ALABAMA

VA Form 26-6300 (Home Loan) Revised March 1978. Use Optional. Section 1810. Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

MORTGAGE

THE STATE OF ALABAMA,
Shelby COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned Stanley D. Creswell and wife, Arcelie N. Creswell

of the city of Pelham ounty of Shelby and State of Alabama party of the first part (hereinafter called the Mortgagor), has become justly indebted unto MortgageAmerica, inc.

, a corporation organized and existing under the laws of , party of the second part (hereinafter called the Mortgagee), in the Delaware full sum of Sixty seven thousand five hundred and no/100 Dollars (\$ 67,500.00), money lent and advanced, with interest at the rate of Eleven&twenty seve per centum (11.27 %) per annum until paid, for which amount the hundredths Mortgagor has signed and delivered unto the said Mortgagee a certain promissory note bearing even date with these presents, the said principal and interest to be payable at the office of MortgageAmerica, inc. , or at such other place as the holder may designate Birmingham, Alabama in in writing delivered or mailed to the Mortgagor in monthly installments of Six hundred fifty six and 656.63 Dollars (\$), commencing on the first 63/100 -----, 19 83 and continuing on the first day of each month thereafter until the October principal and interest are fully paid, except that the final payment of principal and interest, if not sooner 2013 paid, shall be due and payable on the first day of September

Whereas the said Mortgagor is desirous of securing the prompt payment of said note and the several installments of principal, interest, and monthly payments hereinafter provided for, and 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 Stanley D. Creswell and wife, Arcelie N. Creswell 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 Stanley D. Creswell and wife, Arcelie N. Creswell do hereby grant, bargain, sell, assign, and convey unto the said Mortgagee the following-described real property situated in Shelby County, Alabama, to wit:

Lot 242, according to the survey of Chandalar South, Sixth Sector Addition as recorded in Map Book 7, page 50 in the Probate Office of Shelby County, Alabama.

Reference is hereby made to the Rider to the Mortgage which is incorporated the herein for all purposes.

The proceeds of this loan have been applied on the purchase price of the properly described herein, conveyed to mortgagor simultaneously herewith.

together with the hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits of the above-described property (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits, until default hereunder), and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

wall to wall carpets, range/oven, dishwasher and vent fan.

Larry Halcomb

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The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are guaranteed under the provisions of the Servicemen's Readjustment Act of 1944, as amended, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking, the mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The Mortgagor covenants and agrees that should this mortgage or the note secured hereby not be eligible for guaranty or insurance under the Serviceman's Readjustment Act within 90 days from the date hereof (written statement of any officer or authorized agent of the Veterans Administration declining to guarantee or insure said note and/or this mortgage being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof may, as its option, declare all notes secured hereby immediately due and payable.

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 we are seized of said real property in fee simple, and ha ve 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 prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100) whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.
 - 2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, as trustee, (under the terms of this trust as hereinafter stated) on the first day of each month until said note is fully paid, the following sums:
 - (a) A sum equal to the ground rents, if 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, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before 1 month prior to the date which such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments.
 - (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, taxes, special assessments, fire and other hazard insurance premiums:
 - (II) interest on the note secured hereby; and
 - (III) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment 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. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

- 3. If the total payments made by the Mortgagor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee, as trustee, for ground rents, taxes, assessments, and insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor for such items or, at Mortgagee's option, as trustee, shall be refunded to Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor will pay to the Mortgagee, as trustee, any amount necessary to make up the deficiency within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee, as trustee, shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the Mortgagee acquires the property otherwise after default, the Mortgagee, as trustee, shall apply, at the time of commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on said note.
- 4. If the Mortgagee shall be made a party to any condemnation proceedings or 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, or if this mortgage be foreclosed in Chancery or under the power of sale hereinafter provided for, or if an action be brought for breach of any obligation hereunder, the Mortgagor will pay, 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. Any proceeds from Condemnation awards shall be applied to reduce the amount of the principal debt at the option of Mortgagee.

