MORTGAGE

With Addendum for Repayment of Section 235 Assistance

THE STATE OF ALABAMA.

SHELBY

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KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned Loyd L. Anderson and wife, Fran W. Anderson , County of Shellby of the City of Montevallo i, party of the first part (hereinafter called the Mortgagor), has become justly Alabama and State of the Secretary of Housing and Urban Development, whose address is: indebted unto Washington, D. C.

, party of the second part (hereinafter called the Mortgagee), in the full sum of

Eighty Eight Thousand Six Hundred Eighty Two and Dollars (\$ but not to exceed an amount computed under the terms of a note executed by said party of the first part on December 30, 1982, with interest, if any, according to the terms of the no

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WHEREAS the said Mortgagor is desirous of securing the prompt payment of said notecond; the security with the security of said notecond; the said notecond is said notecond; the said notecond is said notecond; the said notecond is said notecond in the said notecond in the said notecond is said notecond in the said notecond in the said notecond is said notecond in the said notecond is said notecond in the said notecond in the said notecond in the said notecond in the said notecond is said notecond in the said notecond i ηθε θε το 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 Mortgagos Loyd L. Anderson and wife, Fran W. Anderson in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt paythe said. Loyd L. Anderson and wife, Fran W. ment of said indebtedness as it becomes due we Anderson

Codo hereby grant, bargain, sell, and convey unto the said Mortgagee the following described real property situated in County, Alabama, to wit: SHELBY PAGE

Lot 5 Block 7, Green Valley 4th Sector as recorded in Map Book 7 Page 10 Probate Office of Shelby County, Alabama; being situated in 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 anywis

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

seized of said real property in fee simple, and have And the Mortgagor hereby covenants that they are 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 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, KNINGEROUSER ROUSER CONTROL NAME OF THE PROPERTY OF THE PROPER X the principal right to have the first day of any month prior to maturity; provided, however, that written notice of an in tention to exercise such privilege is given at least thirty (30) days prior to prepayment.

> LAMAR HAM -ATTORNEY AT LAW

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HUD-82100m (12-78

Together with and in addition to the monthry payments of principal and interest payable under the terms of the wore secured hereby, the Mortgages on the first day of each month singleand enters fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if shis anstrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, at follows:

(1) If and so long as take note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount officient 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 such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(11) If and so long as a id 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-twelfth (1/12) of one half (1/2) per centum of the average outstanding halance due in the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, story, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insur-

ance covering the mortgaged 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 rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay and ground rents, premiums, taxes, and special assessments; and

(c) 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 payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mort-gage insurance premium), as the case may be:

(11) ground rents, taxes, special assessments, fire and other hazard joyurance premiums;

(III) interest on the note secured hereby; and

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(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly gay 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 "fate charge" not to exceed four cents [14] for each dollar (51) of each payment more than lifteen (15) days in arguers to cover the extra expense involved in handling definquent payments.

3. If the total of the payments made by the Mortgagor under (b) of paragraph 2 proceding shall exceed the amount of the payments actually made by the Mortgagee for ground repts, taxes, assessments and insurance premiums, as the case may be, such excess, it 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, how ever, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground regre, 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 bhall 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) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly 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 Mortgagor 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 legally 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 hereinabove 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 berein 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 maturity of the indebtedness hereby secured by reason of the failure of the Mortga-

Bor 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 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 indebtedness hereby secured shall remain unpaid.

11. If the Mortgagor shall make del	fau the payment of any of	f the indebtedness hereby	nsferred, assigned, set over, at	nd conveyed to
terms or conditions hereby, all the fe	and promis from the	and profit	vernises upon such default	cither with or
without the appointment of a receiver?	Mortgagee shall not	hereby become boung of	iny rents, income, and profits:	collected by the
premises by electing to collect the rents Mortgagee prior to forectosure of this in	indebtedness, less the cost of	collecting the same, inclu	ding any real estate commission	on or attorney's
fee incurred, shall be credited first, on the	he advances with interest the	reon, then open the inter-		•
pal debt hereby secured. 12. That if the premises, or any page	art thereof, be condemned u	inder any power of emin	ent domain, or acquired for a	public use, the
12. That if the premises, or any paramages, proceeds, and the consideration note secured hereby remaining unpaid,				
to be applied by it on account of the inde	tgagor herein to pay money f	nay be enforced by a suit	at law, and the security of thi er the Constitution and laws o	s mortgage snau of Alabama as to
not be waived thereby, and as to such d	debts the Morigagor waives a	he collection thereof		
personal property and agrees to pay a re 14. In consideration of the making	g of the loan secured by this	mortgage, the Mortgago	or, being all of the undersigned	d, covenant and Il benefits, privi
agree that, in respect of the indebtedne	ss secured nereby, they will	t town to the benefit or	advantage of the undersigned.	or either of the
leges, options, and rights of every kind undersigned if more than one, under an	nd by virtue of House Bill No	o. 422 of the Legislature	of Alabama of 1935, enacted i	nto law and ap- v like or similar
proved on June 24, 1935, commonly re-	felled to as the Delicicity	hans he low hereafter en	acted: and further covenant at	nd agree that the
rights, benefits, and options nerealter of	conjected about mortgage act	of and this mortages sha	il each he enforceable in accor	rdance with thei
respective terms and conditions, withou	At leteleuce to and this bure of	free he exected	-	
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17. But if the Mortgagor shall fail	to pay, or cause to be paid,	as it manufes, the most	r thing herein required or agre	red to be d
cording to the terms thereof, or if the performed, or if the interest of the Mi	ortgages in said property bec	omes endangered by reas	son of the enforcement of any immediately become due and	/ prior :-
cumbrance thereon, then, in any such	leadily the attole meetics.	without notice; and the M	lorgance shall have the right.	and is heret
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door in the city of COlumbiana	e de la constant	tine place and terms	of said sale by publication	once a week f
Alabama, at public outery, for eash three successive weeks prior to said s	ale in some newspaper of ge	neral circulation publishe	d in said county, and, upon the	re payment of the
purchase money, the Mortgagee or any property so purchased, and such purchased.	y person conducting said said	le for it is authorized to ex	ecute to the purchaser at salu	e. The Morigage
property so purchased, and such pure	Charet shan not be new to m	at and a	•	
may bid at the sale and purchase said p	all be applied: First, to the e	apenses of advertising ar	nd selling, including reasonable	e attorney siec
second, to the repayment of any mone	ey, with interest thereon, wit	a other charges liens of	dehis hereinabove provided;	third, to the pa
then be necessary to pay for taxes, at ment and satisfaction of the indebted	ssessments, msurance andro nece hereby specially secure	duith interest but intere	st to date of sale only shall be	e charged; four
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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. 011-232590-266 (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 12½ 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.

1313 JAN -5 AM 10: 50 700

Borrower LOYD L. ANDERSON

Borrower FRAN W. ANDERSON

__December 30, 1982

Date

426 mx 163