AFFIDAVIT

Our names are James C. Fuller and Kimberly D. Fuller and we are the owners of the property located at 415 Tecumseh Street, Montevallo, AL 35115, further described as follows:

Lot 12, according to the Map and Survey of Shoal Creek Highlands, First Sector, recorded in Map Book 13, Page 39, in the Office of the Judge of Probate of Shelby County, Alabama.

On February 15, 2008, we made a mortgage in favor of Mortgage Electronic Registration Systems, Inc. as nominee for Mortgage America, Inc. in the amount of \$150,000.00. Said mortgage was recorded on February 19, 2008, in Instrument#200802190000066460. This mortgage was paid off as evidenced by the attached settlement statement and loan policy when we refinanced this property in 2010; however, a satisfaction of mortgage was never filed. We have had no contact with the lender, and we have received no notice of foreclosure.

I make this affidavit to induce Jefferson Title to issue its title policies in favor of Blake B. Tennyson and Kayla Landefeld and FirstBank, Secretary of Housing and Urban Development, and/or its representative successors and assigns as part of our sale transaction without an exception for this mortgage. I have had no contact with the lender(s) or their successor since the mortgage was paid off by me.

We do hereby agree to indemnify and hold TitleSouth, Sandy Johnson, Jefferson Title Corporation and First American Title Insurance Company harmless and free from any and all claims, charges and expenses, arising from this transaction.

Dated this the 304 day of August, 2016.

James D. Fuller

Kimberly D. Fuller

State of Alabama

Jefferson County

Shelby

Signed and sworn to before me this 30th day of August, 2016.

Notary Public

My Commission Expires:

TAMMY SMITH
Notary Public, State of Alabama
County of Shelby
My Commission Expires
July 28, 2018

TS-1601876



A. Settlement Statement (HUD-1)

20160909000326440 09/09/2016 08:10:34 AM AFFID 2/10

B. Type of Loan					
1. X FHA 2. RHS 3. Conv. Unins. 20 4. VA 5. Conv. Ins.	File Number:)100916	7. Loan Number: 1009004153	8. Mortgage k 011-6945761-7	isurance Case Number: 703	
				-	
C. Note: This form is furnished to give you a state. Items marked "(p.o.c.)" were paid outside	ment of actual settlement of the closing; they are show	osts. Amounts paid to and i In here for informational pur	by the settlement agent ar poses and are not include:	e snown. d in the totals.	
D. Name and Address of Borrower.	E. Name and Address of	Søller:	F. Name and Address o	f Lender:	
James C. Fuller					
Kimberly D. Fuller			The Morigage Outlet, Inc. 1800 SANDY PLAINS P.		
415 Tecumseh Street Montevallo, AL 35115			MARIETTA, GA 30066	takt bie 904	
				· · · · · · · · · · · · · · · · · · ·	
G. Property Location: 415 Tecumseh Street	H. Settlement Agent: Streamline Title Services	of Alphama III C		I. Settlement Date:	
Montevalio, AL 35115	3231 Veterans Circle, Sui			September 21, 2010	
Shelby County, Alabama	Birmingham, AL 35235				
	Place of Settlement:	it: Disburse:09/			
	3231 Veterans Circle, Sui	ite 101			
	Birmingham, AL 35235				
J. Summary of Borrower's transaction 100. Gross Amount Due from Borrower:		K. Summary of Seller 400. Gross Amount Due			
101. Contract sales price		401. Contract sales price			
102. Personal property		402. Personal property			
103. Settlement Charges to Borrower (Line 1400)	156,556.16	403.			
104. 105.		404. 405.			
Adjustments for items paid by Seller in advance			paid by Selier in advance	· · · · · · · · · · · · · · · · · · ·	
106. City/Town Taxes to		406. City/Town Taxes	to		
107. County Taxes to 108. Assessments to		407. County Taxes 408. Assessments	10 10	<u> </u>	
109,		409.			
110,		410.			
111. 112.		411. 412.			
	15C 55C 4C		4-5-7		
120. Gross Amount Due from Borrower 200. Amounts Paid by or in Behalf of Borrower	156,556.16	420, Gross Amount Due 500. Reductions in Amo			
201. Deposit or earnest money		501. Excess deposit (see			
202. Principal amount of new loan(s)	156,698.00	502. Settlement charges		""""""""""""""""""""""""""""""""""""""	
203. Existing loan(s) taken subject to 204.		503. Existing loan(s) take 504. Payoff First Mortgag			
205.		505. Payoff Second Mod			
206.		506.			
207. 208.		507. 508.			
209.		509.	·		
Adjustments for items unpaid by Seller		Adjustments for items u	npaid by Seller		
210. City/Town Taxes to 211. County Taxes to		510. City/Town Taxes 511. County Taxes	†O		
212. Assessments to		512. Assessments	10 10		
213. 214.		513.		±	
214. 215.	<u> </u>	514. 515.			
216.]	516.			
217.		517.			
218. 219.		518. 519.	••••••••••••••••••••••••••••••••••••••		
220. Total Paid by/for Borrower	156,698.00	520. Total Reduction An			
300. Cash at Settlement from/to Borrower 301. Gross amount due from Borrower (line 120)	156,556.16	600. Cash at settlement 601. Gross amount due k			
302. Less amount paid by/for Borrower (line 220)	(156,698.00)			(
303. Cash From X To Borrower	141.84	603. Cash To	From Seller	0.00	
The undersigned hereby acknowledge receipt of a co	mpleted copy of this statem	ent & any attachments refer	rred to herein		
Borrower					
James C. Fuller					
PHINCH WITH URC					
Kimberly D. Fuller	·····				

