MORTGAGE

THIS MORTGAGE is made this

22ND

day of JANUARY, 1997

21,600.00

between the Grantor. LORENE THEROUX BENTON AND SAMUEL EUGENE BENTON, WIFE AND HUSBAND

(herein "Borrower"), and the Mortgagiee, SOUTHTRUST MORTGAGE CORPORATION

, a corporation organized and existing under the laws of __THE STATE OF DELAWARE

, whose address is 100 BROOKWOOD PLACE SUITE 300

BIRMINGHAM, ALABAMA 35209

۴.

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S.\$

which indebtness is evidenced by Borrower's note dated JANUARY 22, 1997

and extensions and

renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtness, if not sooner paid, due and payable on FEBRUARY 1, 2012

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereupon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower doesn hereby grant and convey to Lender and Lender's successors and assigns with power of sale, the following described property located in the County of SHELBY

State of Alabama:

LOT 466, ACCORDING TO THE SURVEY OF WEATHERLY TREYMOOR ABBEY, SECTOR 22, AS RECORDED IN MAP BOOK 21 PAGE 59 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED.

THIS SECOND MORTGAGE IS SUBORDINATE TO THE FIRST MORTGAGE WITH SOUTHTRUST MORTGAGE CORPORATION.

Inst . 1997-02491

O1/24/1997-O2491
1113 AM CERTIFIED
SELY COUTY MEE OF PROMITE
006 MEL 53.40

which has the address of 151 TREYMOOR DRIVE

ALABASTER

[\$treet]

[City]

Alabama

35007-

(herein "Property Address");

(Zip Code)

TO HAVE AND TO HOLD such 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 and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the teasehold estate if this Mortgage is on a teasehold) are hereinafter referred to as the "Property";

Someower 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable taw permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or sarnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pieciged as additional security for the sums secured by this Mortgage

ALABAMA-SECOND MORTGAGE-1/80- FNMA/FHLMC UNIFORM INSTRUMENT

FORM 3801

GFS Form - G000061 (7/24/92)



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If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground tents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lander. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof then to interest payable on the Note, and then to the principal of the Note.
- 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided—that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carner and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower falls to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance processes at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebted ment of Borrower secured by this Mortgage. Unless Borrower and Lender agree to offer terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property), provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 10. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not to be required to commence proceedings against such successor or refuse to extended time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law shall not be a walver of or preclude the exercise of any such right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements berein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower bereinder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.



- 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgagii at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor materials or services in connection with improvements made to the Property.
- 16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's priori written consent Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is malled to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lander, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 12 hereof. Lender shall publish the notice of sale once a week for three consecutive weeks in some newspaper published in SHELBY County, Alabama, and thereupon shall self the Property to the highest bidder at public auction at the front door of the County Courthouse of the sald County. Lender shall deliver to the purchaser Lender's deed conveying the Property so sold. Lender or Lender's 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 reasonable costs and expenses of the sale, including, but not limited to, reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in the Mortgage or (ii) entry of a judgement unforcing the Mortgage it: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occured; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage, (c) Borrower pays all reasonable expanses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable afformeys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

- 20. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void and Lender shall release this. Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any
- 21. Walver of Homestead. Borrower hereby waives all right of homestead exemption in the Property and relinquishes all right of dower and curtesy in the Property.



Page 3 of 4

1. W. 1. W. 1. O. 1.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR ... MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered in the presence of:			
John Sherry Be	MLM (Seat)	SAMUEL EUGENE BENTOON	re Barto (Seal)
LORENE THEROUX BENTON		SAMOLE LOGILITE BEN DON	
	(Seal)		(Seal)
STATE OF ALABAMA, SHELBY		County ss:	*
On this 22ND	day of JANUA	.RY 19 1997 . I.	COURTNEY H. MASON, JR
, a Notary Public in and for sald county and in sa LORENE THEROUX BENTON AND SAMUEL E		ND / HUSBAND ARE	signed to the
toregoing conveyance, and who ARE the y executed the same volunta	known to me, acknowledged b		
act on the day the same bears date.	•		_
Given under my hand and seal of office	this the 22ND	JANUARY	19 1997
Ni'	ن در		
My Commission Expires: 3/3/27	3/5/53		
	•	Notary Public	
I certify that this instrument was prepared by Cou	untrywide Funding Corporation, a	party thereto.	
	Signature		
	J	Countrywide Funding Corporation	on
•			