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- 6. Mortgagor will continuously maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has heretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. 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 the 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.
- 7. 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 fails to pay immediately and discharge any and all liens, debts, and charges which might become liens superior to the lien of this mortgage, the Mortgagee may, at its option, insure said property and pay said taxes, assessments, debts, liens, and 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 interest at the rate provided for in the principal indebtedness from date paid or incurred, and, at the option of the Mortgagee, shall be immediately due and payable.
- 8. That upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.
- 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 of 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 Mortgagor to procure such insurance or to pay such taxes, debts, liens, or charges; and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.
 - 10. If the Mortgagor shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable and shall do and perform all acts and agreements to be done and performed by the Mortgagor under the terms and provisions of this mortgage, then this conveyance shall be and become null and void.
 - 11. If the Mortgagor shall fail to pay, or cause to be paid, as it matures, the indebtedness hereby secured or any part thereof, according to the terms thereof, or if the Mortgagor shall fail to do or perform any other act or thing herein required or agreed to be done or performed, or if the interest of the Mortgagee in said property becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon, then, in any such event, the whole in debtedness hereby secured shall, at the option of the Mortgagee, and without notice, become immediately due and payable and this mortgage subject to foreclosure; and in such event the Mortgagee shall have the right and is hereby authorized to enter upon and take possession of said property, and, after or without taking possession, to sell the same before the Courthouse door in the city of Columbiana, County of Shelby

Alabama, at public outcry, for cash, first giving notice of the time, place, and terms of said sale by phiblication once a week for three successive weeks prior to said sale in some newspaper published in said county, and, upon the payment of the purchase money, the Mortgagee or any person conducting said sale for it is authorized to execute to the purchaser at said sale a deed to the property so purchased, and such purchaser shall not be held to inquire as to the application of the proceeds of such sale. The Mortgagee may bid at the sale and purchase said property, if the highest bidder therefor.

- 12. The proceeds of a foreclosure sale, judicial or otherwise, shall be applied: First, to the expenses of advertising and selling, including the attorney's fees, provided for in paragraph 4 hereof; second, to the repayment of any money, with interest thereon, which the Mortgagee may have paid or become liable to pay or which it may then be necessary to pay for taxes, assessments, insurance and other charges, liens, or debts hereinabove provided; third, to the payment and satisfaction of the indebtedness hereby specially secured with interest, but interest to date of sale only shall be charged; fourth, to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness evidenced by the note secured hereby; fifth, the balance, if any, shall be paid to the Mortgagor.
- 13. 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.
- 14. If the Mortgagor shall make default in the payment of any of the indebtedness hereby secured, or in the performance of any of the terms or conditions hereof, the Mortgagee may proceed to collect the rent, income, and profits from the premises, either with or without the appointment of a receiver. Any rents, income, and profits collected by the Mortgagee prior to foreclosure of this indebtedness, less the cost

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of collecting the same, including any real estate commission or attorney's fee incurred, shall be credited first, on the advances with interest thereon, then upon the interest, and the remainder, if any, upon the principal debt hereby secured.

