ALFM

[Space Above This Line For Recording Data]

577407 State of Alabama

MORTGAGE

FHA Case No.

011-3302285 205

THIS MORTGAGE ("Security Instrument") is given on AUGUST 1ST The Mortgagor is LINDA W. FULTON, A SINGLE PERSON

, 19 ⊸u

whose address is 574 MORISTON ROAD, FAYETTEVILLE, NO 28304 , ("Borrower"). This Security Instrument is given to NORWEST MORTGAGE, INC.

, and whose which is organized and existing under the laws of THE STATE OF MINNESOTA 500 CLEMENS BUILDING, 200 10TH STREET, DES MOINES, 1A address is ("Lender"). Borrower owes Lender the principal sum of

A EIGHTY THREE THOUSAND EIGHT HUNDRED FORTY FOUR AND 00/100

Dollars (U.S. \$ ******83,844.00). This debt is evidenced by Borrower's note dated the same date as this Security "Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced AUGUST 1ST, 2020 by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with the power of sale, the following described property located in County, Alabama: SHELBY

Lot 29, according to the Amended Map of Timber Park, as recorded in Map Book 13 page 115 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to all easements and restrictions of record. Subject to mineral and mining rights if not owned by Grantor.

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

The attached Alabama Housing Finance Authority Rider and the attached Tax Exempt Financing Rider are hereby incorporated by reference and

made a part hereof as if set out fully herein.

The attached HUD/FHA Deed of Trust/Mortgage Rider is hereby incorporated by reference and made a part hereof as if set out fully herein.

TAX STATEMENTS SHOULD BE SENT TO: NORWEST MORTGAGE INC., 200 FORH STREET, DES MUINES, TA SOSOS which has the address of 1412 TIMBER CIRCLE, HELENA [ZIP Code], ("Property Address");

[Street, City].

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 seized 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.

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

torigage - 6/89

AFIALL

THE PARTY OF THE P

BOOK

Alabama

35080

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Most Security Instruments insured by the Secretary are insured under programs which require advance payment of the entire mortgage insurance premium. If this Security Instrument is or was insured under a program which did not require advance payment of the entire mortgage insurance premium, then each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall If Borrower tenders to Lender the full payment of all sullis secured by the Secretary and (c) and any mortgage insurance premium be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium, unless Borrower paid the entire mortgage insurance premium when this Security Instrument was signed;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

A STATE OF THE PROPERTY OF THE

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

- 5. Preservation and Maintenance of the Property, Leaseholds. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.
- 6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

- 8. Fees. Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
 - (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
 - (b) Sale Without Credit Approval. Lender shall, with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:
 - (i) All or part of the Property is sold or otherwise transferred (other than by devise, descent or operation of law) by the Borrower,

 - MATERIAL STATES OF THE PROPERTY OF THE PROPERT (iii) The credit of the purchaser or grantee has not been approved in accordance with the requirements of the Secretary.
 - (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
 - (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 successor 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.
- 12. 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 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument This Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or may accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

 13. Notices. Any notice to Borrower provided for in this Security Instrument should be applicable law requires the state of the security Instrument should be applicable law requires the state of the security Instrument should be applicable law requires the state of the security Instrument should be applicable law requires the state of the security Instrument should be applicable law requires the state of the security Instrument should be applicable law requires the state of the security Instrument should be applicable law requires the state of the security Instrument should be applicable law requires the state of the security Instrument should be applicable law requires the state of the security Instrument should be applicable law requires the state of the security Instrument should be applicable law requires the state of the security Instrument should be applicable law requires the state of the state of the security Instrument should be applicable law requires the state of the s 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
 - 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by 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 shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument
 - 14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the 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.
 - 15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.
 - 16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

NORWEST,

INC.

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable aftorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in paragraph

13. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in

SHELBY

County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

- 18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
- 19. Walvers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.
- PERMITTED BY APPLICABLE LAW. LENDER SHALL BE ENTITLED TO COLLECT ACT
 EXPENSES INCURRED IN PURSUING THE REMEDIES PROVIDED IN THIS PARAGRAPH
 IV, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' RECURNOLOGY
 OF TITLE EVIDENCE.

Riders to this Security Instrument. If one or meanity Instrument, the covenants of each such rider shat and agreements of this Security Instrument as if the rider (Condominium Rider APlanned Unit Development Rider G	all be incorporated into and shall amend (s) were in a part of this Security Instrument djustable Rate Rider	and supplement the covenants
BY SIGNING BELOW, Borrower accepts and agreexecuted by Borrower and recorded with it. Witnesses:	es to the terms contained in this Security LINDA W. FULTO	Fella (Seal)
•		(Seal) -Borrower(Seal) -Borrower
	Page 4 of 4	-Borrower
STATE OF ALABAMA, SHELBY	County ss:	
On this 1st day of August, a No. 1. FULTON, A SINGLE PERSON	otary Public in and for said county and	under signed in said state, hereby certify that
foregoing conveyance, and who 15 know of the conveyance, S he executed the san Given under my hand and seal of office this	, whose name(on to me, acknowledged before me that, ne voluntarily and as Hink act lat day of August	
My Commission expires: 1-8-94	Notary Public	

NORWEST MORTGAGE, INC.

