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Prepared by and Return To:
USAA Federal Savings Bank
Secondary Marketing / BSB/D01 N
10750 McDermott Freeway
San Antonio, TX 78288
Attn: KAREN MATHER BSB D01 N

Loan # 3000531286

AFFIDAVIT OF ERROR

THIS FORM IS INTENDED TO CORRECT SCRIVENERS ERRORS

Affiant hereby swears or affirms that the **Mortgage** recorded on the **1st** day of **September**, 2016, recorded as Instrument #20160901000317500 of official records in Shelby County State of **Alabama**, between USAA Federal Savings Bank and Michael J. Haigler, Jr and Lesley M Haigler, husband and wife in which contained the following error:

Page 2 of the Planned Unit Development Rider was not recorded with the aforementioned Mortgage.

The correction is as follows:

Page 2 of the Planned Unit Development Rider is hereto attached to this Affidavit.

Legal Description: Lot 18, according to the survey of Carden Crest, as recorded in Map Book 35, Page 64, in the Office of the Judge of Probate of Shelby County, AL.

By:

Rebecca Cantu - Director Secondary Marketing

State of <u>Texas</u>
County of <u>Bexar</u>

On this 19thday of October, 2016, before me appeared Rebecca Cantu, to me personally known, who being duly sworn did say that they are the **Director Secondary Marketing** of USAA Federal Savings Bank and that said Affidavit of Correction was signed and sealed in behalf of such USAA Federal Savings Bank defined in this document as Lender.

Notary Public in and for the State of Texas

My Commission expires:

BOBBIE JO LUNSTRUM

My Commission Expires

March 28, 2017

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.



MULTISTATE PUD RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Mortgage Cadence Document Center © 3204 01/14



Form 3150 1/01 (page 2 of 3 pages)



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
11/17/2016 10:35:59 AM
\$18.00 CHARITY

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