THIS INSTITUTE T PREPARED BY (Name) VIEW FOLLIS MAIN OFFICE LOAN CENT (Address) P.O. BOX 10566 BIRMINGHAM, ALABAMA 35296
STATE OF ALABAMA) COUNTY OF Jefferson) REAL ESTATE MORTGAGE
1795
WORDS USED OFTEN IN THIS DOCUMENT
(A) "Mortgage." This document, which is dated <u>October 24</u> , 19 <u>88</u> , will be called the "Mortgage."
. (B) "Bolrower." Kurt M.W. Niemann and wife Charlene Y. Niemann
will sometimes be called "Borrower" and sometimes simply "I." (C) "Lender." Central Bank of The South will be called "Lender." Lender is a corporation or association which was formed and which exists under the laws of the State of Alabama or the United States.
Lender's address is 701 South 20th Street Birmingham, Alabama 35233
(D) "Note." The note signed by Borrower and dated <u>October 24</u> , 19.88, will be called the "Note." The Note shows that I owe Lender <u>Thirty Five Thousand Two Hundred and No/100's * * * * * Dollars, plus interest, which I have promised to pay in payments of principal and interest for <u>20</u> years with a final payment due on <u>October 24</u>, pox 2008 The final payment may be a balloon payment which may be refinanced from time to time. (E) "Property." The property that is described below in the section titled "Description Of The Property." will be called the "Property."</u>
1—,
I grant, bargain, sell and convey the Property to Lender. This means that, by signing this Mortgage, I am giving Lender the rights that I have in the property subject to the terms of this Mortgage. The Lender also has those rights that the law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to: (A) Pay all the amounts that I owe Lender as stated in the Note; (B) Pay, with interest, any amounts that Lender spends under this Mortgage to protect the value of the Property and Lender's
rights in the Property; (C) Pay, with interest, any other amounts that Lender lends to me as Future Advances under Paragraph 7 below; (D) Pay any other amounts that I may owe Lender, now or in the future, including any amounts that I become obligated to pay as a result of another loan from Lender or my guaranty of a loan to someone else by Lender, sometimes referred to as "Other
Debts"; and (E) Keep all of my other promises and agreements under this Mortgage. If I keep the promises and agreements listed in (A) through (E) above, this Mortgage and the transfer of my rights in the Property will become void and will end.
AND ACRESTA
LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS If I fail to keep any of the promises and agreements made in this Mortgage, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Mortgage. Lender may do this without making any further demand for payment. This requirement will be called "Immediate Payment in Full."
If I fail to make immediate Payment in Full, Lender may sell the Property at a public auction. The public auction will be held at the front door of the courthouse in the county where the Property is located. The Lender or its attorney, agent or representative (the "auctioneer") may sell the Property in lots or parcels or as one unit as it sees fit at this public auction. The Property will be sold to the highest bidder, or if purchased by Lender, for credit against the balance due from Borrower. Notice of the time, place and terms of sale will be given to the public by publishing the notice with a description of the Property once a week for three (3) consecutive weeks in a newspaper of general circulation in the county where the sale will be held. The Lender or auctioneer shall have the power and authority to convey all of my rights in the Property to the buyer at the public auction and use the money received to pay the following amounts: (1) all expenses of the sale, including advertising and selling costs and attorney's and auctioneer's fees; (2) all amounts that I owe Lender under the Note and under this Mortgage; and (3) any surplus, that amount remaining after paying (1) and (2), will be paid to the Borrower or as may be required by law. If the money received from the public sale does not pay all of the expenses and amounts I owe Lender under the Note. Mortgage, I will promptly pay all amounts remaining due after the sale, plus interest at the rate stated in the Note.
The Lender may buy the Property or any part or interest in the Property at the public auction. If the Lender buys the Property, the auctioneer will make the deed in the name of the Borrower.
DESCRIPTION OF THE PROPERTY
I give Lender rights in the Property described in (A) through (I) below:
(A) The property which is located at Route 1 Box 279G Columbiana, Alabama 35051
This property is inShelby County in the State ofAlabama It has the following legal descrip
see exhibit 'A' attached hereto and made a part of this mortgage for legal
DESCRIPTION. Note:
THIS IS A PURCHASE MONEY MORTGAGE, THE PROCEEDS HAVE BEEN APPLIED TO THE PURCHASE PRICE OF THE HEREIN DESCRIBED REAL ESTATE CONVEYED TO MORTGAGORS (BORROWERS) SIMULTANOUSLY HEREWITH.
[If the property is a condominium, the following must be completed:] This property is part of a condominium project known as (called the "Condominium Project"). This property includes my unit and a
of my rights in the common elements of the Condominium Project; (B) All buildings and other improvements that are located on the property described in paragraph (A) of this section; (C) All rights in other property that I have as owner of the property described in paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the property;"
 (D) All rents or royalties from the property described in paragraph (A) of this section; (E) All mineral, oil and gas rights and profits, water rights and water stock that are part of the property described in paragraph (A) of this section;
of this section; (F) All rights that Lhave in the land which lies in the streets or roads in front of, or next to, the property described in paragraph (A of this section; INCENT, HASTY, ARMINED & WHALEY, F C.
99/32-2321 (Rev. 10/85) P. O. BOX 2784