BIRMINGHAM, AL 35/2090000

a 700 BYRD DRIVE

SUITE 100

ALABAMA HOUSING FINANCE AUDITORITY

Single Family Mortgage Revenue Bond Program
1990 Series A

NOTICE TO BUYERS (FHA LOANS ONLY)

Your home purchase is being financed with a mortgage made available with the assistance of the Alabama Housing Finance Authority (the "Authority"). This mortgage is made at an interest rate below what is usually being charged. Because of this, your mortgage provides that you cannot sell your home to a person ineligible for assistance from the Authority, unless you pay your loan in full. If you sell your home to a party ineligible for the Authority's assistance, the Authority may demand immediate full repayment of the loan. This could result in foreclosure of your mortgage and repossession of the property. In addition, if you rent the property or committed fraud or intentionally misrepresented yourself when you applied for the loan, the lender may foreclose your mortgage and repossess the property. If the lender takes your home through a foreclosure of the mortgage because of these reasons, HUD will not be able to help you.

If the money received from the foreclosure sale is not enough to pay the remaining amount of money you owe on the loan, the Authority may obtain a deficiency judgment against you (a court ruling that you must pay whatever money is still owed on the loan after the foreclosure sale). Such judgment will be taken over by HUD if the Authority files an insurance claim against HUD because of the foreclosure. HUD may then bring an action against you to collect the judgment.

BORROWER Linda W. Fulton

BORROWER

August 1, 1990

DATE



,	ALABAMA HOUSING F Single Family Mortgage 1990 Se	Revenue Bond Pro	gram	
supplement	AX-EXEMPT FINANCING RIDER is in the Mortgage of the same date given by	(ne undersigned (DOLLOWER OF THOLIGH	to amend and gor") to ("Lender" or
1/11/17	ryest Mortgage, Inc. ") and covering the property described in Timber Circle, Helena, Alabama 3508 tents made in the Mortgage, Borrower and	11.7	. 111 800111011 10	the covenants
_				
assuring require	, or such of its successors or assigns as may g compliance by the Borrower with the pro immediate payment in full of all sums se	cured by this Mor	tgage if:	,
(otl	All or part of the property described in her than by devise, descent or operation asferce:	the Mortgage is so of law) by Borro	old or otherwise trans wer to a purchaser or	ferred other
	(i) Who cannot reasonably be expected residence within a reasonable time after the 143(c) and (i)(2) of the Internal Revenue	he sale or transier,	property as a princi all as provided in Sect	pal ion
©	(ii) Who has had a present ownership part of the three-year period ending on the in section 143(d) and (i)(2) of the Internshall be substituted for "95 percent or 143(d)(1); or	at Revenue Code (more" where the	except that "100 perce latter appears in Sect	ent" lion
(iii) At an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences), all as provided in Section 143(e) and (i)(2) of the Internal Revenue Code; or (iv) Who has a gross family income in excess of 115% of the applicable median family income (140% of the applicable median family income for a purchaser or				
8 00 K	(iv) Who has a gross family income family income (140% of the applicable transferee of a residence in a targeted substituted for 115% and 140%, respective family of fewer than 3 individuals, all the Internal Revenue Code; or	median ramily in area), except that vely, if the purcha I as provided in Se	100% and 120% shall ser or other transfered ctions 143(f) and (i)(2	t be has 2) of
l: co	b) Dorrower fails to occupy the property donsent of Lender or its successors or assign inancing Rider, or	is described at the		
re tl	c) Borrower omits or misrepresents a fact the espect to the provisions of Section 143 of the loan secured by this Mortgage.	the internal Reven	ide Code in an opposi	
are deem	es are to the 1986 Internal Revenue Code led to include the implementing regulation			
Financin				
IN W on this _	ITNESS WHEREOF, the Borrower has exe	ecuted this Tax-E) , 19 <u>90</u>	empt Financing Ride	r and Addendum
Signa	ature: Sinde Withleto	〜 Signature:_		<u>, </u>
Print	ted: Linda W. Fulton	Printed:		,
STATE Shelby	OF ALABAMA) yCOUNTY)			in said State
1, hereby o	the undersigned certify that Linda W. Fulton, an unit whose name(s) is/are signed to t	, a notary publi narried woman he foregoing Tax-l	c in and for said coul and Exempt Financing Rid	er, and who is/are
known (Tax-Ex	to me, acknowledged before me on this dempt Financing Rider, he/she/they execu	ited the same volu	ntarily on the day the	same bears date.
Give	en under my hand and official seal this _	1st day of	August	, 19 <u>90</u> .
		rw l	/ / / 1 % // ///	

My Commission Expires: 1-8-94

(SEAL)



HUD/FHA DEED OF TRUST/MORTGAGE RIDER

This Rider made this 1 siday of August
that certain Deed of Trust or Mortgage (Security Instrument) of even date herewith given by the undersigned ("Borrower") to secure Borrower's Note to

Norwest Mortgage, Inc.

("Lender") as follows:

The following paragraph is in substitution and in lieu of paragraph 9(b) of the Security Instrument:

- 9(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require Immediate payment in full of all the sums secured by this Security Instrument it:
- (I) All or part of the Property is otherwise transferred (other than by devise or descent) by the Borrower, and
- (II) The Property is not occupied by the purchaser or grantee as his or her primary or secondary residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

Except as modified herein the Security Instrument referenced above is and shall remain in full force and effect.

Borrower Linda W. Fulton

303race 991

STATE OF ALA: SHELBY CO.

INSTRUMENT WAS FILED

AND: 39

90 AUG -6 AH 10: 39

Borrower

Borrower

Borrower