

State of Alabama  
County of Jefferson

FHA Case No.  
011: 295 6168

# Mortgage

878

The State of Alabama,  
County of Jefferson } ss:  
Know All Men by These Presents:

That whereas the undersigned Mark C. Spain and wife, Cynthia P. Spain of the city of Alabaster, County of Shelby and State of Alabama, party of the first part (hereinafter called the Mortgagor), has become justly indebted unto COLLATERAL MORTGAGE, LTD., an Alabama limited partnership, party of the second part (hereinafter called the Mortgagee), in the full sum of Sixty-four thousand eight hundred seventy-five and no/100 -----

----- Dollars (\$ 64,875.00 ), money lent and advanced, with interest at the rate of nine and one-eighth percentum ( 9.125 %) per annum until paid, for which amount the 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 COLLATERAL MORTGAGE, LTD., in Birmingham, Alabama or at such other place as the holder may designate in writing, in monthly installments of Five hundred forty-four and 56/100 ----- Dollars (\$ 544.56 ), commencing on the first day of June, 19 88, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 20 14

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

(SEE ATTACHED EXHIBIT "A")

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

The range/oven, vent/fan, dishwasher and wall to wall carpeting presently installed in the premises are a part of the mortgaged property. Regardless of the method used, replacement of the aforementioned items will become a part of the mortgaged property.

REFERENCE IS HEREBY MADE TO THE ADDENDUM TO MORTGAGE AND RIDER TO MORTGAGE WHICH ARE INCORPORATED HEREIN FOR ALL PURPOSES.

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 they/ she/ it seized of said real property in fee simple, and have a 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 form is used in connection with mortgages insured under the one-to-four family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

Previous Editions Are Obsolete

James Holliman

HUD-92100M (3-86)  
AL 1-1-87

This Mortgage is Made, however, subject to the following covenants, conditions, and agreements, that is to say:

1. That the Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt, in whole or in part, on any installment due date.

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, 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) less all sums already paid therefore 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 said ground rents, premiums, taxes, and special assessments; and

(b) All payments mentioned in the preceding subsection (a) 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 paid each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) ground rents, taxes, special assessments, fire and other hazard insurance premiums;

(II) Interest on the note secured hereby;

(III) amortization of the principal of said note; and

(IV) late charges

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. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (a) of paragraph 2 preceding 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, if 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 (a) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then 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, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated 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 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 (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

4. If the Mortgagee shall be made a party to any suit involving the title to the property hereby conveyed and employs an attorney to represent it therein, or if the Mortgagee employs an attorney to assist in settling or removing any cloud on the title to the property hereby conveyed that purports to be superior to the lien of this mortgage in any respect, the Mortgagor will pay to the Mortgagee, when the same becomes due, such attorney's fee as may be reasonable for such services, and if such fee is paid or incurred by the Mortgagee the same shall be secured by the lien of this mortgage in addition to the indebtedness specially secured hereby and shall bear interest from the date it is paid or incurred and shall be at once due and payable.

5. So long as any of the indebtedness secured hereby shall remain unpaid, in whole or in part, the Mortgagor agrees to keep said premises and the improvements thereon in good condition, and to pay all assessments that may be levied or accrue upon said property, and all other charges that may become liens upon said premises, and not to permit any lien, which might take precedence over the lien of this 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 notwithstanding. Upon any violation of this undertaking, or the passage of any law imposing upon the Mortgagee the payment of any part of the taxes aforesaid, or upon the rendition by any court of last resort of a decision that the undertaking to pay the taxes as aforesaid is legally inoperative, then, in any such event, the debt hereby secured shall at the Mortgagee's option, become immediately due and payable, without deduction, any law heretofore or hereafter enacted to the contrary notwithstanding.

7. That the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached

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thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. If the Mortgagor fails to insure said property as hereinabove provided, or to pay all or any part of the taxes or assessments levied, accrued, or assessed upon or against said property or the indebtedness secured hereby, or any interest of the Mortgagee in either, or fails to pay immediately and discharge any and all liens, debts, and/or charges which might become liens superior to the lien of this mortgage, the Mortgagee may, at its option, insure said property and/or pay said taxes, assessments, debts, liens, and/or charges, and any money which the Mortgagee shall have so paid or become obligated to pay shall constitute a debt to the Mortgagee additional to the debt hereby specially secured, shall be secured by this mortgage, shall bear legal interest from date paid or incurred, and, at the option of the Mortgagee shall be immediately due and payable.

