

VA Form 28-6700 (Home Loan)
Revised March 1975, Use Optional
Revised 1988, Title 38, U.S.C.
Acceptable to Federal National
Mortgage Association
Amended February, 1988

ALABAMA
060001797
VAN2260502256

MORTGAGE

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE PRIOR APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT, SUCCESSORS OR ASSIGNS.

The attached RIDER is made a part of this instrument.

THE STATE OF ALABAMA, }
SHELBY COUNTY, }

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned
JAMES DENNIS CATES AND TAMELA DAWN CATES, HUSBAND AND WIFE

of the city of ALABASTER county of SHELBY and State of ALABAMA
party of the first part (hereinafter called the Mortgagor), has become justly indebted unto

COMPASS BANK
P.O. BOX 10687
BIRMINGHAM, ALABAMA 35202-0687

, a corporation organized and existing under the laws of
THE STATE OF ALABAMA, party of the second part (hereinafter called the Mortgagee), in the
full sum of NINETY THOUSAND ONE HUNDRED TWENTY FIVE AND NO/100

(Dollars
\$ 90,125.00), money lent and advanced, with interest at the rate of EIGHT AND NO/100
percentum (8.000 %) 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
COMPASS BANK
P.O. BOX 10687

in BIRMINGHAM, ALABAMA 35202-0687, or at such other place as the holder may designate
in writing delivered or mailed to the Mortgagee in monthly installments of
SIX HUNDRED SIXTY ONE AND 31/100

Dollars (\$ 661.31), commencing on the first
day of NOVEMBER, 1995, and continuing 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 money
paid, shall be due and payable on the first day of October, 2025

WHEREAS the said Mortgagor is desirous of securing the prompt payment of said note and the several in-
stallments of principal, interest, and monthly payments hereinafter provided for, and any additional indebtedness ac-
cruing 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 Mort-
gagor JAMES DENNIS CATES AND TAMELA DAWN CATES, HUSBAND AND WIFE
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 THEY the said
JAMES DENNIS CATES AND TAMELA DAWN CATES, HUSBAND AND WIFE do hereby
grant, bargain, sell, assign, and convey unto the said Mortgagee the following-described real property situated in
SHELBY County, Alabama, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF AS IF SET FORTH IN FULL HEREIN
FOR THE COMPLETE LEGAL DESCRIPTION OF THE PROPERTY BEING CONVEYED BY THIS INSTRUMENT.

THE PROCEEDS OF THIS MORTGAGE LOAN HAVE BEEN APPLIED TOWARD THE PURCHASE
PRICE OF THE SUBJECT PROPERTY AND CONVEYED SIMULTANEOUSLY HEREWITIL

together with the hereditaments and appurtenances thereto belonging, and the rents, issues, and profits of the above-
described property (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues,
and profits, until default hereunder), and all fixtures now or hereafter attached to or used in connection with the premises
herein described and in addition thereto the following described household appliances, which are, and shall be deemed
to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

09/26/1995-26963
09:43 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
J. M. W. J. M. W.

STATE OF ALABAMA
COUNTY OF SHELBY

69692-5461

Should the Department of Veterans Affairs fail or refuse to issue its guaranty of the loan secured by this instrument the provisions of the Servicemen's Readjustment Act of 1944, as amended, within sixty (60) days from the date the loan would normally become eligible for such guaranty, the Mortgagee may, at its option, declare all sums secured hereby immediately due and payable.

The Mortgagor covenants and agrees that so long as this Mortgage and the said Note secured hereby are guaranteed under the provisions of the Servicemen's Readjustment Act of 1944, as amended, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

TO HAVE AND TO HOLD the same with all the rights, privileges, and appurtenances thereto belonging or in anywise appertaining unto the said Mortgagee and assigns of the Mortgagee forever.