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

Streamline Title Services of Alabama, LLC, Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

700. Total Real Estate Broker Fees	······································	<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>	Paid From	Paid From
Division of commission (line 700) as follows:			Borrower's	Selera
701. S to			Funds #1	Funds at
702, S to			Settlement	Sottoment
703. Commission paid at settlement				
704.		···		<u></u>
705.		والمراجع المراجع المرا		
800. Items Payable in Connection with Loan				
801. Our origination charge Includes Origination Point (2,925.000% or \$ 0.00) 5 3,060.0	0 (from GFE #1)			
802. Your cradit or charge (points) for the specific interest rate chosen \$	(from GFE #2)		· · · · · · · · · · · · · · · · · · ·	
803. Your adjusted origination charges	(from GFE #A)		3,060.00	
804. Appraisal fee to ALABAMA APPRAISAL	(from GFE #3)		410.00	
805. Credit Report to FIRST AMERICAN CREDCO	(from GFE #3)	······································	93.25	
806. Tax service to 807. Flood certification to	(from GFE #3)	·· , ,		
807. Plodd cennication to 808.	(from GFE #3) (from GFE #3)			
809.	(from GFE #3)			
810.	(from GFE #3)			·
811.	(from GFE #3)			
900. Items Required by Lender to Be Pald in Advance				
01. Daily interest charges from 09/27/10 to 10/01/10 4@\$18.250000/da	y (from GFE #10)	····	73.00	· · · .
02. Mortgage insurance premium for months to HUD	(from GFE #3)		3,448.13	
903. Homeowner's insurance for 1.0 years to COTTON STATE INSURANCE	(from GFE #11)		591.89	<u> </u>
04,	(from GFE #11)			
905.	(from GFE #11)			
1000. Reserves Deposited with Lender				
1001. Initial deposit for your escrow account	(from GFE #9)		214.40	4
1002. Homeowner's insurance 5.000 months @ \$ 49.33 per month	\$ 246.65			
003. Mortgage Insurance 0.000 months @ \$ 63.36 per month	5	<u></u>		
004. Property taxes	S			·····
005.	\$		e Ele	
006. COUNTY TAXES (IMPROVED) 2.000 months @ \$ 57.87 per month	S 115.74	10 10 10 10 10 10 10 10 10 10 10 10 10 1		
007. months @ \$ per month	S			
008.	S			
009. AGGREGATE ADJUSTMENT CREDIT	5 -147,99	<u> </u>		
100. Title Charges	₩ 7 1 H F C		Bigge Albert (Prop. P. 1997)	
101. Title services and lender's title insurance	(from GFE #4)		<u> </u>	
102. Settlement or closing fee to Streamline Title Services of Alabama	-	//// // i i i i i i i i i i i i i i 	1,114.75	· · · · · · · · · · · · · · · · · · ·
103. Owner's title insurance to Chicago Title Insurance Company	LLC S 440.00 (from GFE #5)	······································		
104. Lender's title insurance to Chicago Title Insurance Company	\$ 324,75			
105. Lender's title policy limit \$ 156,698.00				
106. Owner's title policy limit				
107. Agent's portion of the total title insurance premium to Streamline Title Services of	f Alabama, LL S	227.32		
108. Underwriter's portion of the total title Insurance premium — to Chicago Title Insurance				
109.	——————————————————————————————————————			
110.				
112. 113.				
200. Government Recording and Transfer Charges				
201. Government recording charges to Recorder's Office	(from GFE #7)		54.00	<u> </u>
202, Deed \$ Mortgage \$ 54,00 Releases \$	Other S		04.00	
203. Transfer taxes to RECORDERS OFFICE	(from GFE #8)		235.05	
204. City/County tax/stamps \$	7			- ,
205. State tax/stamps S	235.05			
206.		· · · · · · · · · · · · · · · · · · ·		"
207,				
300. Additional Settlement Charges				
301. Required services that you can shop for	(from GFE #6)			
302.				
303, 204				
304, 305 Saa addii dieb avbibit				
305. See addit'l disb. exhibit to 400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			147,261.69	
			156,556.16	THE PERSON NAMED IN COLUMN 1