BIRMINGHAM, ALABAMA 35202-27 4

AND CONTRACTOR OF THE PROPERTY OF THE PARTY OF THE PARTY

- (G) All fixtures that are now or in the future will be on the property described in paragraphs (A) and (B) of this section, and all replacements of and additions to those fixtures, except for those fixtures, replacements or additions that under the law are "consumer goods" and that I acquire more than twenty (20) days after the date of the Note;
- (H) All of the rights and property described in paragraphs (B) through (F) of this section that I acquire in the future; and

All replacements of or additions to the property described in paragraphs (B) through (F) and paragraph (H) of this section.
 All judgements, awards and settlements arising because the property described in paragraph (A) of this section has been condemned or damaged in whole or in part (including proceeds of insurance); provided, however, that any sum received by Lender will be applied to payments which I owe under the Note, in reverse order of maturity.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that except for the "exceptions" listed in the description of the Property; (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property.

I give a general warranty of title to Lender. This means that I will be fully responsible for any tosses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my owner-ship of the Property against any claims of such rights.

I promise and I agree with Lender as follows:

1. BORROWER'S PROMISE TO PAY PRINCIPAL AND INTEREST UNDER THE NOTE AND TO FULFILL OTHER PAYMENT OBLIGATIONS

I will promptly pay to Lender when due: principal and interest under the Note; late charges and prepayment charges as stated in the Note; principal and interest on Future Advances that I may receive under Paragraph 7 below; any amounts expended by Lender under this Mortgage; and all Other Debts.

2. LENDER'S APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires otherwise, Lender will apply each of my payments under the Note and under Paragraph 1 above in the following order and for the following purposes:

(A) First to pay interest then due under the Note; and

(B) Next, to late charges, if any; and

(C) Next, to lenders costs and expenses, if any; and

(D) Next, to pay principal then due under the Note.

3. BORROWER'S OBLIGATION TO PAY CHARGES AND ASSESSMENTS AND TO SATISFY CLAIMS AGAINST THE PROPERTY

I will pay all taxes, assessments, and any other charges and fines that may be imposed on the Property and that may be superior to this Mortgage and will make timely payments on any notes or other obligations secured by one or more mortgages superior to this Mortgage. I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will do this by making payments, when they are due, directly to the persons entitled to them. (In this Mortgage, the word "person" means any person, organization, governmental authority, or other party.) Upon request, I will give Lender a receipt which shows that I have made these payments.