BALLOON PAYMENT ADDENDUM TO SECURITY INSTRUMENT

This addendum is made a part of that certain Security Instrument in favor of SouthTrust Mortgage
Corporation in the principal amount of 21,600.00 dated JANUARY 22, 1997
and supplement said Security Instrument as follows:
Borrower acknowledges the fact that the final payment of said Security Instrument is due
on FEBRUARY 1, 2012 . Borrower must repay the entire principal balance of the loan
t and unpaid interest then due. The holder of this Security instrument is under no obligation to refinance the
oan at the time. Borrower acknowledges the fact that Borrower may be required to make payments which will
be substantially larger than Borrower's other monthly payments out of other assets Borrower may own or find
another lender willing to lend the money at prevailing market rate which may be considerably higher or lower
than the interest rate on this loan if this is refinanced at maturity. Borrower acknowledges that Borrower may
pay some or all of the closing costs normally associated with a new loan.
Given under the hands and seals of the undersigned on this the 22ND
day of <u>JANUARY, 1997</u> .
Joen Theron Serting
ZORENE THEROUX BENTON
Samuel Eugene Dento (Seal)
SAMUEL EUGENE BENTON
(See!)
/Qaan

GFS Form G001477 (6H3)

PLANNED UNIT DEVELOPMENT RIDER

70036	and dought January 10	97
THIS PLANNED UNIT DEVELOPMENT RIDER is made this	ent the Mortgage Deed of Trust or Security Deed	(the
and is incorporated into and shall be deemed to amend and supplem "Security Instrument") of the same date, given by the undersig	ned (the "Borrower") to secure Borrower's Note	to
SouthTrust Mortgage Corporation	the "Lende	er") 🛣
of the same date and covering the Property described in the Security	instrument and located at:	*
151 Treymoor Drive, Alabas	ter, Alabama 3500/	₂
[Property Addrese The Property includes, but is not limited to, a parcel of land improve	al with a dwelling together with other such parcels	and I
certain common areas and facilities, as described inInstrum	ent #1996-22787	
certain common areas and facilities, as described in		<u> </u>
		