- 15. Any promise made by the Mortgagor herein to pay money may be enforced by a suit at law, and the security of this mortgage shall not be waived thereby, and as to such debts the Mortgagor waives all right of exemption under the law.
- 16. The indebtedness evidenced by the note first described above and by this mortgage represents the unpaid balance of the purchase price due by the Mortgagor to the Mortgagee for the purchase price of the property herein conveyed, and this is a purchase money mortgage.
- 17. If the indebtedness secured hereby be guaranteed or insured under Title 38 United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.
- 18. The covenants, conditions, and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns, of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders, and the term, "Mortgagee," shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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Mortgage	g, , .	THE STATE OF ALABAMA,	COUNTY.	Judge of the Probate Court of said County, do hereby certify that the foregoing convey- ance was filed for registration in this office on	e day of	and was recorded in Vol.	ecord of Deeds, pages , on the	ay of		Judge of Probate.	
	re OF AL. fferson Larry Stanle e names n this day the tarily on the GIVEN under	re of Alabama, iven under our hand a iven under our hand a ifferson count if, larry L. Halcomb Stanley D. Creswell e names are signed to the f in this day that, being inform itarily on the day the same it Given under my hand and of INSTRUMENT PREPARED E RESS ATTORNEY 3512.0LD MONTG HOMEWOOD, AL	TE OF ALABAMA, Ifferson COUNTY. I, Larry L. Halcomb, a notary public Stanley D. Creswell and wife, Are names are signed to the foregoing conventiatily on the day that, being informed of the contentarily on the day the same bears date. GIVEN under my hand and official seal this INSTRUMENT PREPARED BY: E LARRY L. HALCOMB ATTORNEY AT TAM SIL OLD MONTGOMERY HIGHWAY HOMEWOOD, ALABAMA 35208	TE OF ALABAMA, Afferson COUNTY. I, Larry L. Halcomb, a notary public in and for Stanley D. Creswell and wife, Arcelie N. e names are signed to the foregoing conveyance, and in this day that, being informed of the contents of this starily on the day the same bears date. GIVEN under my hand and official seal this INSTRUMENT PREPARED BY: E LARRY L. HALCOMB ATTORNEY AT LAND HALCOMB ATTORNEY AT LAND HALCOMB ATTORNEY AT LAND HALCOMB HOMEWOOD, ALABAMA 95208 BOOK BOOK BOOK BOOK BOOK BOOK BOOK BOO	TE OF ALABAMA, Arcelie N. Cr. The OF ALABAMA, Arcelie N. Creswell and wife, Arcelie N. Creswell and this day that, being informed of the contents of this conveyant attarily on the day the same bears date. Given under my hand and official seal this The OF ALABAMA, Arcelie N. Creswell The OF ALABAMA, Arcelie N. Creswell The OF ALABAMA, The OF ALABAMA,	TE OF ALABAMA, If the County. I Larry L. Halcond and seal this the 29th de Stanley D. Creswell and wife, Arcelie N. Creswell I have a signed to the foregoing conveyance, and who are known this day that, being informed of the contents of this conveyance, attaily on the day the same bears date. Given under my hand and official seal this INSTRUMENT PREPARED BY: E LARRY L. HALCOME ASTORNEY AT TAW ASTORNEY A	edness hereby secured or any transferee thereof whether by operation of iven under Our hand and seal this the 29th day of this the 29th day of Stanley D. Creswell Arcelie N. Creswell Arcelie N. Creswell Arcelie N. Creswell Stanley D. Creswell and wife, Arcelie N. Creswell enames are signed to the foregoing conveyance, and who are known to this day that, being informed of the contents of this conveyance, that the journal of the contents of this conveyance, that if you had and official seal this 29th day of August Instrument prepared by: E LARRY L. HALCOMB AND COMMISSION Excises ATTORNEY AT LAW 3312.010 MONIFORMEY AT LAW 36205 My Commission Excises ATTORNEY AT LAW 35205 My Commission Excises ATTORNEY AT LAW 35205 My Commission Excises ATTORNEY AT LAW 35205 My Commission Excises ATTORNEY AT LAW 35205	edness hereby secured or any transferee thereof whether by operation of law iven under Our hand and seal this the 29th day of transferee thereof whether by operation of law iven under Our hand and seal this the 29th day of transfer law in this the 29th day of transfer law in this the 29th day of Stanley D. Creswell Arcelie N. Creswell Arcelie N. Creswell I Larry L. Halcomb a notary public in and for said county, in said Stat Stanley D. Creswell and wife, Arcelie N. Creswell e names are signed to the foregoing conveyance, and who are known to me, this day that, being informed of the contents of this conveyance, they starily on the day the same bears date. Given under my hand and official seal this 29th day of August INSTRUMENT PREPARED BY: E LARRY L. HALCOMB ATTORNEY AT LAW MAN HOMEWOOD, ALABAMA 35206 My Commission Expires 1/23 My Commission Expires 1/23 And Only 1/2 And 1	Arcelie N. Creswell FE OF ALABAMA, Afferson COUNTY. J. Larry L. Halcomb Stanley D. Creswell Arcelie N. Creswell Arcelie N. Creswell Arcelie N. Creswell Arcelie N. Creswell J. Larry L. Halcomb Stanley D. Creswell Arcelie N. Creswell Arcelie N. Creswell Arcelie N. Creswell Arcelie N. Creswell J. Larry L. Halcomb Stanley D. Creswell Arcelie N. Creswell Arcelie N. Creswell Arcelie N. Creswell J. Larry L. Halcomb Stanley D. Creswell Arcelie N. Creswell Arcelie N. Creswell Arcelie N. Creswell J. Larry L. Halcomb Arcelie N. Creswell J. Larry L. Halcomb Arcelie N. Creswell J. Larry L. Halcomb J. Larry L. Halcomb J. Larry L. Halcomb My Commission Excires 1/23/86 Arcelie N. Creswell Arceli	TE OF ALABAMA, Ifferson COUNTY. Larry L. Halcomie en this day that, being informed of the contents of this conveyance, they execute ttarily on the day the same bears date. Given under my hand and official seal this INSTRUMENT PREPARED BY: EXAMPLY L. HALCOMIE ATORNEY ATORNEY AT CHILLED MISS. 381A OLD MONTGOMER CHICHMAN HOMEWOOD, ALABAMA SEZOO ATORNEY AT CHILLED MISS. 381A OLD MONTGOMER CHICHMAN HOMEWOOD, ALABAMA SEZOO ATORNEY AT CHILLED MISS. BE SEA TORNEY AT CHILLED MISS. ATORNEY AT CHILL COMES. ATO	The of Alabama, Ifferson County. If Larry L. Halcomb stanley D. Creswell Issued L. L. L. Halcomb stanley D. Creswell and wife, Arcelie N. Creswell Issued L. L. L. Halcomb stanley D. Creswell and wife, Arcelie N. Creswell Issued L. L. L. Halcomb stanley D. Creswell and wife, Arcelie N. Creswell Issued L. L. L. Halcomb stanley D. Creswell and wife, Arcelie N. Creswell Issued L. L. L. Halcomb stanley D. Creswell and wife, Arcelie N. Creswell Issued L. L. L. Halcomb stanley D. Creswell and wife, Arcelie N. Creswell Issued L. L. L. 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OLD MONTGOMERY HIGHWAY