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "lien." I will promptly pay or satisfy all liens against the Property that may be superior to this Mortgage. However, this Mortgage does not require me to satisfy a superior lien if: (A) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves the way in which I agree to pay that obligation; or (B) I, in good faith, argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up.

Condominimum Assessments

If the Property includes a unit in a Condominium Project, I will promptly pay when they are due, all assessments imposed by the owners association or other organization that governs the Condominium Project. That association or organization will be called the "Owners Association."

4. BORROWER'S OBLIGATION TO OBTAIN AND TO KEEP HAZARD INSURANCE ON THE PROPERTY

(A) Generally

I will obtain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies, and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. Lender may not require me to obtain an amount of coverage that is more than the value of all buildings and other improvements on the Property.

I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of the insurance policies and renewals of those policies must include what is known as a "standard mortgage clause" to protect Lender. The form of all policies and the form of all renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals.

I will pay the premiums on the insurance policies by paying the insurance company directly when the premium payments are due. If Lender requires, I will promptly give Lender all receipts of paid premiums and all renewal notices that I receive.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "proceeds." The proceeds will be used to reduce the amount that I owe to Lender under the Note and this Mortgage, unless Lender and I have agreed to use the proceeds for repairs, restoration or otherwise.

The Lender has the authority to settle any claim for insurance to the proceeds and the proceeds for repairs, restoration or otherwise.

The Lender has the authority to settle any claim for insurance benefits and to collect the proceeds. Lender then may use the proceeds to reduce the amount that I owe to Lender under the Note and under this Mortgage or to repair or restore the Property as Lender may see fit.

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and this Mortgage. However, Lender and I may agree in writing to those delays or changes.

If Lender acquires the Property by purchase at foreclosure sale, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender will belong to Lender. However, Lender's rights in those proceeds will not be greater than the amount that I owe to Lender under the Note and under this Mortgage.

(B) Agreements that Apply to Condominiums

(i) If the Property includes a unit in a Condominium Project, the Owners Association may maintain a hazard insurance policy which covers the entire Condominium Project. That policy will be called the "master policy." So long as the master policy remains in effect and meets the requirements stated in this Paragraph 4: (a) my obligation to obtain and to keep hazard insurance on the Property is satisfied; and (b) if there is a conflict, concerning the use of proceeds, between (1) the terms of this Paragraph 4, and (2) the law or the terms of the declaration, by-laws, regulations or other documents creating or governing the Condominium Project, then that law or the terms of those documents will govern the use of proceeds. I will promptly give Lender notice if the master policy is interrupted or terminated. During any time that the master policy is not in effect, the terms of (a) and (b) of this subparagraph 4(B) (i) will not apply.

(ii) If the Property includes a unit in a Condominium Project, it is possible that proceeds will be paid to me instead of being used to repair or to restore the Property. I give Lender my rights to those proceeds. All of the proceeds described in this subparagraph 4(B) (ii) will be paid to Lender and will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. If any of those proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. The use of proceeds to reduce the amount that I owe to Lender will not be a prepayment that is subject to the prepayment charge provisions, if any, under the Note.

5. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL OBLIGATIONS IN LEASE, AND AGREEMENTS ABOUT CONDOMINIUMS

(A) Agreements about Maintaining the Property and Keeping Promises in Lease

I will keep the Property in good repair. I will not destroy or substantially change the Property, and I will not allow the Property to deteriorate. If I do not own but am a tenant on the Property, I will fulfill my obligations under my lease.

(B) Agreements that Apply to Condominiums

If the Property is a unit in a Condominium Project, I will fulfill any of my obligations under the declaration, by-laws, regulations and other documents that create or govern the Condominium Project. Also, I will not divide the Property into smaller parts that may be owned separately (known as "partition or subdivision"). I will not consent to certain actions unless I have first given Lender notice and obtained Lender's consent in writing. Those actions are:

- (a) The abandonment or termination of the Condominium Project unless the abandonment or termination is required by law;
- (b) Any significant change to the declaration, by-laws or regulations of the Owners Association, trust agreement, articles of incorporation, or other documents that create or govern the Condominium Project, including, for example, a change in the percentage of ownership rights held by unit owners in the Condominium Project; and
- (c) A de the Owners Association to terminate professional management and to begin self-management in Condominium Project.

