20160202000033290
02/02/2016 10:40:28 AM
MORT 1/6

Recording Requested By & Return To:
Chicago Title ServiceLink Division
400 Corporation Drive
Aliquippa, PA 15001 20354796

Exempt 24-1A-11

HARDEST HIT ALABAMA

MORTGAGE
(Mortgage Payment Assistance Program)

STATE OF ALABAMA

COUNTY OF Shelby

THIS MORTGAGE ("this Mortgage") is given on this 12th day of January, 2016 and is signed by

Renata Danielle Brooks, an unmarried woman (Print Name of Homeowner) and

_____(Print Name of Co-Homeowner)

The person or persons set forth above and who sign(s) this Mortgage will be individually or collectively called the "Homeowner."

This is a **Future Advance Mortgage**. The obligations secured by this Mortgage include a loan to be made available to the Homeowner pursuant to which advances may be made from time to time, and any other obligations as further described herein.

The Homeowner has granted this Mortgage in favor of the Alabama Housing Finance Authority ("AHFA"), a public corporation and instrumentality of the State of Alabama, acting solely in its capacity as administrator of Hardest Hit Alabama, whose address is 7460 Halcyon Pointe Drive, Suite 200, Montgomery, AL 36117, in order to secure the Homeowner's obligations to AHFA under the Note described below and any other obligations of the Homeowner under the HHA Program Documents (as defined in this Mortgage).

I. THE NOTE

AHFA has agreed to make a loan to the Homeowner in the maximum principal amount of $ 30,000.00 (the "HHA Assistance"), which HHA Assistance shall be evidenced by a certain Future Advance Note (Mortgage Payment Assistance Program) dated January 12th, 2016 and executed by the Homeowner in favor of AHFA (the "Note"). The Homeowner has promised in the Note to comply with the requirements of the Note and to pay any and all amounts due under the Note.

II. GRANT OF MORTGAGE AND SECURITY INTEREST

As security for the HHA Assistance, the indebtedness evidenced by the Note and the Homeowner's obligations under the HHA Program Documents (as defined in this Mortgage), the Homeowner grants, bargains, sells and conveys to AFHFA, and grants to AHFA a security interest in, all of the Homeowner's right, title and interest in, to and under the following property and interests in property:

A. The land owned and occupied by the Homeowner that is described in Exhibit A hereto (the "Land"). The Land is located in the County of Shelby, State of Alabama. The street address for the Land is 1255 Village Trail,Calera,Al 35040.

B. All buildings and other improvements that are now or will be located on the above land.

C. All fixtures and equipment that are now attached to or used with the above Land, buildings and improvements.

All of the above items together are called the "Residence."

III. HOMEOWNER'S REPRESENTATIONS

The Homeowner confirms to AHFA that the Homeowner lawfully owns the Residence and rights that are pledged to AHFA under this Mortgage, that the Homeowner has the right to pledge all of the Residence to AHFA, and that the Residence is not subject to any liens, easements or other encumbrances, except those already recorded against the Residence on the date of this Mortgage. The Homeowner agrees to protect and defend AHFA's rights to the Residence against anyone else who tries to claim rights against the Residence, except those claiming under any first lien mortgage or under other liens already recorded against the Residence on the date of this Mortgage.

IV. HOMEOWNER'S PROMISES

In consideration for the benefits received as aforesaid, the Homeowner agrees:

A. To use the Residence subject to this Mortgage in the manner set forth in the Note and that certain Eligible Homeowner's Affidavit and HHA Affordability Notice executed by the Homeowner (together, the "Homeowner's Agreement").

B. To comply with the requirements of the Note, including any payments required thereunder, to comply with the Homeowner's Agreement and to comply with this Mortgage (the Mortgage, the Note and the Homeowner's Agreement are collectively referred to as the "HHA Program Documents"). If the Homeowner fails to comply with the HHA Program Documents, the Homeowner agrees that it must repay AHFA some or all of the HHA Assistance, as more particularly set forth in the Note.

C. To keep the Residence in good repair and except for normal wear and tear, to not damage or abandon it.

D. To use the Residence in compliance with all applicable laws, ordinances and other requirements of any governmental authority.

V. RIGHTS GIVEN TO AHFA AND TERMINATION

The Homeowner, by granting this Mortgage on the Residence to AHFA, gives to AHFA those rights described in this Mortgage and all rights given by law to persons who hold mortgages in the State of , but subject to any limits or requirements created by the HHA Program Documents. The rights given to AHFA and the restrictions upon the Residence are covenants running with the Land. The rights, terms, obligations and restrictions in this Mortgage shall bind the Homeowner and his/her/their heirs and assigns. This Mortgage and AHFA's liens under this Mortgage in the Residence will not be terminated until a written mortgage satisfaction instrument executed by an authorized representative of AHFA is filed for record in the county in which the Land is located.

VI. DEFAULT

The failure of the Homeowner to comply with or perform any covenant, condition or provision of the Note or any of the other HHA Program Documents, shall constitute a default under this Mortgage.