9. No failure of the Mortgagee to exercise any option 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 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.

10. As long as any of the indebtedness hereby secured shall remain unpaid the Mortgagor will neither commit nor permit waste on the premises hereby conveyed; and upon the commission of any waste thereon the Mortgagee may, at its option, declare the entire indebtedness hereby secured to be at once due and payable. Nor will the Mortgagor remove any of the fixtures on the premises hereby conveyed so long as any of the indebtedness hereby secured shall remain unpaid.

11. If the Mortgagor shall make default in the payment of any of the indebtedness hereby secured, or in the performance of any of the terms or conditions hereby, all the rents, income, and profits from the premises are hereby transferred, assigned, set over, and conveyed to the Mortgagee, and the Mortgagee may proceed to collect the rent, income, and profits from the premises upon such default, either with or without the appointment of a receiver; but the Mortgagee shall not hereby become bound by the terms of any lease then existing on the premises by electing to collect the rents thereunder, but may at

any time terminate the same. Any rents, income, and profits collected by the Mortgagee prior to foreclosure of this indebtedness, less the cost 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.

12. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this mortgage, and the note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

13. 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 Constitution and laws of Alabama as to personal property and agrees to pay a reasonable attorney's fee for the collection thereof.

14. In consideration of the making of the loan secured by this mortgage, the Mortgagor, being all of the undersigned, covenant and agree that, in respect of the indebtedness secured hereby, they will forever waive, and they do hereby waive and give up all benefits, privileges, options, and rights of every kind and nature given to or which inure to the benefit or advantage of the undersigned, or either of the undersigned if more than one, under and by virtue of House Bill No. 422 of the Legislature of Alabama of 1935, enacted into law and approved on June 24, 1935, commonly referred to as the Deficiency Judgment Act; and further agree to waive and forego any like or similar rights, benefits, and options hereafter conferred upon mortgage debtors by law hereafter enacted; and further covenant and agree that the indebtedness hereby secured, and all extensions and renewals thereof, and this mortgage shall each be enforceable in accordance with their respective terms and conditions, without reference to and in spite of any provisions to the contrary in said Act of the Legislature of Alabama, and any and all other laws of like or similar purport which may hereafter be enacted.

15. 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, and the use of any gender shall include all genders.

16. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the aforesaid days' time from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, as its option, declare all sums secured hereby

immediately due and payable. This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

17. 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.

18. But 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 indebtedness hereby secured shall immediately become due and payable and this mortgage subject to foreclosure, at the option of the Mortgagee, without notice; and 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 publication once a week for three successive weeks prior to said sale in some newspaper of general circulation published in said county, and, upon

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.

19. The proceeds of said sale shall be applied: First, to the expenses of advertising and selling, including reasonable attorney's fees; 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 /or 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, the balance, if any, shall be paid to the Mortgagor. If this mortgage be foreclosed in Chancery, reasonable attorney's fees for foreclosing the same shall be paid out of the proceeds of the sale.

20. The Mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the Mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

Given under our hands and seals this the 26th day of April, 1988.  
Mark C. Spain [Seal] Cynthia P. Spain [Seal]  
Mark C. Spain [Seal] Cynthia P. Spain [Seal]

State of Alabama, }  
County of Jefferson } ss:

I, the undersigned, a notary public in and for said county, in said State, hereby certify that Mark C. Spain and wife, Cynthia P. Spain whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of April, 1988

[Signature]  
Notary Public  
1610 Fourth Avenue North  
Bessemer, Alabama 35020  
(Address)

This instrument was prepared by:  
(Name) James A. Holliman

State of Alabama, }  
County of } ss:

I, Judge of Probate Court of said County, do hereby certify that the foregoing conveyance was filed for registration in this office on the day of 19 and was recorded in Vol. Record of Deeds, pages on the day of 19 at o'clock M.

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\_\_\_\_\_  
Judge of Probate

Fee \_\_\_\_\_

EXHIBIT "A"

Commence at the northeast corner of Section 25, Township 21 South, Range 3 West; thence southerly along section line 1,328.0 feet; thence right 94 degrees 20 minutes and run 1,316.2 feet; thence left 94 degrees 20 minutes and run 319.71 feet; thence right 93 degrees 48 minutes and run 1,280.84 feet; thence turn left 85 degrees 45 minutes and run 345.0 feet; thence left 94 degrees 15 minutes for a distance of 345.63 feet to the point of beginning; thence continue along last described course 221.3 feet; thence left 85 degrees 45 minutes and run 200 feet; thence left 94 degrees 15 minutes and run 221.3 feet; thence left 85 degrees 45 minutes and run 200 feet to the point of beginning. Being situated in the South-West quarter of North-East quarter of Section 25, Township 21 South, Range 3 West, Shelby County, Alabama.

