## MORTGAGE

With Addendum for Repayment of Section 235 Assistance

THE STATE OF ALABAMA.

## KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned Margaret B. Eberhardt, an unmarried woman , of the City of Birmingham, . County of , party of the first part (hereinafter called the Mortgagor), has become just 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 One Hundred Three Thousand Eighty Two and 40/100 Dollars (\$ 103,082.40

but not to exceed an amount computed under the terms of a note executed by said party of the first part on December 16, 1982 with interest, if any, according to the terms of the XEXNOLULU ANALOGICALISM STATEMENT OF THE STATEMENT

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WHEREAS the said Mortgagor is desirous of securing the prompt payment of said notes and the securital stationaries. Applituation and an experimental content of the property of the property of the property and any additional indebtedness accoming to the Mortgo gee 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 Margaret B. Eberhardt in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt pay ment of said indebtedness as it becomes due the said mortgagor she

Margaret B. Eberhardt do hereby grant, bargain, sell, and convey unto the said Mortgagee the following described real property situated in County, Alabama, to wit: Shelby 246E 641

Lot 7, Block 5, according to the map and survey of Bermuda Hills, Second Sector, First Addition, as shown by Map Book 7, page 16, inthe Probate Office of Shelby County, Alabama.

Together with range/oven, dishwasher, vent fan and wall-to-wall carpeting located on said premises.

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 apputtenances thereunto belonging or in anywise appertaining unto the said Mortgagee and assigns of the Mortgagee forever.

And the Mortgagor hereby covenants that she is seized of said real property in fee simple, and ha B good right to sell and convey the same; that the property is free from all encumbrances and that the Mortgagor, and Mortga gor's heirs, executors, administrators, next-of-kin, and assigns will forever defend the same unto the Mortgagee and assign: against the claims of all pursons whomsoever;

THIS MORTGAGE IS HADE, however, subject to the following covenants, conditions, and agreements, that is to say: 3. That the Mortgagor t ill proteptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and X 100 DONO POLICE TO THE ROOM OF AN IN 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.

Editions and Form FHA-2100m, which are Chai

Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby the Magagor will pay to the Mortgagee, on the first day of each month until said note is fully paid, the following sums: (a) Anamount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the now secured here are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Lykan Development, a Collows: 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 amount afficient 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 with holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as ambeded, and applicable Regulations thereunder; or If and so long as sid note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twellth (1/12) of one half (1/2) per centum of the average outstanding halance due on the note computed without taking into account delinquencies or prepayments; (b) A sum equal to the ground rents, it my, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged properly plus taxes and assessments next due on the mortgaged properly fall 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 rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay so ground rents, premiums, taxes, and special assessments; and (c) All payments mentioned in the two preceding sub-actions of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be caid each month in a single proment to be applied by the Mortgagee to the following items in 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 mortgage insurance premium), as the case may be: ground rents, taxes, special assessments, fire and other hazard incurance premiums; (11) (118) 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 any ment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (\$4) for each dollar (\$1) of each payment more than fifteen (15) days in argeary to cover the extra expendinvolved in handling delinquent payments.

3. If the total of the payments made by the Mongagor under (b) of paragraph ? proceding shall exceed the amount of the payments actually made by the Mortgagee for ground repts, taxes, assessments and insurance remiums, as the case may be, such excess, i the loan is current, at the option of the Mortgagor, shall be credited on the subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, howser, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall

not be sufficient to pay ground repris, taxes, assessments, and insurance premiums, as the case may be, when the same shall become 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 Mortgagor 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 Mireof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default inder 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 proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall soperly adjust any payments which shall have been made under (a) of paragraph 2.

4. If the Mortgagee shall be made a party to any suit involving the title to the property hereby conveyed and employs an attorney to represent it therein, or if the Mortgagee employs an attorney to assist in settling or removing any cloud on the title to the property hereby conveyed that purports to be superior to the lien of this mortgage in any respect, the Mortgagor will pay to the Mortgagee, when the same becomes 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 be secured by the lien of this mortgage in addition to the indebtedness specially secured hereby and shall bear interest from the date it is paid 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 premises and the improvements thereon in good condition, and to pay all assessments that may be levied or accrue upon said property, and all other charges that may become liens upon said premises, and not to permit any lien, which might take precedence over the lien of this mort-

gage, to accrue and remain on said premises, or any part thereof, or on the improvements thereon.