ATTORNEY AT LAW

HALCOME

ALABAMA HOUSING FINANCE AUTHORITY
SINGLE FAMILY MORTGACE REVENUE BOND PROGRAM, 1982 Series B

UNIFORM MORTCAGE RIDER

The rights and obligations of the parties to the Mortgage to which this Rider is attached and the Note which it secures are expressly made subject to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Mortgage or Note, the provisions of this Rider shall control. To the extent they are not modified by this Rider, all the terms, conditions and other provisions of the Mortgage and Note remain in full force and effect.

- 1. The Borrower agrees that the mortgagee (the "Lender"), the Alabama Housing Finance Authority (the "Authority") or their successors or assigns may, at any time and without prior notice, accelerate all payments due under the Mortgage and Note and exercise any other remedy allowed by law or provided by the Mortgage for breach of the Mortgage or Note if:
- (a) All or any part of the Property or any interest therein is sold or transferred by Borrower or by operation of law, excluding (i) the creation of a lien or encumbrance subordinate to this Mortgage under a UDAG loan permitted under the Authority's Program Guidelines, 1982 Series B, (ii) the creation of a purchase money security interest for household appliances, (iii) a transfer by operation of law upon the death of a joint tenant, or (iv) a transfer to a person assuming the Mortgage and the Note secured thereby in accordance with the terms and requirements of paragraph 2 hereof;
- (b) The Borrower fails to abide by any agreements made with the Authority, or the Lender, or if the Lender or the Authority finds any statement contained in the Eligible Borrower Affidavit or any other document executed by the Borrower to be untrue, inaccurate for incomplete; or
- (c) The Borrower fails to promptly supply any information or document which the Lender, or the Authority may request to verify compliance with the conditions of the Authority's Single Family Mortgage Revenue Bond Program 1982 Series B under which the loan exidenced by the Mortgage and Note was provided.

The Borrower understands that the Authority and the Lender have relied upon statements contained in the Eligible Borrower Affidavit and all other documents submitted in support of the loan application in the processing, financing and granting of this Loan. Upon discovery of fraud or misrepresentation by the Borrower with respect to any information provided by the Borrower in the loan application or Eligible Borrower Affidavit executed in connection with the Note, the Lender or the Authority may, in their sole discretion, by written notice to Borrower, declare all obligations secured by the Mortgage and all obligations payable under the Note immediately due and payable. Borrower shall notify the Lender and the Authority promptly in writing of any transaction or event which may give rise to a right of acceleration hereunder. Borrower shall pay to the Lender or the Authority, as the case may be, all damages sustained by reason of the breach of the covenant of notice set forth herein or by reason of such fraud or misrepresentation.