By signing page 1 of this statement, the signatorial acknowledge receipt of a completed copy of page 2 & 3 of this innee page statement.

Streamline Title Services of Alabama, LLC, Settlement Agent

20160909000326440 09/09/2016 08:10:34 AM AFFID 3/10

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1		
Charges That Cannot Increase HUD-1 Line	e Number				
Our origination charge #801		3,062.50	3,060.00		
Your credit or charge (points) for the specific interest rate chosen #802					
Your adjusted origination charges #803		3,062.50	3,060,00		
Transfer taxes #1203		235.05	235.05		
Charges That in Total Cannot Increase More than 10%		Good Faith Estimate	HUD-1		
Government recording charges #1201		54.00	54.00		
Appraisal fee # 804		410.00	410.00		
Credit report # 805	- هما زر مند د د د د د د د د د د د د د د د د د د	100.00	93.25		
Mortgage Insurance Premium # 902		3,448.13	3,448.13		
Tille services and lender's title insurance #1101		1,114.75	1,114.75		
	Total	5,126,88	5,120.13		
Increase between	en GFE and HUD-1 Charges	5 -6.75 or	-0.13*/		
Phane That Par Phane					
Charges That Can Change Initial deposit for your escrow account #1001	T 17. (1. 17. 18. 18. 18. 18. 18. 18. 18. 18. 18. 18	Good Faith Estimate	HUD-1		
Daily interest charges #901		698.44	214.40		
Homeowner's insulance #901	\$ 18.250000/day	145.97	73.00 504.80		
		587.28	591.89		
Loan Terms			~~~~		
Your initial loan amount is	\$ 156,698.00				
Your loan term is	30 years				
Your initial interest rate is	4.2500 %				
Your Initial monthly amount owed for principal, interest and any mortgage insurance is	\$ 834.22 includes X Principal X Interest X Mortgage Insurance				
Can your interest rate rise?	X No Yes, it can rise to a maximum of%. The first change will be on and can change again every months after Every change date, your interest rate can increase or decrease by%. Over the life of the loan, your interest rate is guaranteed to never be lower than% or higher than%.				
Even if you make payments on time, can your loan balance rise?	X No Yes, it can rise	lo a maximum of S			
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	No Yes, the first increase can be on and the monthly amount owed can rise to \$ The maximum it can ever rise to Is \$				
Does your loan have a prepayment penalty?	X No Yes, your maxir	num prepayment penalty is \$_			
Does your loan have a balloon payment?	X No Yes, you have a due in years on	balloon payment of \$			
	taxes and homeowner's Insurar yourself.	onthly escrow payment of \$10° owed of \$941.42. This includ	7,20 that results es ecked below:		

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

20160909000326440 09/09/2016 08:10:34 AM AFFID 4/10

COUNTY TAXES (IMPROVED)

HUD-1 Attachment

Borrower(s): James C. Fuller and Kimberly D. Fuller a

single man and a single woman

415 Tecumseh Street

Montevallo, AL 35115

Lender: The Mortgage Outlet, Inc.