T TO TAKE ACTION TO PROTECT THE

If: (A) I do not keep my promises and agreements made In this Mortgage, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, a legal proceeding in bankruptcy, in 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 under this Paragraph 6 may include, for example, obtaining insurance on the Property, appearing in court, paying reasonable attorney's fees, and entering on the Property to make repairs.

I will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 6. This Mortgage will protect Lender in case I do not keep this promise to pay those amounts, with interest at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and I may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 6, Lender does not have to do so.

AGREEMENTS ABOUT FUTURE ADVANCES AND REFINANCING

I may ask Lender to make one or more loans to me in addition to the loan that I promise to pay under the Note, or to refinance the amount due under the Note. Lender may, before this Mortgage is discharged, make additional loans to me or refinance the amount due under the Note.

8. LENDER'S RIGHTS IF BORROWER TRANSFERS THE PROPERTY

If I sell or transfer all or part of the Property or any rights in the Property, Lender will require Immediate Payment In Full.

9. CONTINUATION OF BORROWER'S OBLIGATIONS

My obligations under this Mortgage are binding upon me, upon my heirs and my legal representatives in the event of my death, and upon anyone who obtains my rights in the Property.

Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the monthly payments of principal and interest due under the Note or under this Mortgage. Even if Lender does this, however, that person and I will both still be fully obligated under the Note and under this Mortgage unless. Lender specifically releases me in writing from my obligations. Lender may allow those delays or changes for a person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Note or under this Mortgage, even if Lender is requested to do so.

10. CONTINUATION OF LENDER'S RIGHTS

Even if Lender does not exercise or enforce any right of Lender under the Note, this Mortgage or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pay taxes, or pays other claims, charges or liens against the Property, Lender will still have the right to demand that I make Immediate Payment In Full of the amount that I owe to Lender under the Note and under this Mortgage.

11. LENDER'S ABILITY TO ENFORCE MORE THAN ONE OF LENDER'S RIGHTS; OBLIGATIONS OF BORROWERS; AGREEMENTS CONCERNING CAPTIONS

Each of Lender's rights under this Mortgage is separate. Lender may exercise and enforce one or more of those rights, as well as any of Lender's other rights under the law, one at a time or all at once.

If more than one person signs this Mortgage as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Mortgage. Lender may enforce Lender's rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under the Note and under this Mortgage. However, if one of us does not sign the Note, then: (A) that person is signing this Mortgage only to give that person's rights in the Property to Lender under the terms of this Mortgage; and (B) that person is not personally obligated to make payments or to act under the Note or under this Mortgage.

The captions and titles of this Mortgage are for convenience only. They may not be used to interpret or to define the terms of this Mortgage.

12. LAW THAT GOVERNS THIS MORTGAGE

The law that applies in the place that the Property is located will govern this Mortgage. The law of the State of Alabama will govern the Note. If any term of this Mortgage or of the Note conflicts with the law, all other terms of this Mortgage and of the Note will still

