MORTGAGE

THIS MORTGAGE ("Security Instru-	ment") is given on abs. an unmarrie	Apr 11 12	
City Federal Savings and Loan A	("Borrower"). This	Security Instrument is given	n to h is organized and existing
under the laws of the United States C	ham. Alabama 3	id whose address is	("Lender").
Borrower owes Lender the principal sum of FO	ty-Seven Thouse	and Five Hundred and . OO	d AR/AUV month motel ienced by Borrower's note
dated the same date as this Security Instrument	1. 2015	Aides for moneying brancos.	. This Security Instrument
secures to Lender: (a) the repayment of the de	ebt evidenced by the security advan	note, with interest, and an need under paragraph 7 to	protect the security of this
Security Instrument; and (c) the performance of the Note. For this purpose, Borrower does he assigns, with power of sale, the following descriptions.	of Borrower's covenan	ts and agreements under the	d Lender's successors and

UNIT 305, BUILDING 3. IN THE GABLES, A CONDO, A CONDO LOCATED IN SHELBY COUNTY, ALABAMA, AS ESTABLISHED BY DECLARATION OF CONDO AND BYLAWS. THERETO AS RECORDED IN REAL VOLUME 10, PAGE 177, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN THE AFORESAID DECLARATION, SAID UNIT BEING MORE PARTICULARLY DESCRIBED IN THE FLOOR PLANS AND ARCHITECTURAL DRAWINGS OF THE GABLES, A CONDO AS RECORDED IN MAP BOOK 9, PAGES 41-44, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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

- 1-1-1-1-1-1-1-1-1-delegate of	e address of 305 Gables Drive	Birmingham
	(Street)	[City]
	35244 ("Property Address");	
	[Zip Code]	

To Have and to Hold this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be. at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary to make up the deficiency in one or more payments as required by Lender. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or when the notice is given. postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

fee title shall not merge unless Lender agrees to the merger in writing. If Borrower fails to perform the 7. Protection of Lender's Rights in the Property; Mortgage Insurance. covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment.



If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security

Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend,

modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan that Borrower's consent. charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by paragraph 17. mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

15. Governing Law; Severability. This Security Instrument shall be governed by sederal law and the law of the in this paragraph. jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower. 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17

City Federal Savings and Loan Association, 2030 2nd Ave. North, Birmingham, Alabama SOCIATION Alabama 35201 SAVINGS

as an employee of

This instrument was prepared by Margaret S. Goff

CONDOMINIUM RIDER

The Compositive Puber is made this 12	day of
the deemed to amend and subject to a subject to amend and subject to ame	plement the Mortgage, Deed of Trust of Security Deed time
we in the understand he arms date given by the understand	iq (The Bottomet 1) to secure notioner 2 wine in """""
City Federal Savings and Loan Associ	Lation time Lender)
and any date and sourcing the Property described in the Secu	rity Instrument and located at:
305 Gables Drive, Birmingham	n Alabama 35244
(Property A	
The Property includes a unit in, together with an undivided in	iterest in the common elements of a condominant project
known as:	OMT NTIMS
THE GABLES CONDO	inium Project)
(the "Condominium Project"). If the owners association or o	other entity which acts for the Condominium Project (the
"Owners Association") holds title to property for the benefit	or use of its members or snareholders, the property also
includes Borrower's interest in the Owners Association and the	uses, proceeds and benefits of borrower's interest.
CONDOMINIUM COVENANTS. In addition to the cove	enants and agreements made in the Security Instrument.
Borrower and I ender further covenant and agree as follows:	
A Condominium Obligations, Borrower shall perform	m all of Borrower's obligations under the Condominium
Project's Constituent Documents. The "Constituent Document	nts" are the: (1) Declaration of any other document which
creates the Condominium Project; (ii) by-laws; (iii) code of regu	liations; and (iv) other equivalent documents. Bottower shall
promptly pay, when due, all dues and assessments imposed purs	mant to the Constituent Documents.
B. Hazard Insurance. So long as the Owners Associate "master" or "blanket" policy on the Condominium Project when the Condominium Project with the Condominium P	ion maintains, with a generally accepted insurance carrier, a
coverage in the amounts, for the periods, and against the has	rande I ender requires including fire and hazards included
coverage in the amounts, for the periods, and against the had	zarus Lender requires, meraama me and means
within the term "extended coverage," then:	enant 2 for the monthly payment to Lender of one-twelfth of
the yearly premium installments for hazard insurance on the Pre	operty; and
(ii) Rorrower's obligation under Uniform Covens	ant 5 to maintain hazard insurance coverage on the Property
is deemed satisfied to the extent that the required coverage is pro-	ovided by the Owners Association policy.
Possourer shall give Lender prompt notice of any lapse if	n required hazard insurance coverage.
In the event of a distribution of hazard insurance proc	ceeds in lieu of restoration or repair following a toss to the
Property, whether to the unit or to common elements, any DIC	oceeds payable to Borrower are neceby assigned and shall be
and in I and a for application to the sums secured by the Securi	ity Instrument, with any excess paid to borrower.
C Public Lightlity Insurance, Borrower shall take su	ich actions as may be reasonable to insufe that the Owners
Association maintains a public liability insurance policy accepts	able in form, amount, and extent of coverage to Lender.
D. Condemnation. The proceeds of any award or claim	for damages, direct or consequential, payable to Borrower in
connection with any condemnation or other taking of all or any elements, or for any conveyance in lieu of condemnation, are	bereby accioned and shall be paid to Lender. Such proceeds
shall be applied by Lender to the sums secured by the Security I	nstrument as provided in Uniform Covenant 9
shall be applied by Lender to the sums secured by the security a	ept after notice to Lender and with Lender's prior written
consent, either partition or subdivide the Property or consent to); ·
(i) the shandonment or termination of the Con	dominium Project, except for abandonment or termination
required by law in the case of substantial destruction by fire or	other casualty or in the case of a taking by condemnation or
eminent domain:	
(ii) any amendment to any provision of the Cons	tituent Documents if the provision is for the express benefit of
Lender;	
(iii) termination of professional management and	d assumption of self-management of the Owners Association;
or	ndering the public liability insurance coverage maintained by
	ndering the public habitity manage coverage manner of
the Owners Association unacceptable to Lender.	dues and assessments when due, then Lender may pay them.
Any amounts disbursed by Lender under this paragraph F shall	I become additional debt of Borrower secured by the Security
Increase Links Borrower and Lender agree to other terms	of payment, these amounts shall bear interest from the date of
disbursement at the Note rate and shall be payable, with interes	st, upon notice from Lender to Borrower requesting payment.
•	
By Signing Below, Borrower accepts and agrees to the terms	and provisions contained in this Condominium Rider.
•	
STATE OF ALA SHELBY CO.	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
INSTRUMENT WAS FILED	Patricia L. Combs Sorrower
INSTRUMENT WAS FILTE	Patricia L. Comba
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	RECORDING FEES
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TOTAL \$<u>X 件. 75</u> MULTISTATE CONDOMINIUM RIDER—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT Form:

Recording Fee

Index Fee