Settlement Agent: Streamline Title Services of Alabama, LLC

(205)655-2514

Place of Settlement: 3231 Veterans Circle, Suite 101

Birmingham, AL 35235

Settlement Date: September 21, 2010 Disbursement Date: September 27, 2010 Property Location: 415 Tecumseh Street

> Montevallo, AL 35115 Shelby County, Alabama

Additional Disbursements			
Payee/Description	Note/Ref No.	Borrower	Selle
CENTRAL LOAN ADMIN. MTG PAYOFF LOAN #0023139785		146,574.41	
SHELBY COUNTY TAX COLLECTOR 2010 PROPERTY TAXES		687.28	
Total Additional Dis	bursements shown on Line 1305	\$ 147,261.69	\$ 0.00
Adjusted Origination Charge Details			
Origination Charge		<u></u>	
DOCUMENT PREP FEE to SCHWARTZ & CRUMPTON			135.00
ORIGINATION FEE to The Mortgage Outlet, Inc.			2,925.00
		Total	\$ 3,060.00
	Adjusted (Total Origination Charges	\$
Reserves Deposited with Lender	Adjusted (
Homeowner's Insurance			
Homeowner's Insurance 5.000 at 49.33 per monti COUNTY TAXES (IMPROVED)			\$ 3,060.00
Homeowner's Insurance 5.000 at 49.33 per monti COUNTY TAXES (IMPROVED) 2.000 at 57.87 per monti			\$ 3,060.00 246.65
AGGREGATE ADJUSTMENT CREDIT			\$ 3,060.00 246.65 115.74 -147.99
Homeowner's Insurance 5.000 at 49.33 per monti COUNTY TAXES (IMPROVED) 2.000 at 57.87 per monti AGGREGATE ADJUSTMENT CREDIT		Origination Charges	\$ 3,060.00 246.65 115.74 -147.99
Homeowner's Insurance 5.000 at 49.33 per monti COUNTY TAXES (IMPROVED) 2.000 at 57.87 per monti AGGREGATE ADJUSTMENT CREDIT monti	ance Details	Origination Charges Total	\$ 3,060.00 246.65 115.74 -147.99 \$ 214.40

WARNING: It is a crime to knowledgy make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

(20100916.PFD/20100916/14)

	Total	\$	324.75 \$	0.00
Lender's Policy Premium to Chicago Title Insurance Company			324.75	
Lender's Title Insurance "fees also shown above in Title Services and Lender's Title	insurance Details	Ī	BORROWER	SELLER
	Total	<u>\$</u>	<u> 1,114.75</u> \$	0.00
Lender's title insurance to Chicago Title Insurance Company			324.75	
DEED PREP to STOKES AND CLINTON			75.00	
COURIER FEE to Streamline Title Services of Alabama, LLC			65.00	
NOTARY FEE to JULIE CROSIER			150.00	
SETTLEMENT CLOSING FEE to Streamline Title Services of Alabama, LLC			150.00	

20160909000326440 09/09/2016 08:10:34 AM AFFID 6/10

HUD-1 Attachment

Borrower(s): James C. Fuller and Kimberly D. Fuller a

single man and a single woman

415 Tecumseh Street

Montevallo, AL 35115

Lender: The Mortgage Outlet, Inc.

Settlement Agent: Streamline Title Services of Alabama, LLC

(205)655-2514

Place of Settlement: 3231 Veterans Circle, Suite 101

Birmingham, AL 35235

Settlement Date: September 21, 2010 Disbursement Date: September 27, 2010 Property Location: 415 Tecumseh Street

> Montevallo, AL 35115 Shelby County, Alabama

Payee/Description	e/Description Note/Ref No.		Borrowe	er	Seller	
CENTRAL LOAN ADMIN.			146,574.4			
MTG PAYOFF LOAN #0023139785 SHELBY COUNTY TAX COLLECTOR	······································					
2010 PROPERTY TAXES			687.2	₿		
Total Additional Disbursen	ents shown on Line 1305	\$	147,261.6	9 \$	0.00	
Adjusted Origination Charge Details		. 1 * 1, 1 * * * * * * * * * * * * * * *	··································		 	
Origination Charge						
DOCUMENT PREP FEE					135.00	
to SCHWARTZ & CRUMPTON	•					
ORIGINATION FEE					2,925.00	
to The Mortgage Outlet, Inc.						
			Total	\$	3,060.00	
Origination Credit/Charge (points) for the spec	ific interest rate chosen					
and the state of the street of	ne marcical ide chicach					
			™₽_±_¥	•		
			Total	\$	<u> </u>	
		dinati		- 	3 060 00	
	Adjusted Ork	ginati		- 	3,060.00	
Reserves Deposited with Lender		ginati		- 	3,060.00	
łomeowner's Insurance		ginati		- 	3,060.00 246.65	
lomeowner's Insurance 5.000 at 49.33 per month COUNTY TAXES (IMPROVED)		ginati		- 	246.65	
lomeowner's Insurance 5.000 at 49.33 per month COUNTY TAXES (IMPROVED) 2.000 at 57.87 per month		ginati		- 	246.65 115.74	
Homeowner's Insurance 5.000 at 49.33 per month COUNTY TAXES (IMPROVED) 2.000 at 57.87 per month		ginati		- 	246.65	
COUNTY TAXES (IMPROVED)		ginati		\$	246.65 115.74	
Jomeowner's Insurance 5.000 at 49.33 per month COUNTY TAXES (IMPROVED) 2.000 at 57.87 per month AGGREGATE ADJUSTMENT CREDIT	Adjusted Ork		on Charges Total	\$	246.65 115.74 -147.99 214.40	
lomeowner's Insurance 5.000 at 49.33 per month COUNTY TAXES (IMPROVED) 2.000 at 57.87 per month AGGREGATE ADJUSTMENT CREDIT	Adjusted Ork		on Charges	\$	246.65 115.74 -147.99 214.40	
lomeowner's Insurance 5.000 at 49.33 per month COUNTY TAXES (IMPROVED) 2.000 at 57.87 per month AGGREGATE ADJUSTMENT CREDIT Title Services and Lender's Title Insurance I	Adjusted Ori		on Charges Total	\$	246.65 115.74 -147.99 214.40	
Homeowner's Insurance 5.000 at 49.33 per month COUNTY TAXES (IMPROVED) 2.000 at 57.87 per month	Adjusted Ori		on Charges Total	\$	246.65 115.74 -147.99	