And the Mortgagor hereby covenants that ~~THEY~~ seized of said real property in fee simple, and have a good right to sell and convey the same; that the property is free from all encumbrances and that the Mortgagor, and the Mortgagor's heirs, executors, administrators, next-of-kin, and assigns will forever defend the same unto the Mortgagee and assigns against the claims of all persons whomsoever.

THIS 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 prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

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, as trustee, (under the terms of this trust as hereinafter stated) on the first day of each month until said note is fully paid, the following sums:

(a) Subject to applicable law or to a written waiver by the Mortgagee, Mortgagor shall pay to the Mortgagee on the day monthly payments are due under the note, until the note is paid in full, a sum ("Funds") for: (I) taxes and assessments levied or to be levied against the property which may attain priority over this mortgage as a lien on the Premises; (II) leasehold payments or ground rents on the Premises, if any; (III) hazard or property insurance premiums; (IV) flood insurance premiums, if any; and (V) mortgage insurance premiums, if any. These items are called "Escrow Items." The Mortgagee may, at any time, collect and hold Funds in an aggregate amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagor's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as amended from time to time, ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, the Mortgagee may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. The Mortgagee may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. The cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Mortgagor's payments are available in the account may not be based on amounts due for the mortgage insurance premium, if any.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (I) ground rents, if any, taxes, special assessments, fire, flood and other hazard insurance premiums;
- (II) interest on the note secured hereby;
- (III) amortization of the principal of said note; and
- (IV) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any monthly payment of principal and interest, and Escrow Items if permitted by RESPA or any other governing law, when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the amounts held by the Mortgagee for Escrow Items exceed the amounts permitted to be held by RESPA, the Mortgagee shall deal with the excess funds as required by RESPA. If the amounts of funds held by the Mortgagee at any time are not sufficient to pay the Escrow Items when due, the Mortgagee may notify the Mortgagor and require Mortgagor to make up the shortage or deficiency as permitted by RESPA. The Escrow Funds are pledged as additional security for all sums secured by this mortgage. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Mortgagee, as trustee, shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the property is otherwise acquired after default, the Mortgagee, as trustee, shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. If the Mortgagee shall be made a party to any condemnation proceedings or 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, or if this mortgage be foreclosed in Chancery or under the power of sale hereinafter provided for, or if an action be brought for breach of any obligation hereunder, the Mortgagor will pay, 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. Any proceeds from Condemnation awards shall be applied to reduce the amount of the principal debt at the option of Mortgagee.

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 taxes and assessments that may be levied or assessed upon said property, and all other charges that may be lawfully made against said premises, and to execute such further acts and documents as may be required by the Mortgagee to secure and protect its interest in the above described premises.

8. Mortgagor will continuously maintain hazard insurance, including flood insurance, of each type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has heretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. 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 the 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.

7. 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 fails to pay immediately and discharge any and all liens, debts, and charges which might become liens superior to the lien of this mortgage, the Mortgagee may, at its option, insure said property and pay said taxes, assessments, debts, liens and 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 interest at the rate provided for in the principal indebtedness from date paid or incurred, and, at the option of the Mortgagee, shall be immediately due and payable.

8. That upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced hereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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 of 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; and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

10. 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.

11. If the Mortgagor shall fail to pay, or cause to be paid, as it matures, the indebtedness hereby secured or any part thereof, according to the terms thereof, or if the Mortgagor shall fail to do or perform any other act or thing herein required or agreed to be done or performed, or if the interest of the Mortgagee in said property becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon, then, in any such event, the whole indebtedness hereby secured shall, at the option of the Mortgagee, and without notice, become immediately due and payable and this mortgage subject to foreclosure; and in such event 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 Court-house door in the city of ALABASTER, County of STELBY, 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 published in said county, and, upon the payment of the purchase money, the Mortgagee or any person conducting said sale for it is authorized to execute to the purchaser at said sale a deed to the property so purchased, and such purchaser shall not be held to inquire as to the application of the proceeds of such sale. The Mortgagee may bid at the sale and purchase said property, if the highest bidder therefor.

