## MORTGAGE

FHA#011-231703-566

With Addendum for Repayment of Section 235 Assistance

THE STATE OF ALABAMA. SHELBY

## KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned Randy Keith Lingo and wife, Kathy T. Lingo Shelby Alabaster . County of , of the City of , party of the first part (hereinafter called the Mortgagor), has become justly and State of Alabama indebted unto the Secretary of Housing and Urban Development, whose address is:

Washington, D. C. , party of the second part (hereinafter called the Mortgagee), in the full sum of

One Hundred Twenty Two Thousand Forty and No/100---- Dollars (\$ 122,040.00 but not to exceed an amount computed under the terms of a note executed by said party of the first part on August 26, 1982 , with interest, if any, according to the terms of the not 

X CIO DEC CORONA DE CONTRACTO DE LA CONTRACTO DE CONTRACT XIGHTE DIGGORD RECEIVANT HORIZONIC DIGGORD REPRESENTE AND A DE CONTRACTORIZACO HER YARREST MANAGER POST CONTRACTORIZACION AND ARTE POST CONTRACTORIZACION ARTE POST CONTRACTORIZACION AND ARTE POSTA OSSIVATION .

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WHEREAS the said Mortgagor is desirous of securing the prompt payment of said notexand/thexacutal/installors/ ηκικετρωτχικιτατέχει ματιθυκουτική καταχείται κάρει ματροποργακί ματαξικό any additional indebtedness accruing to the Mortgagee on account of any future payments, advances, or expenditures made by the Mortgagee as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1) to the undersigned Mortgagor Fandy Keith Lingo and wife, Kathy T. Lingo in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt payment of said indebtedness as it becomes due ... we the said

Emdy Keith Lingo and wife, Kathy T. Lingo

do hereby grant, bargain, sell, and convey unto the said Mortgagee the following described real property situated in Shelby County, Alabama, to wit: 1422 at 960

Lot 41, according to the Survey of Woodland Hills, First

Phase, Fifth Sector, as recorded in Map Book 7, Page 152,

in the Office of the Judge of Probate of Shelby County,

Alabama.

Subject to existing easements, restrictions, set-back lines, rights of way, limitations, if any, of record.

This mortgage is second and junior to that certain mortgage to Engel Mortgage Company, inc., as recorded in 13 and 422 Page 957 in the Office of the Judge of Probate of Shelby County, Alabama.

together with the hereditaments and appurtenances thereunto belonging, and also together with all equipment and fixtures for heating and lighting now or hereafter installed therein by the Mortgagor.

TO HAVE AND TO HOLD the same with all the rights, privileges, and appurtenances thereunto belonging or in anywise

apportaining unto the said Mortgagee and assigns of the Mortgagee forever.

And the Mortgagor hereby covenants that seized of said real property in fee simple, and ha ve a they are good right to sell and convey the same; that the property is free from all encumbrances and that the Mortgagor, and Mortgagor's heirs, executors, administrators, next-of-kin, and assigns will forever defend the same unto the Mortgagee and assigns against the claims of all persons whomsoever;

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, and agreements, that is to say:

1. That the Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, MKKKAMAMOOUNT KOURT INCOMESTATIONAL RAYINGUES, POO y the policipal that we not provide and the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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NO TAX COLLECTED

Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby he Mingagor will pay to the Mortgagee, on the first day of each month until said note is fully paid, the following sums: (a) Animount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the nove secured here lare insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Uptan Develop. micht as allows. If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an (1) amount efficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide to holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Hous. ing Act, as an egited, and applicable Regulations thereunder; or If and so long as high note of even date and this instrument are held by the Secretary of Housing and Urbay Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-fielf (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments; (14) A sum equal to the ground rents, it my, heat due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the morigaged property plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground reats, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay and ground rents, premiums, takes, and special assess. ments, and All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be add. ed together and the aggregate amount thereof shall be gaid each month in a single proment to be applied by the Mortgagee to the following items in Page the order set forth: premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mort-(1) Bape involvance premium), as the case may be; Q! ground rents, taxes, special assessments, fire and other hazalt occurance premiums; (III) interest on the note secured hereby; and (IV) amortization of the principal of said note Any deficiency in the amount of any such aggregate monthly asyment shall, unless made good by the Mortgagor prior to the due date of the next such, payment, constitute an event of default under this mortrige. The Mortgagee may collect a "late charge" not to exceed four cents (14) for each dollar (51) of each payment more than filteen (15) days in argears to cover the extra expension olved in handling delinquent payments.