WARNING: It is a crime to knowingly make faise statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

SETTLEMENT CLOSING FEE to Streamline Title Services of Alabama, LLC			150.00		
NOTARY FEE to JULIE CROSIER			150.00		
COURIER FEE to Streamline Title Services of Alabama, LLC			65.00		
DEED PREP to STOKES AND CLINTON			75.00		
Lender's title insurance to Chicago Title Insurance Company			324.75		
	Total	\$	1,114.75	\$	0.00
Lender's Title Insurance 'fees also shown above in Title Services and Lender's Title Insu	rance Details		3ORROWEF	<u> </u>	SELLE
Lender's Policy Premium to Chicago Title Insurance Company			324.75		
	Total	\$	324.75	\$	0.00
I have carefully reviewed the HUD-1 Settlement Statemen accurate statement of all receipts and disbursements made that I have received a copy of the HUD-1 Settlement State	e on my account or	ny knowledg by me in this	e and belief, transaction.	it is a I furth	true and er certify
James C. Fuller					
Kimberly D. Fuller					

20160909000326440 09/09/2016 08:10:34 AM AFFID 8/10

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Streamline Title Services of Alabama, LLC

Settlement Agent



CHICAGO TITLE INSURANCE COMPANY

20160909000326440 09/09/2016 08:10:34 AM AFFID 9/10

POLICY NO.: 71307-82051731

1701270062 WELL 031311595

SHORT FORM RESIDENTIAL LOAN POLICY ONE-TO-FOUR FAMILY

Issued by: Chicago Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company:

Streamline Title Services of Alabama, LLC

3231 Veterans Circle, Suite 101

Birmingham, AL 35235

Loan No.:

1009004153

Address Reference:

Street Address:

County and State:

415 Tecumseh Street Shelby County, Alabama

Amount of Insurance:

\$ 156,698.00

Premium:

\$ 97.43

Mortgage Amount:

\$ 156,698.00

Mortgage Date: September 21, 2010

Date of Policy:

October 11, 2010 at 01:37 PM

Name of Insured:

Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for The Mortgage Outlet, Inc., and/or the Secretary of Housing and Urban Development of Washington, D.C., its successors and/or assigns who are the lawful

owner or owners of the evidence of the debt Identified herein and any subsequent owner or owners thereof.

Name of Borrower(s):

James C. Fuller and Mmberly D. Fuller

The estate or interest in the Land identified in this Schedule A and which is encumbered by the Insured Mortgage is Fee Simple and is, at Date of Policy, vested in the borrower(s) shown in the Insured Mortgage and named above.

The Land referred to in this policy is described as set forth in the Insured Mortgage.

This policy consists of 2 page(s) unless an addendum is attached and indicated below:

____ Addendum attached

The endorsements checked below, if any, are incorporated in this policy:

ALTA ENDORSEMENT 4-06

(Condominium)

ALTA ENDORSEMENT 4.1-06

(Condominium), if the Land or estate or interest is referred to in the insured Mortgage as a

condominium.

