

407

3708 PAGE 286 288

State of Alabama

# Mortgage

File Case No.  
011: 3194142-734

1180 70

The State of Alabama, } ss:  
Jefferson County. }

Know All Men by These Presents:

That whereas the undersigned Katherine H. Peranich, an unmarried woman  
of the City of Birmingham, County of Jefferson  
party of the first part (hereinafter called the Mortgagor),  
and State of Alabama  
has become justly indebted unto South States Mortgage Corporation  
a corporation organized and existing under the laws of  
party of the second part (hereinafter called the Mortgagee), in the full

the State of Alabama  
sum of Seventy Two Thousand Four Hundred and 00/100  
Dollars (\$ 72,400.00), money lent and advanced, with interest at the rate of  
Nine and One-half per centum ( 9.50 %) 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 South States Mortgage Corporation, or at such other place as the holder  
in Birmingham, Alabama

may designate in writing, in monthly installments of Six Hundred Eight and 78/100  
Dollars (\$ 608.78), commencing on the first day of December  
19 89, 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 November 20 19

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 Jefferson County, Alabama, to wit:

See Attached Exhibit "A" for legal description.

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

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

Also mortgaged herewith is range/oven, refrigerator, dishwasher, garbage disposal, vent fan, and wall to wall carpet located in the residence on the above described property.

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 she is seized of said real property in fee simple, and has 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;

Lamar Ham

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) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(i) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(ii) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, 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

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

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

(III) interest on the note secured hereby;

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

(V) 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 (b) 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 (b) 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 all payments made under the provisions of (a) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development and any balance remaining in the funds accumulated under the provisions of (b) 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 (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

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

dition 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 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 Mortgagor 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 Deficient 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 (60) 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

3708 PAGE 289

subsequent to the allotted days' time  
from the date of this mortgage, declining to insure said note and  
this mortgage being deemed conclusive proof of such ineligibili-  
ty), the Mortgagee or the holder of the note may, at its option,  
declare all sums secured hereby immediately due and payable.

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 Mort-  
gagee in said property becomes endangered by reason of the en-  
forcement of any prior lien or encumbrance thereon, then, in any  
such event, the whole indebtedness hereby secured shall im-  
mediately 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 Birmingham  
County of Jefferson  
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 the  
payment of the purchase money, the Mortgagor or any person  
conducting said sale for it is authorized to execute to the pur-  
chaser 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 ex-  
penses 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 in-  
terest 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.

Given under my hand and seal  
[Seal]  
[Seal]

this the 30th day of October, 19 89  
Katherine H. Peranich [Seal]  
Katherine H. Peranich [Seal]

State of Alabama,  
Jefferson

County } ss:

I, the undersigned  
Katherine H. Peranich, an unmarried woman  
whose names is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this  
day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same  
bears date.

Given under my hand and official seal this 30th day of October, 19 89  
[Signature]  
MY COMMISSION EXPIRES NOVEMBER 9, 1989 Notary Public  
(Address)

This instrument was prepared by  
(Name) LAMAR HAM  
ATTORNEY AT LAW  
3512 OLD MONTGOMERY HWY.  
State of Alabama, BIRMINGHAM, ALABAMA 35209 County } ss:

I, \_\_\_\_\_  
conveyance was filed for registration in this office on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_  
and was recorded in Vol. \_\_\_\_\_, Record of Deeds, pages \_\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
\_\_\_\_\_  
Judge of Probate

3708 PAGE 290

3708 PAGE 290

EXHIBIT "A"