3. If the total of the payments made by the Morigagor under (b) of paragraph 2 preceding shall exceed the amount of the payments acually made by the Mortgagee for ground regis, taxes, assessments and insurance premiums, as the case may be, such excess, i he foun is current, at the option of the Mortgagor, shall be credited on the subsequent payments to be made by the Mortgagor, of refunded to the Mortgagor. If, how weer, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall iot be sufficient to pay ground tenes, taxes, assessments, and insurance premiums, as the case may be, when the same shall picone due and payable, than the Mortgagor will pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the dortgager shall tender to the Mortgagee, in payment of the entire indebtedness represented thereby the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of a) of paragraph 2 Meeof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Deveopiner I and any halance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall are a default ander any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the Mortgages acquired the property otherwise after default, the Mortgagee shall apply, at the time of commencement of such mocers and the time the property is otherwise acquired, the balance then remaining in the funds accumulated under b) integraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall Appenly adjust any payments which shall have been made under (a) of paragraph 2.

4. If the Storigagee shall be made a party to any suit involving the title to the property hereby conveyed and employs an attorney to epiesent it therein, or if the Mortgagee employs an attorney to assist in settling or removing any cloud on the title to the property hereby onveyed that purports to be superior to the lien of this mortgage in any respect, the Mortgagor will pay to the Mortgagee, when the same ecomes due, such attorney's fee as may be reasonable for such services, and if such fee is paid or incurred by the Mortgagee the same shall executed by the lien of this mortgage in addition to the indebtedness specially secured hereby and shall bear interest from the date it is aid or incurred and shall be at once due and payable.

5. So long as any of the indebtedness secured hereby shall remain unpaid, in whole or in part, the Mortgagor agrees to keep said premses and the improvements thereon in good condition, and to pay all assessments that may be levied or accrue upon said property, and all their charges that may become liens upon said premises, and not to permit any lien, which might take precedence over the lien of this mortage, to accrue and remain on said premises, or any part thereof, or on the improvements thereon.

6. The Mortgagor agrees to pay all taxes and assessments that may be assessed upon said property and all taxes except income taxes but may be assessed upon the Mortgagee's interest thereon or upon this mortgage or the moneys secured hereby, any law to the contrary ofwithstanding. Upon any violation of this undertaking, or the passage of any law imposing upon the Mortgagee the payment of any part of he taxes aforesaid, or upon the rendition by any court of last resort of a decision that the undertaking to pay the taxes as aforesaid is legalimportative, then, in any such event, the debt hereby secured shall at the Mortgagee's option, become immediately due and payable, aithout deduction, any law heretofore or hereafter enacted to the contrary notwithstanding.

That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from one to tone by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as ray be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has of been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof hall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event f loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its open either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclaric of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, tie and it terest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8 If the Mortgagor fails to insure said property as hereinahove provided, or to pay all or any part of the taxes or assessments levied, corned or assessed upon or against said property or the indebtedness secured hereby, or any interest of the Mortgagee in either, or fails to any immediately and discharge any and all liens, debts, and/or charges which might become liens superior to the lien of this mortgage, the dortgagee may, at its option, insure said property and/or pay said taxes, assessments, debts, liens, and/or charges, and any money which he Mortgagee shall have so paid or become obligated to pay shall constitute a debt to the Mortgagee additional to the debt hereby specially ecured, shall be secured by this mortgage, shall bear legal interest from date paid or incurred, and, at the option of the Mortgagee shall be immediately due and payable.

9. No failure of the Mortgagee to exercise any option herein given to declare the maturity of the debt hereby secured shall be taken or obstruct as a waiver of its right to exercise such option or to declare such maturity by reason of any past or present default on the part of the Mortgagor, and the procurement of insurance or the payment of taxes or other liens, debts, or charges by the Mortgagoe shall not be aken or construed as a waiver of its right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortga-or to procure such insurance or to pay such taxes, debts, liens, or charges.

10. As long as any of the indebtedness hereby secured shall remain unpaid the Mortgagor will neither commit nor permit waste on the denises hereby conveyed; and upon the commission of any waste thereon the Mortgager may, at its option, declare the entire indebtedness hereby secured to be at once due and payable. Nor will the Mortgagor remove any of the fixtures on the premises hereby conveyed so any of the indebtedness hereby secured shall remain unpaid.

## MORTGAGE

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## Addendum

The rights and obligations of the parties to the attached Mortgage are expressly made subject to this Addendum. If there is any conflict between the provisions of this Addendum and the provisions of the Mortgage, the provisions of this Addendum shall control.

- 1. The debt secured by this instrument shall include not only the Note recited above, but also any assistance paid by the Secretary in accordance with Section 235 of the National Housing Act on behalf of any party to the Mortgage (including any party who takes title to the property subject to the said Mortgage or assumes said Mortgage) identified as FHA Case No. 011-231703-566 (Insured Mortgage).
- 2. The debt will be due and payable when the first of the following occurs:
  - (a) Title to the Property is conveyed to a party who is not eligible for Section 235 mortgage assistance payments, or
  - (b) The property covered by the Insured Mortgage is rented for a period longer than one year.
- 3. If the Insured Mortgage is not paid in full when payment is due under Paragraph 2, the Secretary may defer payment until the Insured Mortgage is paid in full. If payment is deferred, the debt will bear interest at the rate of 14.00 percent per year from the date the debt is due under Paragraph 2 until the full amount of the debt and interest is paid.