____ALTA ENDORSEMENT 5-06

(Planned Unit Development)

ALTA ENDORSEMENT 5.1-06

(Planned Unit Development)

_____ALTA ENDORSEMENT 6-06

(Variable Rate), if the Insured Mortgage contains provisions which provide for an adjustable

interest rate.

_____ ALTA ENDORSEMENT 6.2-06

(Variable Rate-Negative Amortization), if the Insured Mortgage contains provisions which provide

for both an adjustable interest rate and negative amortization.

____ALTA ENDORSEMENT 7-06

(Manufactured Housing), if a manufactured housing unit is located on the Land at Date of Policy.

____ ALTA ENDORSEMENT 7.1-06

(Manufactured Housing - Conversion; Loan)

X ALTA ENDORSEMENT 8.1-06

(Environmental Protection Lien) - Paragraph b refers to the following state statute(s):

X ALTA ENDORSEMENT 9-06

(Restrictions, Encroachments, Minerals) (Future Advance - Priority)

_____ALTA ENDORSEMENT 14-06 _____ALTA ENDORSEMENT 14.1-06

(Future Advance - Knowledge)

ALTA ENDORSEMENT 14.3-06

(Future Advance - Reverse Mortgage)

_____ALTA ENDORSEMENT 22-06

(Location) The type of improvement is a one-to-four family residential structure and the street

address is as shown above.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

CHICAGO TITLE INSURANCE COMPANY

Countersigned:

Authorized Signatory

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

ALTA Short Form Residential Loan Policy (6/17/07) (20100916.PFD/20100916/17) PERFORM WILL ARRIVE AND AND AND WIND WINDS

SUBJECT TO THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B BELOW, AND ANY ADDENDUM ATTACHED HERETO, CHICAGO TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION, HEREIN CALLED THE "COMPANY," HEREBY INSURES THE INSURED IN ACCORDANCE WITH AND SUBJECT TO THE TERMS, EXCLUSIONS AND CONDITIONS SET FORTH IN THE AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (6-17-06), ALL OF WHICH ARE INCORPORATED HEREIN. ALL REFERENCES TO SCHEDULES A AND B SHALL REFER TO SCHEDULES A AND B OF THIS POLICY.

SCHEDULE B

EXCEPTIONS FROM COVERAGE AND AFFIRMATIVE INSURANCES

Except to the extent of the affirmative insurance set forth below, this policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) which arise by reason of:

- Those taxes and special assessments that become due or payable subsequent to Date of Policy. This does not modify or limit the
 coverage provided in Covered Risk 11(b).
- Covenants, conditions, or restrictions, if any, appearing in the Public Records; however, this policy insures against loss or damage arising from:
 - (a) the violation of those covenants, conditions, or restrictions on or prior to Date of Policy;
 - (b) a forfeiture or reversion of Title from a future violation of those covenants, conditions, or restrictions including those relating to environmental protection; and
 - (c) provisions in those covenants, conditions, or restrictions, including those relating to environmental protection, under which the lien of the Insured Mortgage can be extinguished, subordinated or impaired.

As used in paragraph 2(a), the words "covenants, conditions, or restrictions" do not refer to or include any covenant, condition, or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded or filed in the Public Records at Date of Policy and is not referenced in an addendum attached to this policy.

- 3. Any easements or servitudes appearing in the Public Records; however, this policy insures against loss or damage arising from (a) the encroachment, at Date of Policy, of the improvements on any easement, and (b) any interference with or damage to existing improvements, including lawns, shrubbery, and trees, resulting from the use of the easements for the purposes granted or reserved.
- Any lease, grant, exception, or reservation of minerals or mineral rights appearing in the Public Records; however, this policy insures against loss or damage arising from (a) any affect on or impairment of the use of the Land for residential one-to-four family dwelling purposes by reason of such lease; grant, exception or reservation of minerals or mineral rights, and (b) any damage to existing improvements, including lawns, shrubbery, and trees, resulting from the future exercise of any right to use the surface of the Land for the extraction or development of the minerals or mineral rights so leased, granted, excepted, ore reserved. Nothing herein shall insure against loss or damage resulting from subsidence.

NOTICES, WHERE SENT:

Any notice of claim or other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the following address: Chicago Title Insurance Company, ATTN: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

20160909000326440 09/09/2016 08:10:34 AM AFFID 10/10

20160909000326440



Filed and Recorded Official Public Records Judge James W. Fuhrmeister, Probate Judge, County Clerk Shelby County, AL 09/09/2016 08:10:34 AM \$42.00 CHERRY

ALTA Short Form Residential Loan Policy (6/17/07)

Jung 200