

PLEASE RETURN TO:
McCalla Raymer, LLC
2 20th Street North, Suite 1310
Birmingham, Alabama 35203


NOTE TO CLERK: Please cross-reference to the following
instruments recorded in Shelby County, Alabama records:
Instrument Number 20150728000257680

AFFIDAVIT

STATE OF ALABAMA)
COUNTY OF SHELBY)

Personally appeared before the undersigned officer authorized by law to administer oaths in said State and County, comes the undersigned, who states on oath as follows:

1. I am an attorney with McCalla Raymer LLC, which firm was responsible for the mortgage dated June 12, 2015, from Regions Bank d/b/a/ Regions Mortgage to Michael T. Bratten, Husband, and Christy Bratten, Wife, and recorded on July 28, 2015 in Instrument Number 20150728000257680 in the Office of the Judge of Probate of Shelby County, Alabama.
2. Omitted from the Mortgage is the Planned Unit Development Rider dated June 12, 2015 and attached hereto.
3. This Affidavit may be relied upon by purchasers, sellers, attorneys and title insurance companies.



JACOB P. MAULDIN (MAU016)

Attorney

McCALLA RAYMER, LLC

2 20th Street North, Suite 1310

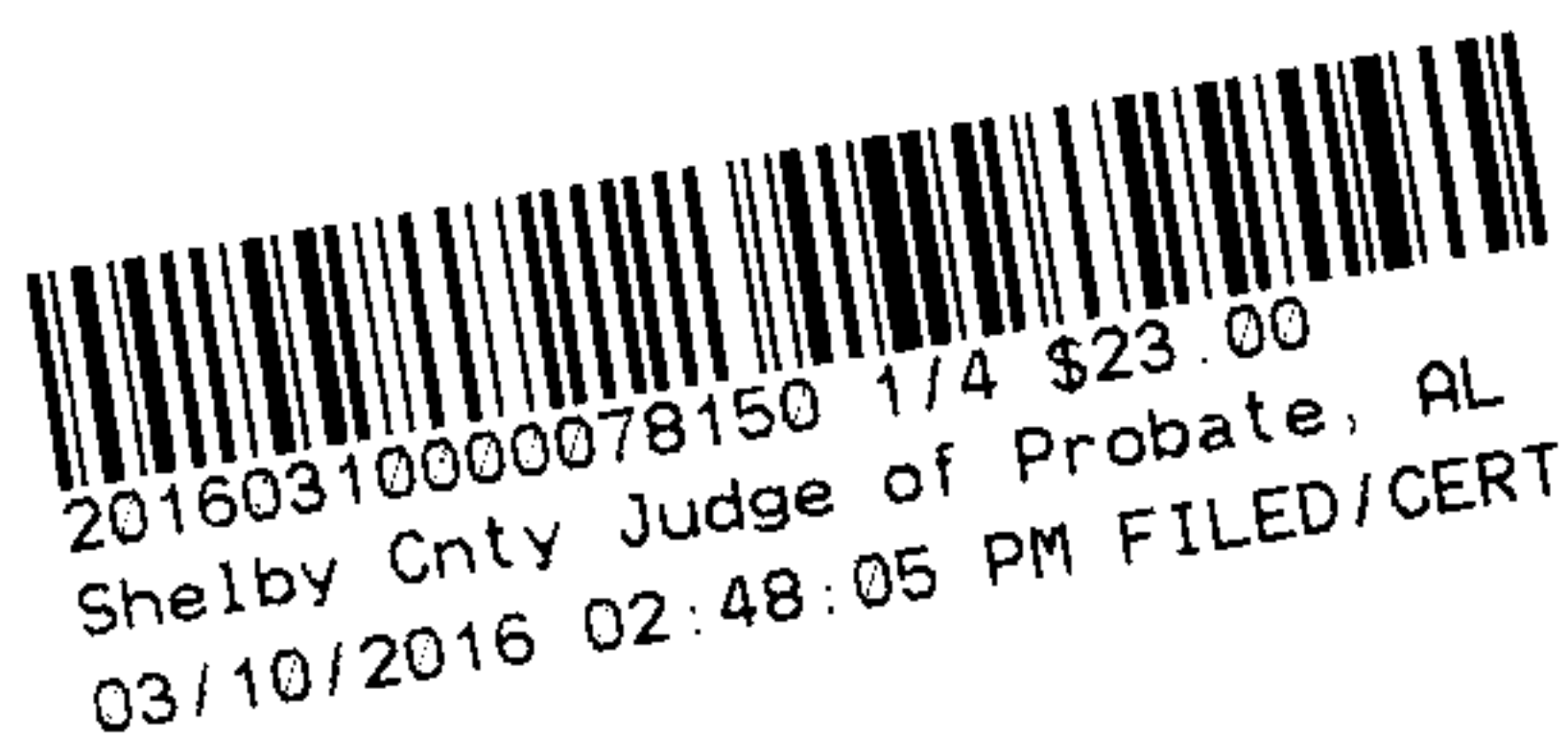
Birmingham, Alabama 35203

(205) 216-4238 (main)

(205) 409-3625 (direct)

(205) 409-3625 (fax)

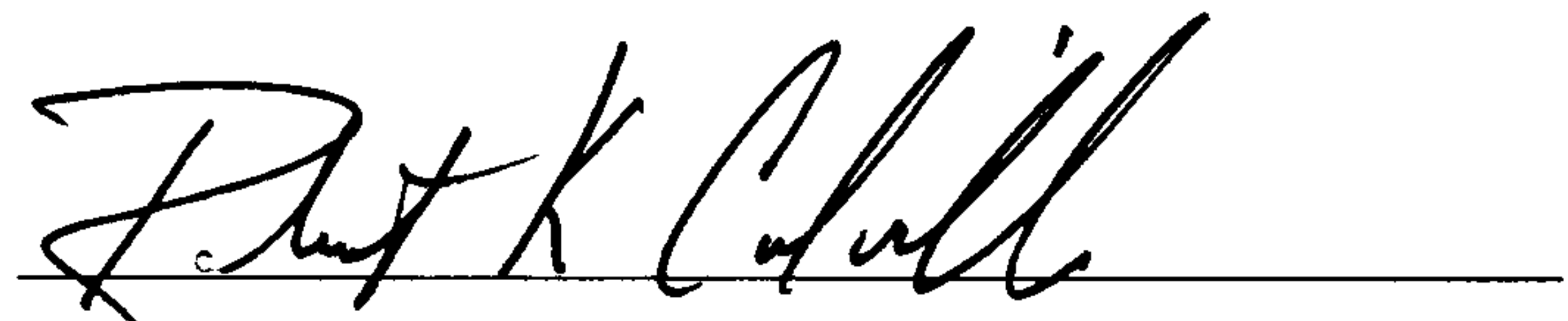
jpm3@mccallaraymer.com



STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Jacob P. Mauldin, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 10th day of March, 2016.



Notary Public

My commission expires 12/14/19

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 12th day of June, 2015, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Regions Bank d/b/a Regions Mortgage

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 216 Kenniston Dale, Pelham, AL 35124

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in Covenants, Conditions & Restrictions

(the "Declaration"). The Property is a part of a planned unit development known as

Ballantrae

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01

Wolters Kluwer Financial Services
VMP®-7R (0811)

Page 1 of 3

Initials: MTB

Michael T Bratten
7297069150
CONV/VA PUD RIDER

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Shelby Cnty Judge of Probate, AL
03/10/2016 02:48:05 PM FILED/CERT



B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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VMP®-7R (0811) Page 2 of 3 Initials: MTB Form 3150 1/01

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CONV/VA PUD RIDER



20160310000078150 3/4 \$23.00
Shelby Cnty Judge of Probate, AL
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Michael T Bratten (Seal)
Michael T Bratten -Borrower