ALSO an easement for ingress and egress being more particularly described as follows: Commence at the northwest corner of the above-described property and run southerly along west line of said tract 20.7 feet to a point on center line of a 20.0 foot easement and the point of beginning; thence right 72 degrees 22 minutes 23 seconds and run along said center line 133.5 feet; thence right 3 degrees 18 minutes 20 seconds and run 135.6 feet; thence right 5 degrees 21 minutes 20 seconds and run 103.5+ feet to the intersection of a county road and said 20.0 foot easement center line; said point being the terminus of said easement.

RIDER TO MORTGAGE

This RIDER is a part of and incorporated into the Mortgage dated the 26th day of April, 1988, made and entered into by Mark C. Spain and wife, Cynthia P. Spain, mortgagor(s), and COLLATERAL MORTGAGE, LTD., mortgagee.

In addition to the covenants and agreements made in the Mortgage, mortgagor and mortgagee further covenant and agree as follows:

- A. To amend Paragraph No. 20 of said Mortgage by deleting the same in its entirety and in lieu thereof substituting the following language, to-wit:

"The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than twelve months after the date on which the mortgage is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner."

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Mark C. Spain  
Mortgagor

Mark C. Spain  
(Typed name of above Mortgagor)

Cynthia P. Spain  
Mortgagor

Cynthia P. Spain  
(Typed name of above Mortgagor)

ALABAMA HOUSING FINANCE AUTHORITY

Single Family Mortgage Revenue Bond Program  
1987 Series A

ADDENDUM TO MORTGAGE  
(FHA LOANS ONLY)

The Mortgagee, Collateral Mortgage, Ltd.,  
or such of its successors or assigns as may by separate instrument assume  
responsibility for assuring compliance by the Mortgagor with the provisions of  
this Addendum, may declare all sums secured by this mortgage to be im-  
mediately due and payable if:

- (a) all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower ("Mortgagor") to a purchaser or other transferee:
  - (i) who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 103A(d) and (j)(2) of the Internal Revenue Code of 1954; or
  - (ii) who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Section 103A(e) and (j)(2) of the Internal Revenue Code (except that the language "100 percent" shall be substituted for "90 percent or more" where the latter appears in Section 103A(e)(1); or
  - (iii) at an acquisition cost which is greater than 110 percent of the average area purchase price (greater than 120 percent for targeted area residences), all as provided in Section 103A(f) and (j)(2) of the Internal Revenue Code; or
  - (iv) who has an income in excess of that established by the Alabama Housing Finance Authority under its applicable regulations or program guidelines in effect on the date of the sale or transfer; or
- (b) Borrower ("Mortgagor") fails to occupy the property described in the Mortgage without Lender's ("Mortgagee's") prior written consent; or
- (c) Borrower ("Mortgagor") omits or misrepresents a material fact in an application for this mortgage.

In witness whereof, the Borrower ("Mortgagor") has executed this Addendum on this 26th day of April, 1988.

Signature: Mark C. Spain      Signature: Cynthia P. Spain  
 Printed: Mark C. Spain      Printed: Cynthia P. Spain

STATE OF ALABAMA 88 MAY 12 AM 8:31

JEFFERSON COUNTY James A. Holliman  
JUDGE OF PROBATE

I, the undersigned, a notary public in and for said county, in said State, hereby certify that Mark C. Spain and Cynthia P. Spain whose name(s) is/are signed to the foregoing Addendum to Mortgage, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Addendum to Mortgage, he/she/they executed the same voluntarily on the date the same bears date.

1. Deed Tax \$ \_\_\_\_\_  
 2. Mig. Tax 97.35  
 3. Recording Fee 17.50  
 4. Indexing Fee 1.00  
 TOTAL 115.85  
 (SEAL)

Given under my hand and official seal this 26th day of April, 1988.

James A. Holliman  
Notary Public

My Commission expires: 4/1/90

This instrument was prepared by: James A. Holliman  
Address: 1610 Fourth Avenue North  
Bessemer, Alabama 35020

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