which contlict with the law, can be separat	ed from the remaining terms, and the remaining terms will still be enforced.
~ 3	By signing this Mortgage I agree to all of the above.
PAGE 902	2m4Dhanar
<u>ਨ</u>	Kunt M.W. Niemann
벌	Charlene 4. Junany
	Charlene Y. Niemann
270	
\sim	
	By:
300	No.
~	its:
CTATE OF ALABAMA \	
STATE OF ALABAMA } COUNTY OF Jefferson }	
	, a Notary Public in and for said County, in said State, hereby certify
!, <u>the undersigned</u> Kurt M W Niemann and wife	Charlene Y. Niemann whose name(s) are
that the transfer that the transfer that	are known to me, acknowledged before me on this day that, being informed
signed to the foregoing conveyance, and who they	KNOWIT TO THE, SCRIDWINGGES DETOIS THE OIL THIS GET THAT, DETING WHENTER
	executed the same voluntarily on the day the same bears date!
Given under my hand and official searthis	24th day of October 19_88
8////9	A Wally Stally Not by Fublic -
My commission expires:	Notes Fublic
STATE OF ALABAMA)	
COUNTY OF)	
	, a Notary Public in and for said County, in said State, hereby certify
	, whose name as
of	is signed to the foregoing conveyance.
and who is known to me, acknowledged before to	me on this day that, being informed of the contents of such conveyance,
	Il authority, executed the same voluntarily for and as the act of said
	day of, 19
My commission expires:	
- ·	Notary Public

EXHIBIT

Commence at the NE corner of the SE-1/4 of the NE-1/4 of Section 35, Township 20 South, Range 2 West, and run South along the East line of said 1/4-1/4 a distance of 438.00 feet to the point of beginning; thence turn 95° 10' 30" right and run 202.50 feet; thence turn 84° 48' 07" right and run 438.25 feet to the North line of said 1/4-1/4; thence turn 95° 21' 44" right and run East along the North line of said 1/4-1/4 a distance of 202.74 feet to the NE corner of said 1/4-1/4; thence turn 84° 39' 39" right and run South along the East line of said 1/4-1/4 a distance of 30.00 feet; thence turn 95° 27' 09" right and run 202.71 feet; thence turn 00° 08' 29" left and run 862.14 feet; thence turn 92° 37' 38" left and run 380.09 feet; thence turn 92° 40' 19" right and run 254.62 feet to the West line of said 1/4-1/4; thence turn 92° 44' 05" left and run South along the West line of said 1/4-1/4 a distance of 272.30 feet; thence turn 87° 38' 42" left and run 1349.08 feet to the East line of said 1/4-1/4; thence turn 94° 58' 34" left and run North along the East line of said 1/4-1/4 a distance of 237.87 feet to the point of beginning.

Mineral and mining rights excepted.

Subject to easements and restrictions of record.