In witness whereof, Borrower has executed this Addendum to the Mortgage.

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Borrower

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August 26, 1982

Date

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TATE	E OF ALABAMA		State OF ALS Toperation	USBELBY CO. FY THIS TO IS FILED	Bul 1.00	<del></del>	
Name	) John F. DeB	uys, Jr., Att	torney (A	ddress) — 2100-1 Birmir	L6th Avenue,	South <del>5205</del>	<del></del>
) This is	nstrument was prepar	red by:	,	<u></u>	<del></del>		Notary Public
	S whose my name	viiicias 3081 11	p	/4	74 Ei Tu		• •
bears o	date. IVEN under my hand	d and official seal th	sis 26th da	y of		August	19 82.
whose day the	By Keith Lingo names are sign at, being informed of	ined to the Joregoir	ng conveyance, and			-	ed before me on this on the day the same
1,	the undersign		; Ahmron Tinon		ic in and for said o	ounty, in said State	, hereby certify that
!	e of Alabama. Terson	COUNTY.				•	
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Rijio	ly lesth Linge	ngt	[SEAL]	Kathy T.	Tilligo )'	)~/43	[SEAL]
	Given under OU	hand	and seal	this the 26th	day of	lina - Augus	, , , ,
then th	his conveyance shall			akia aka 9K41	h dan ed	Augus	st 1982.
ា 19 ា shalt d	9. If the Mortgagor s to and perform all ac	shall well and truly is and agreements	pay and discharge to be done and per	e the indebtedness formed by the Mo	s hereby secured ortgagor under the	as it shall become d terms and provisio	ue and payable and ns of this mortgage,
nierot a the ba	and satisfaction of the dance, if any, shall be me shall be paid out o	e indebtedness her e-paid to the Mort	reby specially secu gagor. If this mort	ired with interest,	but interest to da	te of sale only shall	be charged; fourth,
18 Secons	B. The proceeds of a d, to the repayment of se necessary to pay f	aid sale shall be ap of any money, with	oplied: First, to the interest thereon, v	expenses of adve which the Mortgage	ee may have paid	or become liable to	pay or which it may
proper may bi	ase money, the Morta rty so purchased, and id at the sale and pure	d such purchaser's chase said property	hall not be held to ,, if the highest bid	inquire as to the i der therefor.	application of the	proceeds of such s	ale. The Mortgagee
Alaba	ima, at public outer; successive weeks pri	y, for cash, first ; or to said sale in se	giving notice of the ome newspaper of	he tim <b>e, place, a</b> i general circulation	nd terms of said n published in said	sale by publicatio dicounty, and, upon	n once a week for the payment of the
morbs:	age subject to forecle ed to enter upon and n the city of	osure, at the option	n of the Mortgage	e, without notice;	and the Mortgage	e shall have the rig	ht and is hereby au-
Cordin	ig to the terms thereomed, or if the interestance thereon, then,	of, or if the Mortga	igor shall fail to do e in said property l	oor perform any o becomes endanger	other act or thing ed by reason of t	herein required or a he enforcement of a	greed to be done or iny prior lien or en-
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a, and	any and all other law 5. The covenants, co	rs of like or similar, anditions, and agree	purport which may ements herein cont	hereafter be enac ained shall bind, a	ted. ind the benefits an	id advantages shall	inure to, the respec-
rights, indebt	benefits, and option tedness hereby secure tive terms and condi-	s hereafter conferi ed, and all extension	red upon mortgage ms and renewals th	debtors by law he ereof, and this mo	realter enacted; a ortgage shall each	and further covenar be enforceable in ac	it and agree that the cordance with their
unsters France	signed if more than o d on June 24, 1935, c	one, under and by vommonly referred	virtue of House Bil to as the Deficienc	II No. 422 of the L ry Judgment Act; a	egislature of Alab and further agree	ama of 1935, enact to waive and forego	ed into law and ap- any like or similar
anthe t	4. In consideration of that, in respect of the options, and rights of	of the making of the indebtedness seco	e loan secured by used hereby, they w	this mortgage, the aill forever waive,	e Mortgagor, bein , and they do here	by waive and give u	ip all benefits, privi-
not be person	3. Any promise made waised thereby, and rail property and agree	l as to such debts t es to pay a reasona	he Mortgagor waiv ble attorney's fee f	es all right of exer or the collection th	mption under the b hereof.	Constitution and las	ws of Alahama as to
note so I to be a	es, proceeds, and the educed hereby remain applied by it on accou	ning unpaid, are he int of the indebtedn	reby assigned by th less secured hereby	ie Mortgagor to the y, whether due or r	e Mortgagde and s	shall be paid forthwi	th to the Mortgagee
pal det 12	ht hereby secured. 2. That if the premis	es, or any part the	reof, be condemn	ed under any pow	er of eminent do	main, or acquired f	or a public use, the
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the Me withou premis	origages, and the Mo	the hinco ortgages may proce a receiver; but the	ed to collect the re	nt, income, and pr	ofits from the pre	nises upon such de	