Christy Bratten (Seal)
Christy Bratten -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

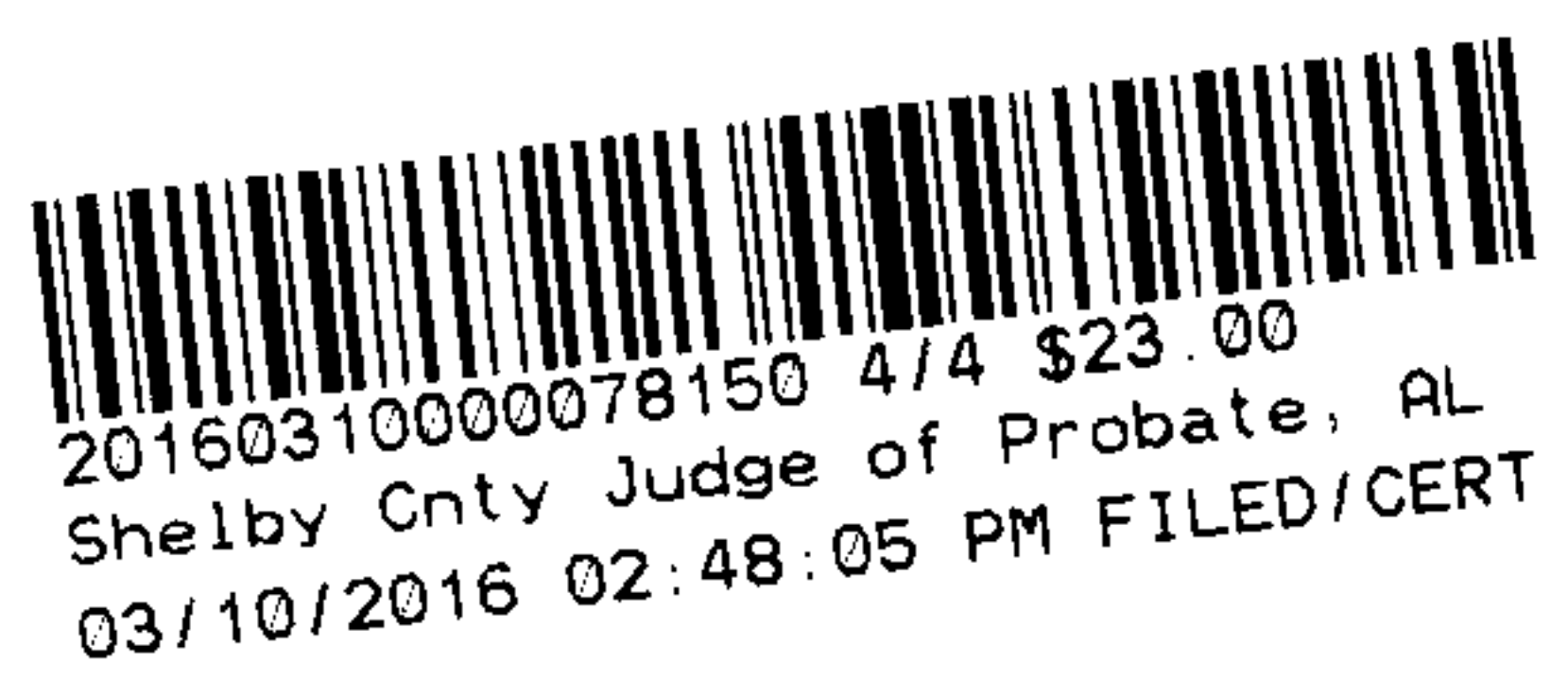
-Borrower

-Borrower

-Borrower

____ (Seal)
-Borrower

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VMP®-7R (0811) **Page 3 of 3** **Form 3150 1/01**



Michael T Bratten
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CONVYA PUD RIDER