Kurt M.W. Niemann

Charlene Y. Niemann

ľ		•						
ΤH	IS IN	STRUMENT PREPARED E	3Y: (Name)	עורעוף טאי	IIIS WATE A			
			>1. (Ivaino)	P.O. BOX	L ils Main u 10566 Ribwi	FFICE LOAN C NGHAM, ALABAM	ENTER	
		•	(Address)		TOJOU BIRMI	ALABAM	A 35296	
	· · •				40	HIOTADI		.:
		OF ALABAMA)			AD	102 IAR	LE RATE	<u> </u>
U	UNI	YOF Jefferson)			MORTO	SAGE AL	MENDMI	ENIT
		,				AAGE AI	AITIADIAII	-141
		NOTICE: THE MORTGAGE	AND THIS ALIENC	MAENT SECURE A	N AR BIOTAGI E	SATE MOTE MENO		
		SIONS ALLOWING FOR CHAP	NGES IN THE INTE	REST RATE, INCR	EASES IN THE IN	ITEREST RATE MA	V RECHI T IN LIGHT	E&
		PAYMENTS OR A LARGER FII SMALLER FINAL PAYMENT, (INAL PAYMENT. DI	ECREASES IN THE	E INTEREST RATE	E MAY RESULT IN L	OWER PAYMENTS	, A Term
		This Adjustable Rate Mortgage	Amendment, dated	Octobe	<u>r 24, 1988.</u>	, amend	s and supplements t	he Mortgage
	date		8, which I g	ave to Central Bank	The Sout	<u>h</u>	(the "Lender"): (X)	to which this
		ndment is attached. () which i		_			Coun	
	in Re		-	····	This Ameno	lment covers the Pro	operty described in the	ne Mortgage.
•	provi	The word "Note" used in the Mo sions allowing Lender to change anges in an interest rate index.	vitgage and this Ame the interest rate and	endment shall includ the monthly payme	e an "Adjustable R nt amounts, and to	late Note." An Adjusta Increase the amount	able Rate Note is a no of principal to be repa	te containing aid as a result
. n	n iet	IDI E DATE MODTOAGE AME						
10.		ABLE RATE MORTGAGE AME					٠.	•
	in ac	idition to the promises and agree	aments i make in the	e Morigage, i promi	se and agree with	Lender as follows:		
	(A)	interest Rate Adjustments						
		The Note provides for an adjusta	able interest rate wh	ich will be increased	for decreased on t	the Interest Adjustme	int Dates as describe	d in the Note
#	The i	Note provides for a beginning int	terest rate of 11 .	<u>0 </u>	rcent and an initia	l Interest Adjustmeni	Date of Oct. 2	4. 1993
	Char	nges in the interest rate are subje	act to an interest rat	e ceiling of $\frac{27}{}$.0%	and floor of8.0		,
		The Index Rate is the auction	rate for United Sta	tes Treasury Bills v	vith maturities of 2	26 weeks, as establi	shed at the most re	رے ۔\ cent auction
P. S. C. F.	imme	ediately prior to the date of the N	ote and each subse	equent Interest Adju	stment Date. The	beginning Index Rate	a in the Note is 🍱🗸	a_ percent.
_	(B)	Monthly Payment Adjustmen	nts					(7.0)
ゴ		If the rate of interest changes, the	e amount of my payr	nent will change as	provided in the Not	e Anvincease in m	v monithiv navment e	مورساخ مطالقه بالعسام
L	limite	ia to ten percent (10%) of the prev	/iOusiv scheduled pa	syment amount. The	limitation on Incre.	ases in my monthly o	sont trucement amount	e not analy at
_	mont	me of the final payment adjustment hly payment amount will decreas	ent, or it the balance se if the interest rate :	e due under the Not applicable to the Not	e exceeds 115% c e decreases. How	of the original princip ever my monthly nev	al sum as set out in t	the Note. My
800¥	belov	v the beginning monthly paymen	nt as set out in the N	lote.		over, my montally pay		
4 0	(C)	Increases in Principal Balanc	e: Future Advance	L G				
	,				4	H		
	amou	The Note provides that the princill interest which has been earned cation of my payment. The amount advanced. The total principal ances made under the Mortgage.	d since my last payr unt advanced by Le amount secured by t	nent, Lender will act nder will be added :	vance an amount of the principal of the	equal to the interest e the Note and I will be	earned by Lender but	unpaid after
	(D)	Loan Charges	• *					
	reduc	In the event a law which applies loan charges collected or to be deed by the amount necessary to itted limits will be refunded to Botton and the Posterior	collected in connect reduce the charge	ion with the Note we to the permitted lim	Duid exceed the pe nit: and (b) any suc	ermitted limits, then: (a) any such loan cha I from Borrower whic	arge shall be

Under paragraphs 3 and 4 of the Mortgage, Borrower is required to pay all taxes, assessments and hazard insurance premiums and upon request

I will pay to Lender all amounts necessary to pay for taxes, assessments, ground rents (if any), and hazard insurance on the Property and

(i) One-twelfth of the estimated yearly taxes, assessments and ground rents (if any) on the Property which under the law may be superior to this

of Lender furnish receipts for such payments. As an alternative to the payment of such amounts directly by Borrower, Lender may at its option require

mortgage insurance (if any). I will pay those amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless the law requires

(1) BORROWER'S OBLIGATION TO MAKE MONTHLY PAYMENTS TO LENDER FOR TAXES AND INSURANCE

otherwise. I will make those payments on the same day that my monthly payments are due under the Note.

(ii) One-twelfth of the estimated yearly premium for hazard insurance covering the Property; plus

The amount of each of my payments under this Paragraph E will be the sum of the following:

(iii) One-twelfth of the estimated yearly premium for mortgage insurance (if any).