Unit 10-4, in Windhover, a Condominium, located at Old Rocky Ridge Road, Jefferson County, Alabama, as established by Declaration of Condominium, recorded on July 23, 1975, in Real Volume 1197, page 689 in the Probate Office of Jefferson County, Alabama, and in Misc. Book 12, page 1, in the Probate Office of Shelby County, Alabama, as amended by Amendments of Declaration of Condominium recorded in Real Volume 1200, page 637, in Real Volume 1385, page 91, and in Real Volume 1388, page 152, in the Probate Office of Jefferson County, Alabama, and in Misc. Book 12, page 196 and Misc. Book 18, page 28, and in Misc. Book 18, page 163, in the Probate Office of Shelby County, Alabama; together with an undivided interest in the common elements of Windhover, a Condominium as set out in Exhibit "B" attached to said Declaration of Condominium, as it may have been or may hereafter be amended pursuant to said Declaration; said units being more particularly detailed in the plans and drawings of said Condominium as recorded in Map Book 107, page 26, in the Probate Office of Jefferson County, Alabama, and in Map Book 6, page 52, in the Probate Office of Shelby County, Alabama, as amended by revised or supplemental plans recorded in Map Book 107, page 32 and in Map Book 111, page 34, in the Probate Office of Jefferson County, Alabama, and in Map Book 6, page 55, in Map Book 6, page 133, in the Probate Office of Shelby County, Alabama.

BOOK 281 PAGE 422



3708 PAGE 291

RIDER

This Rider is made this 30th day of October, 19 89  
and is incorporated into and shall be deemed to amend and supplement a Mortgage,  
Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of  
even date herewith given by the undersigned to secure Borrower's Note to  
South States Mortgage Corporation (herein "Lender").

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 12 months after the date on which the  
mortgage is executed, to a purchaser whose credit has not been approved in  
accordance with the requirements of the Commissioner. [If the property is not  
the principal or secondary residence of the mortgagor, "24 months" must be  
substituted for "12 months."]

In witness whereof, Borrower has executed this Rider.

Katherine H. Peranich  
Borrower Katherine H. Peranich

Borrower

BOOK 281 PAGE 423

3708 MAY 292

RIDER

The mortgagor further covenants that he will pay his share of the common expenses or assessments and charges by the Association of Owners as provided in the instruments establishing the condominium.

The Regulatory Agreement executed by the Association of Owners and attached to the Plan of Apartment Ownership (Master Deed or Enabling Declaration) recorded on July 23, 1975 in the Land Records of the County of Jefferson, State of Alabama, is incorporated in and made a part of this mortgage (deed of trust). Upon default under the Regulatory Agreement by the Association of Owners or by the mortgagor (grantor) and upon request by the Federal Housing Commissioner, the mortgagee, at its option may declare this mortgage (deed of trust) in default and may declare the whole of the indebtedness secured hereby to be due and payable.

As used herein, the term "assessments" except where it refers to assessments and charges by the Association of Owners, shall mean "special assessments" by state or local governmental agencies, districts or other public taxing or assessing bodies.

Resolution of Inconsistency--if this mortgage and note be insured under Section 234 (c) of the National Housing Act, such Section and regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provision of this or other instruments executed in connection with this mortgage and note which are inconsistent with said Section of the National Housing Act or Regulations are hereby amended to conform thereto.

Failure of the mortgagor to pay the mortgagor's share of the common expenses or assessments and charges imposed by the Association as provided for in the instruments establishing the Association shall constitute a default under the provisions of Section 234 (c) of the Housing Act and result in a lien on the individual unit that will be subordinate to the first mortgage.

*Katherine H. Peranich*  
Katherine H. Peranich

STATE OF ALA. JEFFERSON CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON

1985 NOV -1 PM 2:43

RECORDED & INDEXED  
DEED FILE NO. 10862

NOTARY PUBLIC

10860  
1980  
128.10

281 MAY 424

BOOK 281 PAGE 425

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

90 MAR -7 AM 11:07

JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax	\$	
3. Recording Fee	\$	20.00
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	1.00
6. Certified Fee	\$	1.00
Total	\$	25.00

## CERTIFIED COPY

State of Alabama  
Jefferson County

I, the Undersigned, as Judge of the Court of Probate,  
in and for said County, in said State, hereby certify that  
the foregoing is a full, true and correct copy of the instru-  
ment with the filing of same as appears of record in this  
office in Vol. 3708 Record of       

on page 286

Given under my hand and official seal, this the 1

day of March 1970

George A. Reynolds

Judge of Probate