(the "Declaration"). The Property is a part of a planned unit dev	elopment known as <u>Weatherly Treymoor</u>	
Abbey Name of Planned Unit De		<u></u>
(4) - "DETEND The December also includes Romower's interest in the	homeowners association or equivalent entity owning	g or ζ
managing the common areas and facilities of the PUD (the "Owne	rs Association") and the uses, benefits and proceed	s of ⊢
Borrower's interest.		
PUD COVENANTS. In addition to the covenants and agree	ements made in the Security Instrument, Borrower	and
Lander further covenant and agree as follows:	- The second of	
A DID Obligations Rorrower shall perform all of l	30rrower's obligations under the PUD's Constitu	uent
Decuments The "Constituent Documents" are the: (i) Declaration	n: (11) articles of incorporation, trust their aniche of	ally
equivalent document which creates the Owners Association: and (III	SUA DA-ISMS OF OTHER LITTER OF TERRITATIONS OF MIC AM	11013
Association. Borrower shall promptly pay, when due, all dues and association	assing imposed pursuant to the Constituent Docume	ет. a
B. Hazard Insurance. So long as the Owners Association "master" or "blanket" policy insuring the Property which is satisfa-	ctory to Lender and which provides insurance cove	rage
in the amounts, for the periods, and against the hazards Lender requ	ires, including fire and hazards included within the	term
"artanded coverage" then:		
(i) Lender waives the provision in Uniform Covenant 2	for the monthly payment to Lender of the yearly prem	າເບກ
installments for borord incurance on the Property' and		
(ii) Rorrower's obligation under Uniform Covenant 5	to maintain hazard insurance coverage on the Prop	perty
is deemed satisfied to the extent that the required coverage is provid Borrower shall give Lender prompt notice of any lapse in re-	ed by the Owners Association policy.	aster
w w		
or blanket policy. In the event of a distribution of hazard insurance proceeds	in lieu of restoration or repair following a loss to	DEL SE
Property or to common areas and facilities of the PUD, any procee	ds payable to Borrower are hereby assigned and sha	
maid to I and are I and archall apply the proceeds to the sums secured by	the Security Histrillicity with any excess bard to post-	, , , , , , , , , , , , , , , , , , ,
		vnerk U S
Association maintains a public liability insurance policy acceptable	In form, amount, and extent of coverage to bonder.	
Association maintains a public liability insurance policy acceptable D. Condemnation. The proceeds of any award or claim for in connection with any condemnation or other taking of all or any partition or for any conveyance in lieu of condemnation, are hereby as be applied by Lender to the sums secured by the Security Instrument. E. Lender's Prior Consent. Borrower shall not, except	et of the Property or the common areas and facilities (of the
PUD, or for any conveyance in lieu of condemnation, are hereby as	ssigned and shall be paid to Lender. Such proceeds	shall of Sala
be applied by Lender to the sums secured by the Security Instrumen	t as provided in Uniform Covenant 10.	
E. Lender's Prior Consent. Borrower shall not, except	after notice to Lender and with Lender's prior wi	ritten 📆 👸
AANAAN AMBAN MATAMENTALIA OF CHICALIA COLOR FILITELIA VIII LIIIMAAL UU.		
(i) the abandonment or termination of the PUD, exce	of a taking by condemnation or eminent domain:	u uv
case of substantial destruction by fire or other casualty or in the case (ii) any amendment to any provision of the "Constitue	ent Documents" if the provision is for the express be	enefit
	All Documents II the provinces in the	
of Lender; (iii) termination of professional management and assu	imption of self-management of the Owners Associa	ation;
(iv) any action which would have the effect of render	ing the public liability insurance coverage maintaine	ed by
the Owners Association unacceptable to Lender.	economic when due then Lender may pay them.	Anv
F. Remedies. If Borrower does not pay PUD dues and a amounts disbursed by Lender under this paragraph F shall become	me additional debt of Rosmwer secured by the Se	curity
Instrument. Unless Borrower and Lender agree to other terms of	navment, these amounts shall bear interest from the	e date
of disbursement at the Note rate and shall be payable, with interest,	upon notice from Lender to Borrower requesting pay	ment.
BY SIGNING BELOW, Borrower accepts and agrees to the terms at	di pinvisionis contanten in unis i de la contanten i del contanten i de la contanten i de la contanten i della contanten i de la con	
	XUUL Merrel Januar	(Scal)
01/24/1997-02491	Yorene Theroux Benton	OLLOWGL
AM LIPKIA: ""	Lanuel Eugene Denter	(Seal)
11:13 FIFT JUDGE OF PROBATE SHELBY COUNTY JUDGE OF PROBATE 53-40	Samuel Eugene Benton -Bo	ortower
SHELBY LUDATE 53.40 MULTISTATE PUD RIDER — Single Family — Fannie Mae/Freddie	Hac UNIFORM INSTRUMENT Form \$150 3/91	(3/92)
MULTISTATE PUD RIDER — Single Family — Fannie Mae/Freddie I Page 1 o FIRST DATA SYS	Mac UNIFORM INSTRUMENT FORM 3150 3/51 of 1 TEMS, INC. Loan #: 3752139 1-615	5-361-8404
FIRST DATA SYS	ICMO, NO.	

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