Mortgage; plus

direct payment to Borrower.

(E) Monthly Payments for Taxes and Insurance

Borrower at any time to make monthly payments to Lender for taxes and insurance.

Lender will determine from time to time my estimated yearly taxes, assessments, ground rents and insurance premiums based upon existing assessments and bills, and reasonable estimates of future assessments and bills. (Taxes, assessments, ground rents and insurance premiums will be called "taxes and insurance.") The amounts that I pay to Lender for taxes and insurance under this Paragraph E will be called the "Funds."

If, when payments of taxes and insurance are due, Lender has not received enough Funds from me to make those payments, I will pay to Lender whatever additional amount is necessary to pay the taxes and insurance in full. I must pay that additional amount in one or more payments as Lender may require.

(2) LENDER'S OBLIGATIONS CONCERNING BORROWER'S MONTHLY PAYMENTS FOR TAXES AND INSURANCE

Lender will keep the Funds in a savings or banking institution, if Lender is such an institution then Lender may hold the Funds. Except as described in this Paragraph E, Lender will use the Funds to pay taxes and insurance. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Funds on deposit, for using the Funds to pay taxes and insurance, for analyzing my payments of Funds, or for receiving, verifying and totalling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge. Lender will not be required to pay me any interest on the Funds unless Lender agrees in writing to pay interest on the Funds.

If Lender's estimates are too high or if taxes and insurance rates go down, the amounts that I pay under this Paragraph E will be too large. If this happens at a time when I am keeping all of my promises and agreements made in the Mortgage, I will have the right to have the excess amount either promptly repaid to me as a direct refund or credited to my future monthly payments of Funds. There will be excess amounts if, at any time, the sum of (a) the amount of Funds which Lender is holding or keeping on deposit, plus (b) the amount of the monthly payments of Funds which I still must pay between that time and the due dates of taxes and insurance, is greater than the amount necessary to pay the taxes and insurance when they are due.

When I have paid all of the amounts due under the Note and under the Mortgage, Lender will promptly refund to me any Funds that are then being held or kept on deposit by Lender. If, under the provisions of the Mortgage, either Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any Funds which Lender is holding or has on deposit at that time to reduce the amount that I owe to Lender under the Note and under the Mortgage.

(F) Conflict in Loan Documents

京山 教教の事のとう 前者のおはないのかれているまし

My commission expires: _

In the event of conflict between any of the terms of the Mortgage and this Amendment, the terms of this Amendment shall apply. In the event of

C			By signing this Anie	indment i agree to all of the above.	<u></u>
PAGE SUUD	· · · · · · · · · · · · · · · · · · ·	* . (*)	Kurt M.W N Charlene Y.	ne y. Tumann	<u>ن</u> غة
	STATE OF ALA. SHELBY I CERTIFY THIS INSTRUMENT WAS F	ILEU		i. Dood Tax \$	
<u> </u>	88 OCT 26 AM 11:		By:	The lax	ABO
TATE OF ALABAMA	JUDGE OF PROBATI	ean, pan E		4. Indaxing Fee	1.00 20
*	erson) undersigned . Niemann and wi	fe Charlen	· · · · · · · · · · · · · · · · · · ·	In and for said County, in said State	le, hereby certify
gned to the foregoing the contents of this	conveyance, and who	are / 2/th	known to me, ackno	windged before me on this day that territy on the day the same befars dat	
Given under my ly commission expl	res:	9/		Notary Public	
TATE OF ALABAM	IA)			in and for said State	• hereby certif
f		,a	, whose name as	is signed to the foregoi	ng conveyanc
nd who is known to	me, acknowledged before	e me on this day to full authority, exc	that, being informed of the conte ecuted the same voluntarily for a	nts of such conveyance, nd as the act of said	·

ABAMA 35202-2

Notary Public

. 2 pt s