## 4/3- MORTGAGE

With Addendum for Repayment of Section 235 Assistance

THE STATE OF ALABAMA.

Shelby

COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned Larry A. Palmer and wife Kathy Palmer

of the City of Maylene ... County of Shelby
Alabama ... party of the first part (hereinafter called the Mortgagor), has become justly

and State of Alabama , party of the first part (hereinafter called the Mortgagor) indebted unto the Secretary of Housing and Urban Development, whose address is:

Washington, D. C.

PGP 3084

424

BOOK

one Hundred Forty Two Thousand Four Hundred Ninety Five & 00/100-Dollars (\$ 142,495.00 ).

but not to exceed an amount computed under the terms of a note executed by said party of

the first part on October 29, 1982, with interest, if any, according to the terms of the next and advanced by the first part on Company of the next part on October 29, 1982, with interest, if any, according to the terms of the next part of the

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WHEREAS the said Mortgagor is desirous of securing the prompt payment of said notecond the prompt payment of said notecond the prompt payment of said notecond the payment of the Mortgaprincipal knows it was a payment of 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

Larry A. Palmer and wife Kathy Palmer
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

they the said Larry A. Palmer and wife Kathy Palmer

do hereby grant, bargain, sell, and convey unto the said Mortgagee the following described real property situated in
She1by County, Alabama, to wit:

Lot 5, according to the survey of Eaglewood, 3rd Sector, as recorded in Map Book 7, Page 92, in the Probate Office 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 appertaining unto the said Mortgagee and assigns of the Mortgagee forever.

And the Mortgagor hereby covenants that

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 I IADE, however, subject to the following covenants, conditions, and agreements, that is to say:

1. That the Mortgagor i ill 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, and agreements, that is to say:

1. That the Mortgagor i ill 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, and it is to say the privilege is given at least thirty (30) days prior to prepayment.

Michael Romeo

Replaces Previous Editions and Form FNA-2100m, which are Obsolete

STATE OF ALABAM HUD-82100m (12-78)

Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby the Minigagor will pay to the Mortgagee, on the first day of each month until said note is fully paid, the following sums: (a) Anymount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the nove secured heret are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Usan Develop-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 sufficient 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 If and so long as Said 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 un the note computed without taking into account delinquencies or prepayments; (b) A sum equal to the ground rents, it any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums aiready 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 soil ground tents, premiums, taxes, and special assess-(c) All payments mentioned in the two preceding sub-inctions 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 gaid each month in a single gas ment 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, laxes, special assessments, fire and other hazal incurance premiums; 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 mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (14) for each dollar (\$1) of each payment more than fifteen (15) days in argears to cover the extra expension volved in handling delinquent payments. 3. If the total of the payments made by the Morigagor under (5) of paragraph 2 proceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments and insurance premiums, 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, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground repres 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 bereof 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 ander any of the provisions of this mortgage resulting in a public sale of the premises covered beceby of 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 Morigagee 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. 3. 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 mortgage, 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 \*\*\*\* anotwithstanding. 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 legal-Ily inoperative, then, in any such event, the debt hereby secured shall at the Mortgagee's option, become immediately due and payable. Awithout 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 Smay 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 indehtedness 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. B. 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 Mottgagee 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 minurity of the indebtedness hereby secured by reallon of the failure of the Mortgagor to produre 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.

