

After Recording Return To:

SOUTHPOINT BANK  
2100 DEVEREAUX CIRCLE, SUITE 201  
BIRMINGHAM, ALABAMA 35243



20130507000187970 1/12 \$46.00  
Shelby Cnty Judge of Probate, AL  
05/07/2013 09:55:24 AM FILED/CERT

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## MORTGAGE

THIS MORTGAGE is made this 30th day of APRIL, 2013, between the Grantor,  
KRISTINA M. SCHWARTZ, AN UNMARRIED WOMAN

(herein "Borrower"),

and the Mortgagee, SOUTHPOINT BANK, AN ALABAMA CHARTERED BANK

a corporation organized and existing under the laws of ALABAMA  
whose address is 2100 DEVEREAUX CIRCLE, SUITE 201, BIRMINGHAM, ALABAMA  
35243

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 4,000.00  
which indebtedness is evidenced by Borrower's note dated APRIL 30, 2013 and extensions and  
renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of  
the indebtedness, if not sooner paid, due and payable on N/A.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; 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 does 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:  
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS  
EXHIBIT "A".

"Federal Home Loan Bank of Atlanta AHP Set-Aside Program Retention Mechanism Requirements. The  
Rider to Security Instrument – Federal Home Loan Bank of Atlanta AHP Set-Aside Program Retention  
Agreement ("Rider") is attached hereto and by this reference made a part hereof. The provisions set forth  
in the Rider shall supersede any conflicting provision contained in this agreement, but only to the extent of  
such inconsistency."



which has the address of 1047 THOMPSON ROAD, ALABASTER  
[Street]

[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 leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 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 law 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 earnings 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 pledged as additional security for the sums secured by this Mortgage.

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 rents 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 Lender. 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 1 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 carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails 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 proceeds 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 indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other 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 Waiver.** 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 shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend 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 waiver 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 herein 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 Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender 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 hereunder 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 Mortgage 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 first class 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 first class 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 Mortgage 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 prior 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 mailed 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 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, Lender, 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 sell the Property to the highest bidder at public auction at the front door of the County Courthouse of said 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 judgment enforcing the Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses 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 attorneys' 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 collections 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. Waiver of Homestead, Dower and Curtesy.** Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all right of dower and curtesy in the Property.

**22.** The following Riders are to be executed by Borrower [check box as applicable]:

- ☐ Adjustable Rate Rider
- ☐ Balloon Rider
- ☐ 1-4 Family Rider

- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider

- ☐ Second Home Rider
- ☒ Other(s) [specify]  
Federal Home Loan Bank of  
Atlanta AHP Set-Aside Program  
Retention Mechanism Requirements.