VII. AHFA'S RIGHTS UPON A DEFAULT OR EVENT OF NONCOMPLIANCE

If AHFA declares a default under this Mortgage, all sums due and owing to AHFA under the Note and under this Mortgage shall be immediately due and payable and AHFA shall have all rights and remedies described in Article V of this Mortgage. Further, if AHFA declares a default, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages, and AHFA shall be authorized, at its option, whether or not possession of the Residence is taken, to sell the Residence (or such part or parts thereof as AHFA may from time to time elect to sell) under the power of sale which is hereby given to AHFA, at public outcry, to the highest bidder for cash, at the front or main door of the courthouse of the county in which the Land to be sold, or a substantial and material part thereof, is located, after first giving notice by publication once a week for three successive weeks of the time, place and terms of such sale, together with a description of the Residence to be sold, by publication in some newspaper published in the county or counties in which the Land to be sold is located. If there is Land to be sold in more than one county, publication shall be made in all counties where the Land to be sold is located, but if no newspaper is published in any such county, the notice shall be published in a newspaper published in an adjoining county for three successive weeks. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale hereunder. AHFA may bid at any sale held under this Mortgage and may purchase the Residence, or any part thereof, if the highest bidder therefore. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. At any sale all or any part of the Residence, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, and the proceeds of any such sale en masse shall be accounted for in one account without distinction between the items included therein and without assigning to them any proportion of such proceeds, the Homeowner hereby waiving the application of any doctrine of marshalling or like proceeding. In case AHFA, in the exercise of the power of sale herein given, elects to sell the Residence in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Residence not previously sold shall have been sold or all the obligations shall have been paid in full and this Mortgage shall have been terminated as provided herein.

VIII. NOTICES

All notices must be given in writing and personally delivered or sent by certified mail, return receipt requested. Notices to AHFA must be sent to the mailing address given for AHFA on the first page of this Mortgage. AHFA will send all notices to the Homeowner to the address given for the Residence in Article II of this Mortgage. Either Homeowner or AHFA may change its address for notices by sending written notice to the other party.

IX. NO WAIVER BY AHFA

AHFA may exercise any right under this Mortgage or under any law, even if AHFA has delayed exercising that right or has agreed in an earlier instance not to exercise that right. AHFA does not waive its right to declare the Homeowner in default just because AHFA may have made payments or incurred expenses on behalf of the Homeowner.

X. EACH PERSON LIABLE

This Mortgage is legally binding upon the Homeowner and all who succeed to the Homeowner's responsibilities (such as heirs, executors and assigns) as well as any subsequent owner or purchaser of the Residence. AHFA may enforce any of the provisions of the Note and this Mortgage against any Homeowner who signs this Mortgage or against any subsequent purchaser or owner of the Residence.

XI. SUBORDINATE MORTGAGE

The lien of this Mortgage is subordinate to and subject only to the terms and provisions of any first lien mortgage on the Residence that is recorded before this Mortgage and any subordinate lien mortgage on the Residence that is recorded before this Mortgage.

XII. NO ORAL CHANGES

This Mortgage can be modified only by a written agreement signed by both the Homeowner and AHFA.

XIII. SIGNATURES

The Homeowner agrees to all terms of this Mortgage by signing below.

XIV. ENVIRONMENTAL

The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The Homeowner represents and warrants to AHFA that: (a) during the period of the Homeowner's ownership of the Residence, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Residence; (b) the Homeowner has no knowledge of, or reason to believe that there has been, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Residence or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) except as previously disclosed to and acknowledged by AHFA in writing, (i) neither the Homeowner nor any tenant, contractor, agent or other authorized user of the Residence shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Residence and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. The Homeowner hereby (a) releases and waives any future claims against AHFA for indemnity or contribution in the event the Homeowner becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless AHFA against any and all claims, losses, liabilities, damages, penalties, and expenses which AHFA may directly or indirectly sustain or suffer resulting from a breach of this section of this Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to the Homeowner's ownership or interest in the Residence, whether or not the same was or should have been known to the Homeowner. The provisions of this section of this Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by AHFA's acquisition of any interest in the Residence, whether by foreclosure or otherwise.

XV. HOMESTEAD EXEMPTION

THE HOMEOWNER HEREBY RELEASES AND WAIVES ALL RIGHTS AND BENEFITS OF THE EXEMPTION LAWS OF THE STATE OF ALABAMA AS TO ALL DEBT SECURED BY THIS MORTGAGE.

[signatures on following page]

IN WITNESS WHEREOF, the undersigned Homeowner executes this Mortgage on the day and year indicated in the notary acknowledgment below. **20160202000033290 02/02/2016 10:40:28 AM MORT 5/6**

WITNESS:

By: Renata Danielle Brooks
Signature of Homeowner

Renata Danielle Brooks
(Print Name of Homeowner)

By: _____
Signature of Co-Homeowner, if any

_____
(Print Name of Co-Homeowner, if any)

[Notary Block for Homeowner]

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Renata Denielle Brooks, an unmarried woman, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 12th day of January, 2016.

Frances W. Gable
Notary Public

AFFIX SEAL My commission expires: April 29,2019

FRANCES W GABLE
NOTARY PUBLIC
ALABAMA STATE AT LARGE

[Notary Block for Co-Homeowner, if any]

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 20_____.

_____
Notary Public

AFFIX SEAL My commission expires: _____

This instrument prepared by:
Alabama Housing Finance Authority
Preparer: Chiquita Trimble
7460 Halcyon Pointe Drive, Suite 200
Montgomery, Alabama 36117

Loan # : 24083

Exhibit A

LEGAL DESCRIPTION

The following described property:

Lot 310, according to the Survey of Final Plat of Waterford Village, Sector 5, Phase 2, as recorded in Map book 36, Page 47, in the Probate Office of Shelby County, Alabama.

Assessor's Parcel No: 22 7 35 1 003 043.000

Source of title

Deed Inst # 20061011000501740

Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
02/02/2016 10:40:28 AM
$30.00 CHERRY
20160202000033290