| the Morigan to  |  |   | _ ,  |  |  | Francis and an extension  | criormance of any of the   |
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|   | ereby, all the rent  | is, income, and p   | 10h's  | e premises are   | hereby trans   | iciica, assignea<br>niemises ilno   | ter ever, and conveyed to  |
| wither appointm   | ent of a receiver  | y proceed to com  | gee shall n  | of hereby become   | e bound by   | the terms of any  | lease then existing on the   |
| premises by electing t  | to collect the rent  | s thereunder, but   | i may at any   | rtime terminate t  | he same. An  | y rents, income, a  | ind profits collected by th  |
| Mortgagee prior to fo   | reclosure of this  | indebtedness, ict   | is the cost of   | of collecting the  | ame, includi   | ng any real estate  | commission or attorney   |
| ree incurred, shall be a paid debt hereby secure  |  | the advances wit  | n interest ti  | nereon, then upo   | n ine mieresi  | , and the remaind   | er, if any, upon the princ   |
| 12. That if the p   | remises, or any p  | part thereof, be  | condemned  | under any powi   | er of eminen   | t domain, or acqu   | pired for a public use, th   |
| damages, proceeds, a  | nd the considerat  | ion for such acqu   | uisition, to 1   | the extent of the  | full amount o  | of indebtedness up  | pon this mortgage, and th  |
|   |  |   |  |  |  | ind shall be paid f   | orthwith to the Mortgage   |
| to be applied by it on a  | account of the and   | sebleaness secur  | ed hereby.   | whether due of n   | Ol.<br>d by a cuit at  | tow and the seco  | with of this martaneasha   |
| not be waived thereb  | made by the block  | dehts the Mortes  | pay money<br>spot waive  | all right of exec  | o by a suit at<br>Intion under   | the Constitution  | irity of this mortgage sha<br>and laws of Alabama as t   |
| personal property and   |  |   |  |  |  |   |  |
| 14. In considerat   | tion of the makin  | ig of the loan see  | cured by th  | is mortgage, the   | Mortgagor,   | being all of the u  | ndersigned, covenant an  |
| agree that, in respect  | of the indebtedne  | ess secured herel   | by, they wil   | Il forever waive.  | and they do l  | hereby waive and  | give up all benefits, priv   |
| leges, options, and ri-   | ghts of every kind   | d and nature give   | en to or wh  | ich inure to the l   | penefit or adv   | vantage of the un   | dersigned, or either of the  |
| undersigned if more t   | han one, under a   | nd by virtue of I   | House Bill I   | No. 422 of the Lo  | gistature of   | Miabaina or 1755.   | enacted into law and ap-<br>forego any like or similar   |
| richts benefits and s   | 199, commonly re<br>votions becealter  | conferred upon i  | Denciency<br>mortoses d  | Juugment Act, a<br>chiars by law he  | reafter enact  | ed: and further co  | evenant and agree that th  |
| indehtedness hereby   | secured, and all e   | xtensions and re  | newals the   | col. and this mor  | teage shall e  | ach be enforceab  | le in accordance with the  |
| respective terms and (  | conditions, witho  | ut reference to a   | nd in spite i  | of any provisions  | to the contra  | ry in said Act of t   | he Legislature of Alabam   |
| is a, and any and all other   | er laws of like or s   | similar purport w   | hich may h   | creafter be enact  | eđ.  | •   |  |
| 15. The covenan   | ts, conditions, an   | id agreements be  | rein contai  | ned shall bind, as   | id the benefit   | is and advantages   | shall inure to, the respec   |
| live heirs, executors,  | administrators, s  | successors, and   | assigns of t   | ne parties nereto  | . Wherever   | used, the singula   | r number shall include th  |
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| PONKAXEN KKKKKKKK<br>17. But if the Mo  | AXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX   | KANKIN KANKA  | CXXXXXX  | DEX  | ha indahada  | ;<br>pec harabu sacur   | ed or any part thereof as  |
|   |  |   |  |  | her act or th  | ing herein require  | ed or any part thereof, at<br>ed or agreed to be done o  |
| performed, or if the i  | nterest of the Ma  | orteagee in said r  | roperty be   | comes endangers  | d by reason  | of the enforceme  | nt of any prior lien or en   |
| s cumbrance thereon, 1  | lhen, in any such  | event, the whol   | le indebtedi   | ness hereby secu   | red shall imr  | nediately become  | due and payable and thi  |
| mortgage subject to f   | oreclosure, at the   | e option of the N   | fortgagee.   | without notice; a  | ind the Mort   | gagee shall have I  | the right and is hereby at   |
|   |  | ision of said prop  | etty, and a  | fter or without to   | iking possess  | sion, to sell the sa  | me before the Courthous  |