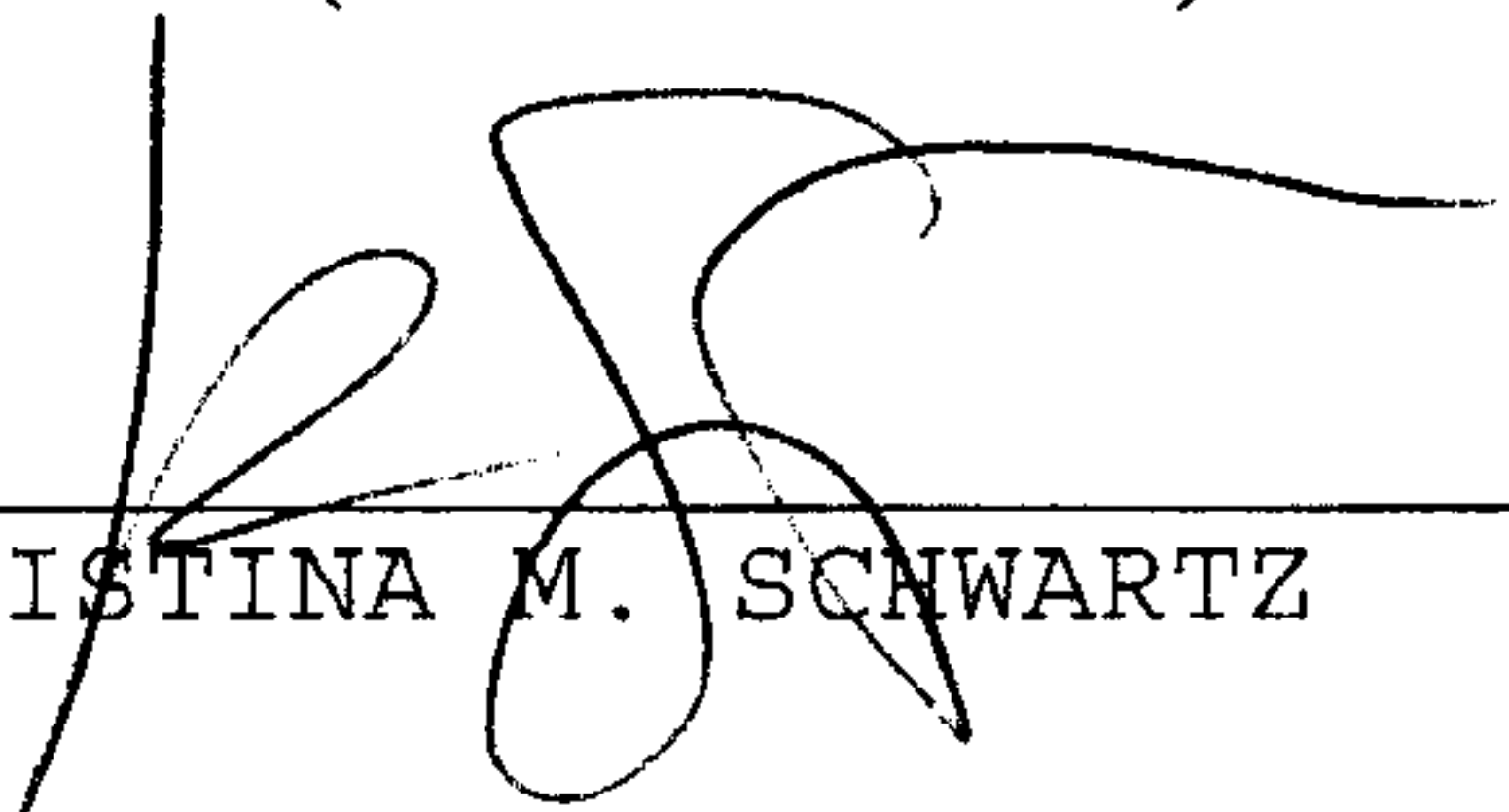
**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

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 and acknowledges receipt of pages 1 through 7 of this Mortgage.

Signed, sealed and delivered in the presence of:

**CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT. (ALA CODE 5-19-6)**

  
\_\_\_\_\_  
KRISTINA M. SCHWARTZ (Seal)  
-Borrower

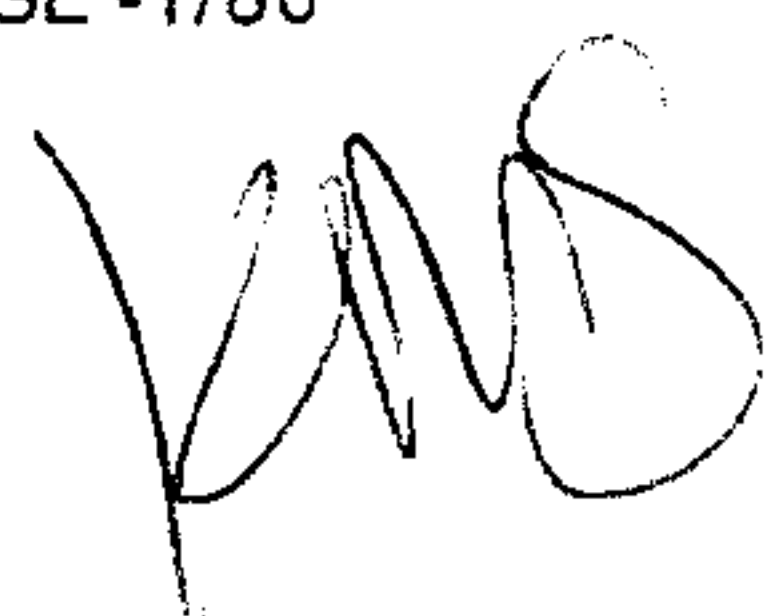
\_\_\_\_\_  
(Seal)  
-Borrower

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(Seal)  
-Borrower

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-Borrower

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(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower







