

DEED RESTRICTIONS
(Owner-Occupied Projects)

AHP Project Number 2010A000651 (the "Project")

THE STATE OF Alabama {insert STATE}
COUNTY/PARISH OF Shelby {insert COUNTY/PARISH}

The undersigned, Greater Birmingham Habitat for Humanity Inc., ("Owner"), is the owner of certain real property and improvements located at 340 Creek Run Circle {insert PROPERTY ADDRESS}, in Calera {insert CITY}, Shelby {insert NAME OF COUNTY/PARISH}, Alabama {insert STATE}, and more particularly described on **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property"). For value received, the adequacy and sufficiency of which are hereby acknowledged, Owner does hereby impress the Property with the following deed restrictions:

1. For purposes of these deed restrictions, the following terms have the meaning indicated:

"AHP" means the Affordable Housing Program of the Bank.

"Bank" means the Federal Home Loan Bank of Dallas or its designee.

"Direct Subsidy" means the amount funded by the Bank for the benefit of Owner, for the purpose of assisting Owner in the purchase, construction or rehabilitation of the Property, which Direct Subsidy shall not exceed \$ 7000 {insert AMOUNT OF DIRECT SUBSIDY}.

"Low- or Moderate-Income Household" means a household with an income at or below 80% of the median income for the area as determined by the United States Department of Housing and Urban Development, with adjustments for family size.

"Retention Period" means a period of five (5) years beginning on 12/6/2011 {insert the date of (i) the closing of the sale of the Property if the Property was purchased or constructed or (ii) the disbursement of the Direct Subsidy by the Bank to the Member if the Property was rehabilitated.}

2. The Bank's Community Investment Department or its designee (member institution) is to be given notice of any refinancing or any sale, foreclosure or other transfer of the unit occurring prior to the end of the Retention Period.
3. In the event of a sale of the Property during the Retention Period, an amount equal to a pro rata share of the Direct Subsidy, reduced by 1/60 for every month the selling Owner owned the Property, shall be repaid to the Bank from any net gain realized upon the sale of the Property after deduction for sales expenses, unless the purchaser is a Low- or Moderate-Income Household.
4. In the event of a refinancing during the Retention Period, an amount equal to a pro rata share of the Direct Subsidy, reduced by 1/60 for every month the selling Owner owned the Property, shall be repaid to the Bank from any net gain realized upon the refinancing, unless the Property continues to be subject to these deed restrictions.

Deed Restriction (2011)

800.362.2944

12

Prepared by: David P. Condon, P.C., 100 Union Hill Drive, Suite 200
Birmingham, AL 35209

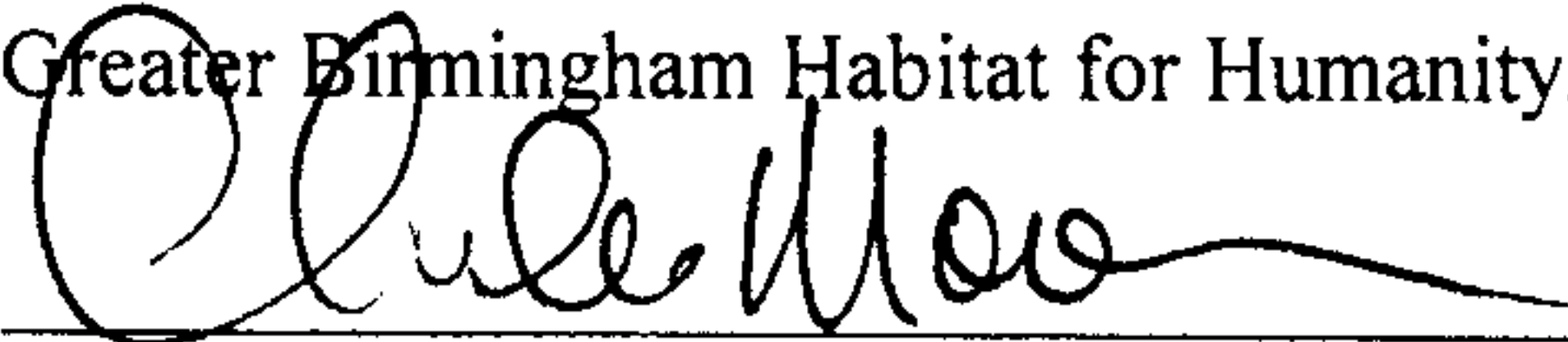


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5. This instrument and these deed restrictions are subordinate to any valid outstanding lien against the Property currently of record. Foreclosure of such prior recorded lien, deed-in-lieu of foreclosure of such prior recorded lien, or assignment of such prior recorded lien to the Secretary of Housing and Urban Development shall extinguish this instrument and these deed restrictions; however, the Bank's Community Investment Department is to be given notice of any foreclosure of the Property that occurs during the Retention Period.
6. The provisions of this instrument are hereby declared covenants running with the land and are fully binding on any successors, heirs, and assigns of Owner who may acquire any right, title, or interest in or to the Property, or any part thereof. Owner, its successors, heirs, and assigns hereby agree and covenant to abide by and fully perform the provisions of this instrument.
7. Owner understands and agrees that this instrument shall be governed by the laws of the State of Alabama (Insert STATE) and that venue for any action to enforce the provisions of this instrument shall be in Shelby (Insert NAME OF COUNTY/PARISH).

Executed this 6th day of December, 2011.

Greater Birmingham Habitat for Humanity, Inc.



Charles Moore
Its: President & CEO


STATE OF ALABAMA,

JEFFERSON COUNTY ss:

On this 6th day of December, 2011, I, DAVID P. CONDON, a Notary Public in and for said county and in said state, hereby certify that Charles Moore in his capacity as President and CEO of Greater Birmingham Habitat for Humanity, Inc. whose name is signed to the foregoing conveyance and who are known to me, acknowledged before me that, being informed of the contents of the conveyance and with full authority as such President & CEO he executed the same voluntarily on behalf of said corporation on the day the same bears date.

Given under my hand and seal of office this 6th day of December, 2011.

My Commission Expires:
2-12-14


Notary Public
David P. Condon

DAVID P. CONDON

NOTARY
PUBLIC

ALABAMA STATE-AT-LARGE

The undersigned purchasers hereby acknowledges receipt of these Deed Restrictions and declare that they understand they are taking title to the above mentioned property subject to the Restrictions contained herein.


James Isbell


Rachael Isbell

State of Alabama)
Jefferson County)

DAVID P. CONDON

Sworn and subscribed to before me this 6th day of December, 2011.

NOTARY
PUBLIC

ALABAMA STATE-AT-LARGE

David P. Condon, commission expiration 2-12-14



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Exhibit "A"

**Lot 126, according to the Survey of Final Plat Shiloh Creek
Sector One Plat II, as recorded in Map Book 42, Page 43, in
the Probate Office of Shelby County, Alabama.**



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