6. The Morigagor agrees to pay all taxes and assessments that may be assessed upon said property and all taxes except income taxes that may be assessed upon the Mortgagee's interest thereon or upon this mortgage or the moneys secured hereby, any law to the contrary notwithstanding. Upon any violation of this undertaking, or the passage of any law imposing upon the Mortgagee the payment of any part of the 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 legalty inoperative, then, in any such event, the debt hereby secured shall at the Mortgagee's option, become immediately due and payable.

without deduction, any law heretofore or hereafter enacted to the contrary notwithstanding.

7. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of 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 of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest 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. accrued, or assessed upon or against said property or the indebtedness secured hereby, or any interest of the Mortgagee in either, or fails to pay immediately and discharge any and all liens, debts, and/or charges which might become liens superior to the lien of this mortgage, the Mortgagee may, at its option, insure said property and/or pay said taxes, assessments, debts, liens, and/or charges, and any money which the Mortgagee shall have so paid or become obligated to pay shall constitute a debt to the Mortgagee additional to the debt hereby specially secured, 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 construed 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 Mortgagee shall not be taken or construed as a waiver of its right to declare the muturity of the indebtedness hereby secured by reallon of the failure of the Mortga-

gor to produce such insurance or to pay such taxes "debts. Bens, 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 premises hereby conveyed; and upon the commission of any waste thereon the Mortgagee 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 long as any of the indehtedness hereby secured shall remain unpaid.