[Space Below This Line For Acknowledgment]

State of Alabama )

County of SHELBY )

I, Kelly B. Furgerson (name of officer),  
a Notary Public in and for said County in said State (or for said State at Large), hereby certify that  
KRISTINA M. SCHWARTZ

whose name(s) is/are signed to the foregoing Security Instrument, and who is/are known to me, acknowledged before  
me on this day that, being informed of the contents of the above and foregoing Security Instrument, he/she/they  
executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 30th day of April, 2013.


KELLY B. FURGERSON  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
October 20, 2014

  
Notary Public

My commission expires: 10-20-14

(Seal)

This Instrument was prepared by: Deanetta Simpson  
SOUTHPOINT BANK  
2100 DEVEREUX CIRCLE, STE 201  
BIRMINGHAM, AL 35243

  
20130507000187970 7/12 \$46.00  
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## **EXHIBIT “A”**

**Lot 15, in Block 2, according to the Survey of Southwind, 1<sup>st</sup> Sector, as recorded in Map Book 6, Page 72, in the Probate Office of Shelby County, Alabama.**



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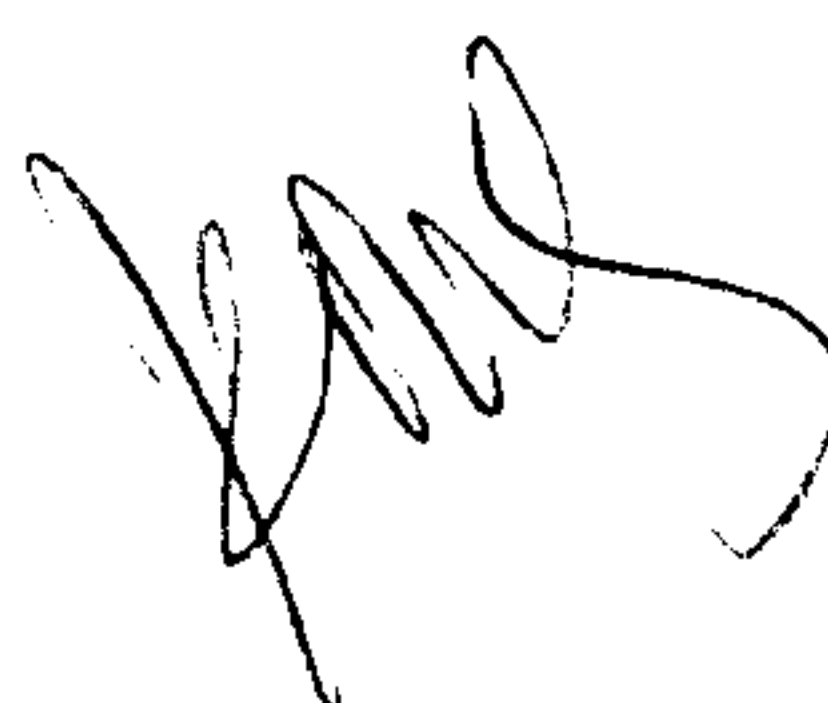
## RIDER TO SECURITY INSTRUMENT -

### FEDERAL HOME LOAN BANK OF ATLANTA AHP SET-ASIDE PROGRAM RETENTION AGREEMENT

This Rider to Security Instrument – Federal Home Loan Bank of Atlanta AHP Set-Aside Program, Retention Agreement (this “Rider”) is attached to and made part of the foregoing Security Instrument or similar security instrument (“Security Instrument”). In this Rider, the beneficiary of the Security Instrument is referred to as the “Lender” and the trustor or grantor under the Security Instrument is referred to as the “Borrower.” This Rider is a form of “Retention Mechanism Agreement” referred to below.