- 2. The Mortgage and the Note secured thereby may only be assumed by a person qualifying as an "Eligible Borrower" under the Authority's 1982 Series B Program Guidelines, as in effect as of the date of such assumption, and in connection with a transaction which meets all of the requirements of the assumption provisions of both the Program Guidelines and the Origination, Sale and Servicing Agreement entered into by the Authority and the Lender, both as in effect as of the date of such assumption, the qualification of such person and such transaction being subject to the prior written approval of the Trustee and the Administrator or their respective designees, which approval may be granted in the sole discretion of such parties.
- 3. Under the provisions of the Internal Revenue Code of 1954, as amended, and the Procedures and Regulations promulgated thereunder (the "Tax Act"), the Authority has elected to credit certain investment earnings, if any, from the proceeds of its Bonds to mortgagors under its Single Family Mortgage Revenue Bond Program 1982 Series B for so long as such credit is required to keep the interest on the Bonds exempt from federal income taxation. As a mortgagor under the Program, the Borrower is entitled to receive a portion of the amount, if any, required by the Tax Act to be credited to such Borrower. The amount of the Borrower's credit shall be determined by the Authority in its sole discretion consistent with Section 103A of the Tax Act. The Borrower acknowledges and agrees that the amount credited to him, if any, will be treated for all purposes as a principal payment or prepayment on the Note secured by this Mortgage, and will not be paid directly to the Borrower. In so crediting, the Authority assumes no responsibility as to the treatment of this credit for purposes of the Borrower's federal income tax and the Borrower accepts full responsibility for same. The Authority will make credits, if any, on an annual basis or at more frequent intervals at its discretion or at the time the Mortgage is fully discharged. The Authority is under no obligation to maximize the credit or to earn any credit.

- 4. (a) If the credit set forth in paragraph 3 above is made on an annual basis, a determination as to the amount of the credit will be made on an annual basis established by the Authority with respect to mortgages outstanding as of the determination date. Credits will not be made with respect to any partial annual period the Mortgage is outstanding following the annual determination date unless it becomes necessary to so do in order to comply with the Tax Act. The amount of each annual credit will be treated as a principal payment or prepayment and will be credited by the Authority against the principal balance due on the Note. No reduction will be made in the level monthly payment stated in the Note. The allocation of the amount of the amortization payment will be adjusted as between principal and interest to take into account the prepayment. The Borrower will be advised annually as to the amount of any payment or prepayment which has been so credited, and the outstanding principal balance of the Note following the payment or prepayment. The Borrower must make monthly payments regardless of credits until the payments and credits completely amortize the Borrower's debt.
- (b) In the event the credit is made at the time the Mortgage is discharged, a determination as to the amount of credit will be made as of the annual determination date established by the Authority which precedes the date of discharge. Credits will not be made with respect to any partial annual period the Mortgage is outstanding following such annual determination date. To the extent necessary, any balance of the credit, remaining after the principal of the Note has been fully paid, will be applied against interest payments due on the Note. Notice will also be given to the Borrower if at any time the annual of the credit due the Borrower equals or exceeds the principal balance of the Note, and final settlement will be made accordingly.

NOTICE TO BORROWER:

Dated this 29th day of August

SHIS DOCUMENT SUSBIANTIALLY MODIFIES THE TERMS OF THIS LOAN. DO NOT SIGN IT UNLESS YOU HAVE READ AND UNDERSTOOD IT.

I hereby consent to the modifications of the terms of the Mortgage and Note which are contained in this Rider.

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Signature Stantey A. Creswell Si	gnature Arcelia N. Gruewell
	inted Arcelie N. Creswell
	Porty tay 10125
STATE OF ALABAMA,)	- 0 1. 900 1503 AUS 31
Jefferson : **:	Prod. 100 1883 AUS 31 AH 9 41
COUNTY.)	11/25-
Larry L. Halcomb	
hereby certify that Stanely D. Creswell Rider, and who is/are known to me, act	knowledged before me on this day that, being informed
	r, he/she/they executed the same voluntarily on the
day the same bears date.	
Given under my hand and official so	eal thisday of, 19
	1 ///m)
Notary P	ublic Larry L. Halcomb
(Seal)	
My Commission expires: 123/86	
This impressment was aminored but	LARRY L. HALCOMB
This instrument was prepared by:Address:	3512 OLD MONTGOMERY HIGHWAY
	HOMEWOOD, ALABAMA 35200