| door in the city of   | may tene   | first aiving po   | Count,   | y of Shelby  | d terms of   | said sale by nub  | lication once a week fo  |
| Three successive week   | ks prior to said si  | ele in some news  | nanes of se  | neral circulation  | published ir   | said county, and  | , upon the payment of th   |
| purchase money, the   | Mortgagee or any   | person conduc   | ting said sa   | le for it is author  | zed to execu   | te to the purchas   | er at said sale a deed to th   |
| , property so purchase  | d, and such pure   | haser shall not b   | e held to in   | iquire as to the a   | pplication of  | the proceeds of   | such sale. The Mortgage  |
| 2 may bid at the sale an  | d ourchase said o  | conecty, if the hi  | ehest bidde  | r therefor.  |  |   |  |
| - 18. The proceed   | s of said sale sha   | ill be applied: Fil   | ist, to the e  | apenses of adve  | rtising and so   | tilling, including r  | casonable attorney's feet  |
| a second, to the repays   | nent of any mone;  | y, with interest t  | ncieun, wii<br>rance andle   | icii tile morigage<br>ir other charees.  | liens, or det  | ots hereinabove p   | ible to pay or which it ma<br>rovided; thirda to the pay   |
| ment and satisfaction   | of the indebtedn   | ess hereby spec   | ially secure   | d with interest. I   | out interest to  | o date of sale only   | y shall be charged; fourth   |
| the balance, if any, s'   | hall be paid to the  | e Mortgagor, If   | this mortga  | ge be foreclosed   | in Chancery  | , reasonable attor  | ney's fees for foreclasin  |
| the same shall be paid  | out of the procee  | eds of the sale.  |  |  |  | •   |  |
| iy. If the Morig  | agor shall well an   | nd truly pay and  | discharge i  | ne indebteaness  | nereby secu  | reg as it snall bed<br>r the terms and n  | ome due and payable an ovisions of this mortgage   |
|   | an acts and agree  |   | e and being  | inico by the inc   | age or anot.   | i the terms one b.  | 4 - 12 - 0 - 1 - 1 - 1 - 1 - 1 - 2 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5   |
| then this conveyance  | shall be and beco  | ime null and vold   |  |  |  |   |  |
| then this conveyance  | shall be and beco  | ime null and vold   | l• '   |  | /  |   |  |
| then this conveyance Given under  | • •  |   | d seaf B   | this the 2/9   | /<br>th day of   | October   | , 19 82  |
| then this conveyance  | •  |   |  | this the 29  | th day of  | $\bigcap$   |  |
| then this conveyance  | • •  | s and   | d seal B   | X  | . 1 6  | $\bigcap$   | . 19 82  |
| then this conveyance  | • •  | s and   |  | Za   | id a   | $\bigcap$   | . 19 82<br>(SEAL   |
| then this conveyance  | • •  | s and   | d seal B   | Layty A  | if a   | $\bigcap$   | . 19 82  |
| then this conveyance  | • •  | s and   | d scal ==  | Za   | if a   | $\bigcap$   | . 19 82<br>(SEAL   |
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| then this conveyance  | our hand   | s and   | d scal ==  | Layty A  | if a   | $\bigcap$   | . 19 82<br>(SEAL   |
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| Given under   | our hand   | s and   | d scal ==  | Layty A  | if a   | $\bigcap$   | . 19 82<br>(SEAL   |
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| Given under  STATE OF ALABAM  Shelby  I. the un Larry whose names are   | AA.  COUNTY.  dersigned  A. Palmer a  signed to the fe   | Ind wife Kat  | hy Palmance, and w   | Lapty A Lapty Palister A Lapty Public er Lapty A Lapty Public er Lapty A Lapty | mer known  | eid county, in said   | State, hereby certify the wledged before me on this  |
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| Given under  STATE OF ALABAN  Shelby  I. the un Larry  whose names are day that, being inform bears date.  GIVEN under my   | COUNTY, adersigned A. Palmer a signed to the forest and official whand and official  | Ind wife Kate oregoing conveys sof this conveys                 | hy Palmance, and wance,  | Lapty A Lapty A Lapty A Lapty A Lapty A Lapty A Lapty Palister are the lapty are hey   | execut   | eid county, in said   | State, hereby certify the wledged before me on thin tarily on the day the same   |
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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. 011-231663-235 (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 13.5 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.

W = Q AM ID: 47 O 1 100

Borrower /Larry A. Palmer

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Borrower

Kathy Palmer

October 29, 1982

Date

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