#### I. RECITALS:

- A. Whereas, pursuant to Section 721 of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (“FIRREA”), the Federal Housing Finance Agency (“Finance Agency”) is required to cause each Federal Home Loan Bank to establish an affordable housing program (“AHP”), including one or more homeownership set-aside products (“Set-Aside”), to assist members of each Federal Home Loan Bank to finance affordable housing for very low-, low-, or moderate-income households.
- B. Whereas, the Bank has also established an Affordable Housing Program Implementation Plan (as the same may be modified from time to time, the “**Implementation Plan**”), and AHP policies, procedures, guidelines, and instructions covering, among other things, feasibility, funding, monitoring and modifying affordable housing projects participating in the Bank’s Set-Aside programs (together with the Implementation Plan, collectively, as the same may be modified from time to time, the “**Bank’s AHP Policies and Procedures**”; and together with the AHP Regulations, collectively, the “**Set-Aside Requirements**”).
- C. Whereas, Lender, a member of FHLBank Atlanta, submitted an application to FHLBank Atlanta (the “Set-Aside Application”) for Set-Aside subsidy (defined below) in connection with the purchase or rehabilitation, as applicable, of a housing unit located on the real property described in the Security Instrument (the “Set-Aside Assisted Unit”).
- D. Whereas, pursuant to applicable regulations (including, without limitation, those contained in 12 CFR Part 1291) promulgated by the Finance Agency pursuant to FIRREA (the “AHP Regulation”), members of each Federal Home Loan Bank are required to provide for the repayment of any direct subsidy should said direct subsidy be unused or improperly used.
- E. Whereas, in connection with the Project, the Borrower entered into a Note secured by a Security Instrument covering the real property being purchased.
- F. Whereas, Lender has disbursed or agreed to disburse the Set-Aside Subsidy (defined below) to Borrower in connection with the purchase or rehabilitation, as applicable, of the Set-Aside Assisted Unit, and in connection with the Set-Aside Subsidy, Borrower has executed the Security Instrument, which includes this Rider.
- G. Whereas, the Parties desire to set forth those circumstances under which Lender shall be entitled to the repayment by Borrower of the Set-Aside Subsidy.





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By signing the Security Instrument, Borrower hereby agrees as follows:

1. **Project Information**

Name of the Borrower	Kristina M. Schwartz
Address of the Set-Aside Assisted Unit	1047 Thompson Road Alabaster, AL 35007
Set-Aside Program Product (check the appropriate box)	<input checked="" type="checkbox"/> First-time Homebuyer Product (FHP) <input type="checkbox"/> Community Stability Homebuyer Product (CSP) <input type="checkbox"/> Foreclosure Recovery Product (FRP) <input type="checkbox"/> Energy Efficiency/Weatherization Rehabilitation Product (EWP) <input type="checkbox"/> Accessibility Rehabilitation Product (ARP) <input type="checkbox"/> Veterans Purchase Product (VARP) <input type="checkbox"/> Veterans Foreclosure Recovery Product (VFRP) <input type="checkbox"/> Veterans Energy Efficiency / Weatherization Rehabilitation Product (VEWP) <input type="checkbox"/> Veterans Accessibility Rehabilitation Product (VARP)
Project Number	14090000007
Amount of Set-Aside Subsidy	\$4000.00

2. **Set-Aside Subsidy.** The secured obligation described in and secured by the Security Instrument represents the "Set-Aside Subsidy" used or to be used in connection with the purchase of the Set-Aside Assisted Unit.

3. **Definitions.** As used in this Rider, the following capitalized terms have the following meanings:

"Loan" means the advance of funds evidenced by the Note.

"Loan Documents" means the Note, the Security Instrument, and all other documents relating to or securing the Note, each as renewed, amended, modified, restated and extended from time to time.

