabama 35201
(Space Below This Line Reserved For Lender and Recorder)

## PLANNED UNIT DEVELOPMENT RIDER

This Planned Unit Development ("PUD") Rider is made this 18th	day of
December, 19.80., and is incorporated into and shall be deemed to a	
a Morigage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even of the undersigned (herein "Borrower") to secure Borrower's Note to Engel Mortgage Company	, , , , , , , , , , , , , , , , , , ,
	erty described in the
security instrument and located at. 611 Mountain Laurel Court., Unit F. Birmingha (Property Address)	am, ALahama3524
other such parcels and certain common areas and facilities, all as described in Declaration of Covenants, Agreements, Easements, Charges and Liens for Riverchase	g, which, together with of Protective
(herein "Declaration"), forms a planned unit development known as. Riverchase	· • • • • • • • • • • • • • • • • • • •
(Name of Planned Unit Development) (herein "PUD").	

PLANNED UNIT DEVELOPMENT 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: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document required to establish the homeowners association or equivalent entity managing the common areas and facilities of the PUD (herein "Owners Association"); and (iii) by-laws, if any, or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association.
- B. Hazard Insurance. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the common areas and facilities of the PUD, 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. 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 common areas and facilities of the FUD, 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 in the manner provided under Uniform Covenant 9.
- D. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, consent to:
  - (i) the abandonment or termination of the PUD;
- (ii) any material amendment to the Declaration, trust instrument, articles of incorporation, by-laws of the Owners Association, or any equivalent constituent document of the PUD, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the common areas and facilities of the PUD;
- (iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the PUD; or
- (iv) the transfer, release, encumbrance, partition or subdivision of all or any part of the PUD's common areas and facilities, except as to the Owners Association's right to grant easements for utilities and similar or related purposes.
- E. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due planned unit development 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 PUD Rider.

Joseph Thomas Barnett, Jr. Borrowe

ADDITIONAL COVENANT. In addition to the covenants and agreements made in the Mortgage, Borrower and Lender further covenant and agree as follows:

A. Notwithstanding the provisions of paragraph 17 of the Mortgage (i) upon a sale or transfer of the Property, the interest rate on the Note may not be changed; (ii) upon a sale or transfer of the Property, subject to the Mortgage and without the release of Borrower from Borrower's obligations under the Mortgage and Note, the indebtedness secured by the Mortgage may not be accelerated; and (iii) upon the sale or transfer of the Property to an Eligible Borrower within two (2) years following the date of the Mortgage in accordance with the terms and conditions of the Single Family Mortgage Revenue Bond Program, 1980 Series A, of the Alabama Housing Finance Authority, Borrower may be released in accordance with the provisions of paragraph 17 of the Mortgage.

IN WITNESS WHEREOF, Borrower has executed this Rider No. 1 and by ita acceptance hereof Lender, its successors and assigns, agree to the covenants herein contained.

STATE DEALA. SHELBY CO TOERNIET THIS CONTROLLED WAS INCLED

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HOUSE OF PROBATE

Rue 9.00 Inch. 1.00 NO 77 COUNTY

Borrower

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STATE OF ALA. SHELDY CO.

Joseph Thomas Barnett, dr.

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