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	terms or conditions herebe the Mortgagee, and the Mosthout the appointment premises by electing to co Mortgagee prior to forect fee incurred, shall be cred- nal debt hereby secured.	by, all the rents, income fortgagee may proceed of a receiver; but the ollect the rents thereun osure of this indebted lited first, on the advantage of the control of of the contr	e, and profits Irom to to collect the rent. Mortgagee shall no der, but may at any ness, less the cost of nees with interest the	the premises are here income, and profits to hereby become bo time terminate the same recon, then upon the	by transferred, assigned, selfor the premises upon sucund by the terms of any leading. Any rents, income, and including any real estate cointerest, and the remainder	t over, and conveyed to default, either with a see then existing on the profits collected by the commission or attorney it any, upon the principle.
	damages, proceeds, and t note secured hereby rema to be applied by it on acco	he consideration for su sining unpaid, are here ount of the indebtednes	uch acquisition, to t by assigned by the ss secured hereby.	he extent of the full a Mortgagor to the Mor Whether due or not.	eminent domain, or acquirement of indebtedness upon to indebtedness upon the paid for a court of the court	on this mortgage, and to thwith to the Mortgag
	not be waived thereby, as personal property and ago	nd as to such debts the rees to pay a reasonable of the making of the	: Mortgagor waives le attorney's fee for Joan secured by th	all right of exemption thereo is mortgage, the Mor	rtgagor, being all of the un-	id laws of Alabama as dersigned, covenant a
	agree that, in respect of t leges, options, and rights undersigned if more than around on June 24, 1935	he indebtedness secur t of every kind and nat t one, under and by vis commonly referred to	ed hereby, they will ture given to or wh rtue of House Bill I was the Deficiency	I forever waive, and ich inure to the bone to the Legisland Indoment Act: and fi	they do hereby waive and got or advantage of the underture of Alabama of 1935, continued agree to waive and for enacted; and further coverage.	give up all beneats, pro etsiened, or either of t enacted into law and a prego any like or simil
	respective terms and con a and any and all other is	dred, and all extension ditions, without refere two of like or similar of	s and renewals ther nee to and in spite o proort which may h	eor, and this morigages of any provisions to the creafter be enacted.	e shall each be enforceable the contrary in said Act of the the benefits and advantages s	e Legislature of Alaba
	tive heirs, executors, add plural, the plural the sing 16. TAXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	ministrators, successo	rs, and assigns of t vicender shall inclu-	he parties hereto. W le all genders. <u>WEXXXXXXXXXX</u> XXX	herever used, the singular of	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
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2	performed, or if the inte- cumbrance thereon, there mortages subject to fore	gagor shall fail to pay, reof, or if the Mortgag rest of the Mortgagee n, in any such event, to closure, at the ontion	or cause to be paid or shall fail to do c in said property be he whole indebted: of the Mortgages.	, as it matures, the in it perform any other comes endangered by ness hereby secured without notice; and t	ndebtedness hereby secured act or thing herein required y reason of the enforcement shall immediately become the Mortgagee shall have the	or agreed to be done  It of any prior lien or -  due and payable and the  right and is hereby
	thorized to enter upon at door in the city of Alabama, at public out three successive weeks.	nd take possession of s Columbiana cry, for cash, first gi prior to said sale in sor	said property, and a Count iving notice of the menewspaper of go	fler or without taking y of Shelby time, place, and to neral circulation put	g possession, to sell the san orms of said sale by publi plished in said county, and,	ication once a week in upon the payment of
?	purchase money, the Mo property so purchased, a	ortgagee or any person and such purchaser sh	conducting said sa all not be held to it	le for it is authorized equire as to the appli	to execute to the purchase cation of the proceeds of s	L #1 2510 251C # 0560 (D
T	may bid at the sale and purchase said property, if the highest bidder therefor.  18. The proceeds of said sale shall be applied: First, to the expenses of advertising and selling, including reasonable attorney's fe second, to the repayment of any money, with interest thereon, which the Mortgagee may have paid or become liable to pay or which it makes the necessary to pay for taxes, assessments, insurance and/or other charges, liens, or debts hereinabove provided; third, to the parent and satisfaction of the indebtedness hereby specially secured with interest, but interest to date of sale only shall be charged; four the balance, if any, shall be paid to the Mortgagor. If this mortgage be foreclosed in Chancery, reasonable attorney's fees for foreclose the same shall be paid out of the proceeds of the sale.  19. If the Mortgagor shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable a shall do and perform all acts and agreements to be done and performed by the Mortgagor under the terms and provisions of this mortgage.					
	shall do and perform all then this conveyance sha	acts and agreements to all be and become null	o be done and perfe and void.	ormed by the Mortga	gor under the terms and pro	
	Given under	hand	and seal	this the 16th	day of December	. 198
			[SEAL]	Marcas	TD. Theshord	[SE/
	<del></del>		[SEAL]	Margaret B	Eberhardt	
	STATE OF ALABAMA	}				
	Jefferson	COUNTY.)				State Baraby seriify t
	1. the	undersigned Mar	roeret B. Ebe	a notary public in chardt, an unm	and for said county, in said arried Woman	State, neredy certary t
	whose names is day that, being informed bears date.	signed to the foregoin,	g conveyance, and		known to me, acknow executed the same volum	viedged before me on t tarily on the day the sa
	GIVEN under my h	and and official seal th	is 16th day	December	· ·	19 82
	•		/	f- 6/c		Notaty Pub
	This instrument was pre	- •	bita		h Arzania North Bi	· ·
	(Name) <u>J. Dan Ta</u> Taylor,	EVans & Sander		_	h Avenue North, Bi abama 35203	
	STATE OF ALABAMA COUNTY OF	•	<b></b>	•	-	
	1,		3	when of Proteste Court	and and of the control of a few above	
	and was recorded in Volume  o'clock		_	day of on th		certify that the forego

## MORTGAGE

## 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.

- 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. 011:232600-566 (Insured Mortgage).
  - 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
    - The property covered by the Insured Mortgage is rented for **(**b) 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 12 % 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.

Manuart B. Eberhardt

Borrower

December 16, 1982

Date

אס דוא יויים אאד ON

1982 DEC 21 AM 10:59 Rec. 6.00

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