four-family provisions of the real at Housing Act.

MCS #13307

MORTGAGE

With Addendum for Repayment of Section 235 Assistance

THE STATE OF ALABAMA.

SHELBY

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned LINDA TERESE BLANKENSHIP, an unmarried woman .County of Jefferson , of the City of Birmingham , party of the first part (hereinafter called the Morigagor), has become in .: 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 Eight Hundred Eighty-Six and No/100--Dollars (\$ 122,886.00----but not to exceed an amount computed under the terms of a note executed by said party of

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WHEREAS the said Mortgagor is desirous of securing the prompt payment of said notegand the security with the said notegand the security of the prompt payment of said notegand the security of the prompt payment of said notegand the security of the prompt payment of said notegand the security of the prompt payment of said notegand the security of the prompt payment of said notegand the security of the prompt payment of said notegand the security of the prompt payment of said notegand the security of the prompt payment of said notegand the security of the prompt payment of said notegand the security of the prompt payment of said notegand the security of the prompt payment of said notegand the security of the prompt payment of said notegand the security of the prompt payment of said notegand the security of the prompt payment of said notegand the security of the prompt payment of said notegand the security of the prompt payment of said notegand the security of the prompt payment of said notegand the security of the security of the prompt payment of said notegand the security of the securit philipaly loterex in modern with the present the property of t gee on account of any future payments, advances, or expenditures made by the Mortgagee as hereinafter provided: PAGE 43

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1) to the undersigned Mortgago LINDA TERESE BLANKENSHIP, an unmarried woman in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt pay the said ment of said indebtedness as it becomes due LINDA TERESE BLANKENSHIP, an unmarried woman

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

Lot 29, according to the Survey of Cahaba Manor Town Homes, Third Addition, as recorded in Map Book 7, page 158, in the Probate Office of Shelby County, Alabama. This mortgage includes range/oven and wall to wall carpet attached or used in connection with the premises. This is a second mortgage. Reference is hereby made to the Rider of the Mortgage which is incorporated herein by reference thereto.

together with the hereditaments and appurtenances thereunto belonging, and also together with all equipment and fixture 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 an

appertaining unto the said Mortgagee and assigns of the Mortgagee forever. seized of said real property in fee simple, and the she is 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 his gor's heirs, executors, administrators, next-of-kin, and assigns will follower defend the same unto the Mortgagee and a against the claims of all pursons v homsoever:

THIS MORTGAGE IS : ! ADE, however, subject to the following covenants, conditions, and agreements, that is to say: 1. That the Mortgagor t. III proteptly pay the principal of and interest on the indebtedness evidenced by the said note, at the sair in the manner therein provided. Privilege is reserved to pay the debt in whole, WISS STEEDING TO STEED COLUMN STEED TO S The ponded for 300000 to got you day of any month prior to maturity; provided, however, that written notice of dention to exercise such privilege is given at least thirty (30) days prior to prepayment.

Peopletes Provious Editions and Form FHA-2100m, which are Obsolete

Together with and in addition to the monthly payments of principal and interest payable u. The terms of the note secured hereby. pay to the Mortgagee, on the first day of each month until said note is fully paid, the following sums: (a) A ground sufficient to provide the holder hereof with funds to pay the most mortgage insurance premium if this instrument and the man herei are insured, or a monthly charge fin lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Up 2 description-If and to long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act. an ment, accillows: 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 funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as americaled, 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-twellth (1/12) of one half (1/2) per centum of the average outstanding balance 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 insufance 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 tents, premiums, faxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay y ground tents, premiums, taxes, and special assess-(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 added together and the aggregate amount thereof shall be gaid each month in a single pament to be applied by the Mortgagee to the following items in (1) 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 tents, taxes, special assessments, fire and other haza lip urance 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 ear ment shall. O less made good by the Mortgagot 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 (if) for each dollar (51) of each payment more than filteen (15) days in arrears to cover the extra expension of sed in handling delinquent payments.

3. If the total of the payments made by the Micrigagor under (b) of paragraph ? preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rests, taxes, assessments and insurance remiums, as the case may be, such excess, i the loan is current, at the option of the Kortgagor, shall be credited on the subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, how gier, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground repts, 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 necessar; 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 Miseof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Devetopment and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall he a default ander any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the Morigageo acquired the property otherwise after default, the Morigagee 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 poperly 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 he secured by the lien of this mortgage in addition to the indebtedness specially secured hereby and shall bear interest from the date it is

5. So long as any of the indebtedness secured hereby shall remain unpaid, in whole or in part, the Mortgagor agrees to keep said prempaid or incurred and shall be at once due and payable. ises 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 money's 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 exacted to the contrary notwithstanding.

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7. That he will keep the improvements now existing or hereafter crected on the mortgaged property, insured as may he 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 forsclusure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, ti-He 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 Mortgagee may, at its option, insure said property und/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 midurity of the indebtedness hereby secured by realon of the failure of the Mortga-

Bot to procure such insurance or to pay such taxes debts. liens, or charges." 10. As long as any of the indebtedness hereb" 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 fong as any of the indebtedness hereby secured shall remain unpaid.

terms of conditions hereby, all the the Mortgagee without the appointment of a rece	may ced to colle	ct the rent, inco	me, and profi	is from the	re terms of	any lease then e	xisting on 1:
without the appointment of a second	and thereunder, but	may at any time	terminate in	\$210 to 1411		estate commissio	a or alloraty
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athen this conveyance shall be a	fild become new same	_		_		March	.12
Given under my	hand	and seal	this the 1	8tn>	.	4.20	
Given under my LINDA TERESE BLANK	Blan Kenslin	ISFALI				<u></u>	15 %
LINDA TERESE BLANK	KENSHIP						
		. (SEAL)					
STATE OF ALABAMA.	\						
•	OUNTY.						Sandan ratif
JEFF EKSON			a notary p	ublic in and	for said cou	inty, in said State	, acteby ceros
1. the unders	LINDA LEKE	SE BLANKEN	SHIP	_	Leave to	me acknowledg	ed before me
whose names is sign	ed to the foregoing co	inveyance, and	r,po	is •	ecuted the	same voluntarily	on the day the
day that, being informed of th	he contents of this cor	nveyance.	she				
bears date.					•		19 83
GIVEN under my hand t	and official seal this	18th day	of /	Ma	rch		•
Old Sta duncer and manner			//,	1	,	•	
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•							Notary
This instrument was prepare	ed by:		160	ነስ ርናቲህ ነ	Federal	Building	
(Name) ROBERT R. SE	XTON, Attorney	at Law (Ad	dress)Bi	rmingham	, Alabai	na 35203	
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STATE OF ALABAMA							
COUNTY OF		S				•	
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and was recorded in Vol.	eigration in this office	e on the	day c	x	said Coun	_	Judge 34
and was recorded in Vol.	eigration in this office	e on the	day c	x	said Coun	_	Judge 3.
and was recorded in Vol.	eigration in this office	e on the	day c	x	said Coun	_	Judge 3.

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.

- 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. 011-232132-266 (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 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.

Linda Alrese Blankership

Borrower

March 18, 1983

Date

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
NSTRUMENT WAS FILED

1983 MAR 21 PM 3 23

MO TAX COLLECTED

JUDGE OF PROBATE