12. The proceeds of a foreclosure sale, judicial or otherwise, shall be applied: first, to the expenses of advertising and selling, including the attorney's fees, provided for in paragraph 4 hereof; second, to the repayment of any money, with interest thereon, which the Mortgagor may have paid or become liable to pay or which it may then be necessary to pay for taxes, assessments, insurance and other charges, liens, or debts heretofore provided; third, to the payment and satisfaction of the indebtedness hereby specially secured with interest, but interest to date of sale only shall be charged; fourth, to reimbursement of the Department of Veterans Affairs for any sums paid by it on account of the guaranty or insurance of the indebtedness evidenced by the note secured hereby; fifth, the balance, if any, shall be paid to the Mortgagor.

13. 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.

14. 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 hereof, the Mortgagee may proceed to collect the rent, income, and profits from the premises, either with or without the appointment of a receiver. 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.

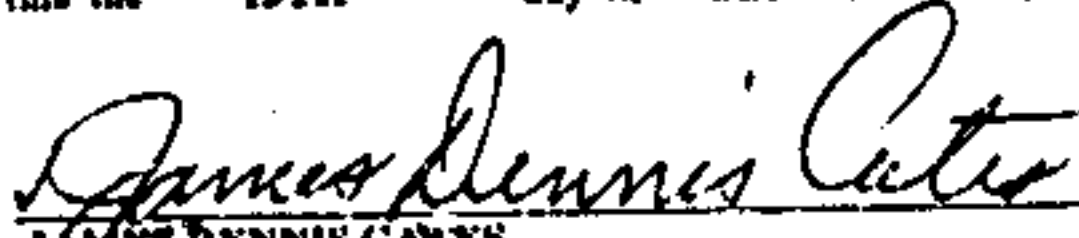
15. Any promise made by the Mortgagor herein to pay money may be enforced by a suit at law, and the security of this mortgage shall not be waived thereby, and as to such debts the Mortgagor waives all right of exemption under the law.

16. The indebtedness evidenced by the note first described above and by this mortgage represents the unpaid balance of the purchase price due by the Mortgagor to the Mortgagee for the purchase price of the property herein conveyed, and this is a purchase money mortgage.

17. If the indebtedness secured hereby be guaranteed or insured under Title 38 United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

18. 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, the use of any gender shall include all genders, and the term, "Mortgagee," shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

Given under OUR hands and seals this the 13TH day of SEPTEMBER, 1995

 [SEAL]
JAMES DENNIS CATES

 [SEAL]
TAMELA DAWN CATES

_____ [SEAL]

_____ [SEAL]

STATE OF ALABAMA,

SHELBY COUNTY.

I, the undersigned authority, a Notary Public in and for said county, in said State, hereby certify that JAMES DENNIS CATES AND TAMELA DAWN CATES, HUSBAND AND WIFE whose names ARE signed to the foregoing conveyance, and who ARE known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, THEY executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of SEPTEMBER, 1995

MY COMMISSION EXPIRES AUGUST 28, 1998

THIS INSTRUMENT WAS PREPARED BY:
SMS NATIONWIDE DOCUMENT, L.P.
UNDER THE SUPERVISION OF JOHN SAUCEDA
11 GREENWAY PLAZA, 16TH FLOOR
HOUSTON, TEXAS 77046-1102

STAL# A14-4 AUG
Rev. 07-05-95

MY COMMISSION EXPIRES:
AFTER RECORDING RETURN ORIGINAL TO:
COMPASS BANK
P.O. BOX 10687
BIRMINGHAM, ALABAMA 35202-0687
ATTN: ELLEN JONES

STATE OF ALABAMA

Mortgage

TO

THE STATE OF ALABAMA

COUNTY.