"Note" means the promissory note secured by the Security Instrument.

"Retention Period" means five years from the date of Borrower's closing on the Set-Aside Assisted Unit. Borrower agrees to comply with the terms and conditions of this Rider during the Retention Period.

All other capitalized terms not otherwise defined herein or in the Security Instrument shall be as defined in the Set-Aside Requirements.



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4. **Notice Requirements.** Each of FHLBank Atlanta and the Lender is to be given notice of any sale or refinancing of the Set-Aside Assisted Unit occurring prior to the end of the Retention Period. Notices under this Rider shall be sent to the Lender at the address shown in the main body of the Security Instrument, and to FHLBank Atlanta at 1475 Peachtree Street, Atlanta, Georgia 30309, Attention: Community Investment Services.
5. **Sale of Set-Aside Assisted Unit during Retention Period.** In the case of a sale of the Set-Aside Assisted Unit prior to the end of the Retention Period, an amount equal to a pro rata share of the Set-Aside subsidy, reduced for every year the Borrower has owned the Set-Aside Assisted Unit, shall be repaid to FHLBank Atlanta from any net gain realized upon the sale of the Set-Aside Assisted Unit unless the unit is sold to a very low-, low- or moderate-income household, as defined in the AHP Regulations.
6. **Refinancing of Set-Aside Assisted Unit during Retention Period.** In the case of a refinancing of the Set-Aside Assisted Unit prior to the end of the Retention Period, an amount equal to a pro rata share of the Set-Aside subsidy, reduced for every year the Borrower has owned the Set-Aside Assisted Unit, shall be repaid to FHLBank Atlanta from any net gain realized upon the refinancing, unless the unit continues to be subject to a Retention Mechanism Agreement, as described in the Set-Aside Requirements.
7. **Effect of Foreclosure.** The income-eligibility and affordability restrictions applicable to the Project terminate after any foreclosure, conveyance by deed in lieu of foreclosure or any assignment of the first mortgage to the Secretary of HUD. However, any obligation to repay the AHP subsidy for any period of noncompliance arising prior to the foreclosure, deed in lieu, or assignment to the Secretary of HUD shall not be extinguished by such actions.
8. **Receipt of Additional AHP Subsidy during Retention Period.** The Set-Aside Assisted Unit may not receive funds from multiple AHP competitive program or set-aside product(s) offered by FHLBank Atlanta during the Retention Period.
9. **Noncompliance by Borrower.** Borrower shall be required promptly to repay that portion of the Set-Aside Subsidy, plus interest in an amount determined by FHLBank Atlanta, that as a result of the Borrower's actions or omissions is not used in compliance with the terms of the Set-Aside Requirements, unless (i) Borrower cures such misuse or noncompliance within a reasonable time or (ii) the circumstances of noncompliance are eliminated through a modification of the terms of the approved application for the Set-Aside Subsidy pursuant to the AHP Regulation. Noncompliance by Borrower includes a misrepresentation by Borrower at any time of Borrower's eligibility to receive the Set-Aside Subsidy or the benefit of the Set-Aside Subsidy or of any facts on which such eligibility is based and any other noncompliance with the AHP Regulation resulting from an action or omission by Borrower.
10. **Monitoring.** Borrower agrees to comply with all requests by Lender for information or documentation arising from Lender's obligations to obtain information from the Borrower under the Set-Aside Requirements. The Borrower's failure to respond to a request by Lender shall constitute noncompliance, as described in Section 9 of this Rider.
11. **Joint and Several Obligations.** If more than one person is the Borrower of the Set-Aside Assisted Unit, their obligations under this Rider shall be joint and several, and references in this Agreement to "Borrower" shall be deemed to refer to each of such persons.
12. **Inconsistent Provisions.** The provisions of this Rider shall supersede any conflicting provision contained in the Security Instrument, but only to the extent of such inconsistency. No provision herein shall impair any obligation of Borrower under the Set-Aside Requirements.



Borrower

Kristina M. Schwartz

APR 30 2013

Date



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Shelby Cnty Judge of Probate, AL  
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