I, _____
Judge of the Probate Court of said County,
do hereby certify that the foregoing convey-
ance was filed for registration in this office on

the _____ day of _____

_____ and was recorded in Vol. _____

Records of Deeds pages _____ on the

day of _____, 19 _____

Judge of Probate

EXHIBIT "A"

Lot 12, of Block 3, according to the Resurvey of George's Subdivision of Keystone, Sector Three, as recorded in Map Book 4, Page 33, in the Office of the Judge of Probate of Shelby County, Alabama. Less and except that part of Lot 12 described as follows: Commence at the Southeast corner of said Lot 12, also being the Southwest corner of Lot 13, for a point of beginning; thence in a Westerly direction along the Southerly line of Lot 12 a distance of 15.96 feet; thence 99 deg. 51 min. 37 sec. right a distance of 177.15 feet to the Southerly right of way margin of Hillwood Drive a dedicated street in said recorded subdivision, said point being on a curve concave Northerly, said curve having a central angle of 2 deg. 09 min. 27 sec. and a radius of 159.34 feet; thence 90 deg. 58 min. 39 sec. right, to the tangent of said curve; thence 6.00 feet along the arc of said curve and Southerly right of way margin to the Northeast corner of Lot 12, also being the Northwest corner of Lot 13; thence 90 deg. 00 min. 00 sec. right form the tangent of the preceding curve and along the Easterly line of Lot 12, also being the Westerly line of Lot 13, a distance of 74.90 feet to the point of beginning; being situated in Shelby County, Alabama.

And also, less and except the following: Beginning at the Northwest corner of Lot 12, being the most easterly corner of Lot 11 and run in a southwesterly direction along the Northwest line of Lot 12 being the Southeast line of Lot 11 for a distance of 230.20 feet to an existing crimp iron pin and being the most Westerly corner of said Lot 12; thence turn an angle to the left of 121 degrees 11 minutes 16 seconds and run in an easterly direction along the South line of said Lot 12 for a distance of 8.82 feet to an existing old open top iron pin; thence turn an angle to the left and run in a northeasterly direction for a measured distance of 225.76 feet, more or less, to the point of beginning.

V.A. GUARANTEED LOAN AND ASSUMPTION POLICY RIDER
NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE
PRIOR APPROVAL OF THE DEPARTMENT OF VETERANS
AFFAIRS OR ITS AUTHORIZED AGENT, SUCCESSORS OR
ASSIGNS.

THIS V.A. GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 13TH day of SEPTEMBER, 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to COMPASS BANK (herein "Lender")

and covering the Property described in the Security Instrument and located at
225 HILLWOOD DRIVE, ALABASTER, ALABAMA 35807

(Property Address)

V.A. GUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provisions for payment of any sum in connection with prepayment of the secured indebtedness and the provisions that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 17 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

LATE CHARGE: At Lender's option, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the United States Code "Veterans' Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: If all or any part of the Property or any interest in it is sold or transferred, this loan may be declared immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferee ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Department of Veterans Affairs or its authorized agent pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

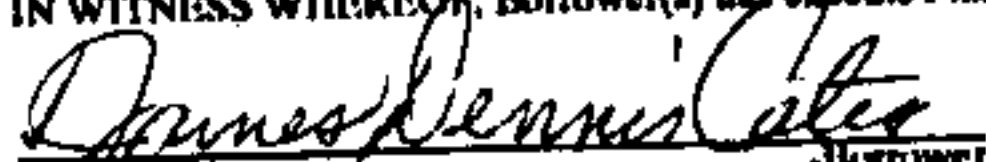
An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) **ASSUMPTION FUNDING FEE:** A fee equal to one-half of 1 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the mortgagee or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the mortgagee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption and transfer of this loan, a processing fee may be charged by the mortgagee or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the lesser of the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies or any maximum prescribed by applicable State law.

(c) **ASSUMPTION INDEMNITY LIABILITY:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this V.A. Guaranteed Loan and Assumption Policy Rider.


JAMES DENNIS CATES

Borrower


PAMELA DAWN CATES

Borrower

Borrower

Inst # 1995-26963

Borrower

09748661995-26963
SHELBY COUNTY JUDGE OF PROBATE

DOE ME 10/10

99