

Affidavit of Correction

20170728000271460

07/28/2017 01:20:05 PM

AFFID 1/4

State of ALABAMA
County of SHELBY

I, MELISSA GRIZZAFFI, (Affiant), of lawful age, first being duly sworn, upon my oath, disposes and says:

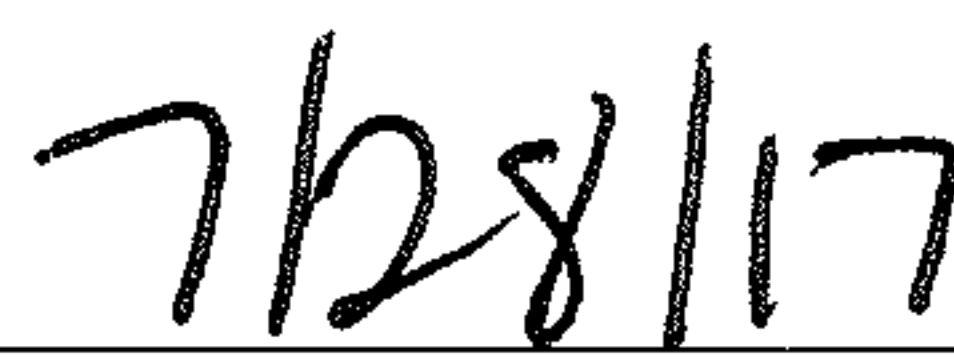
1. That I am an Employee of Timios Agency of Alabama, Inc., acting on behalf of, and with the authority of, Timios Agency of Alabama, Inc..
2. I have personal knowledge of the facts and matters stated herein.
3. That the attached recorded copy of the 20170608000201360 instrument (labeled EXHIBIT "A"), through inadvertence, mistake and error, contains an error on Page 16 and 18

Instrument: Mortgage
Grantors: North American Savings Bank
Grantees: Jeremy J Heikel
Dated: 06/02/2017
Recorded: 06/08/2017
Book:
Page:
Instrument No: 20170608000201360

4. This Affidavit is being filed for record in the County of SHELBY, State of ALABAMA, for the purpose of:
To correct the PUD name to : WILD TIMBER
-
-

Further Affiant saith not.


MELISSA GRIZZAFFI

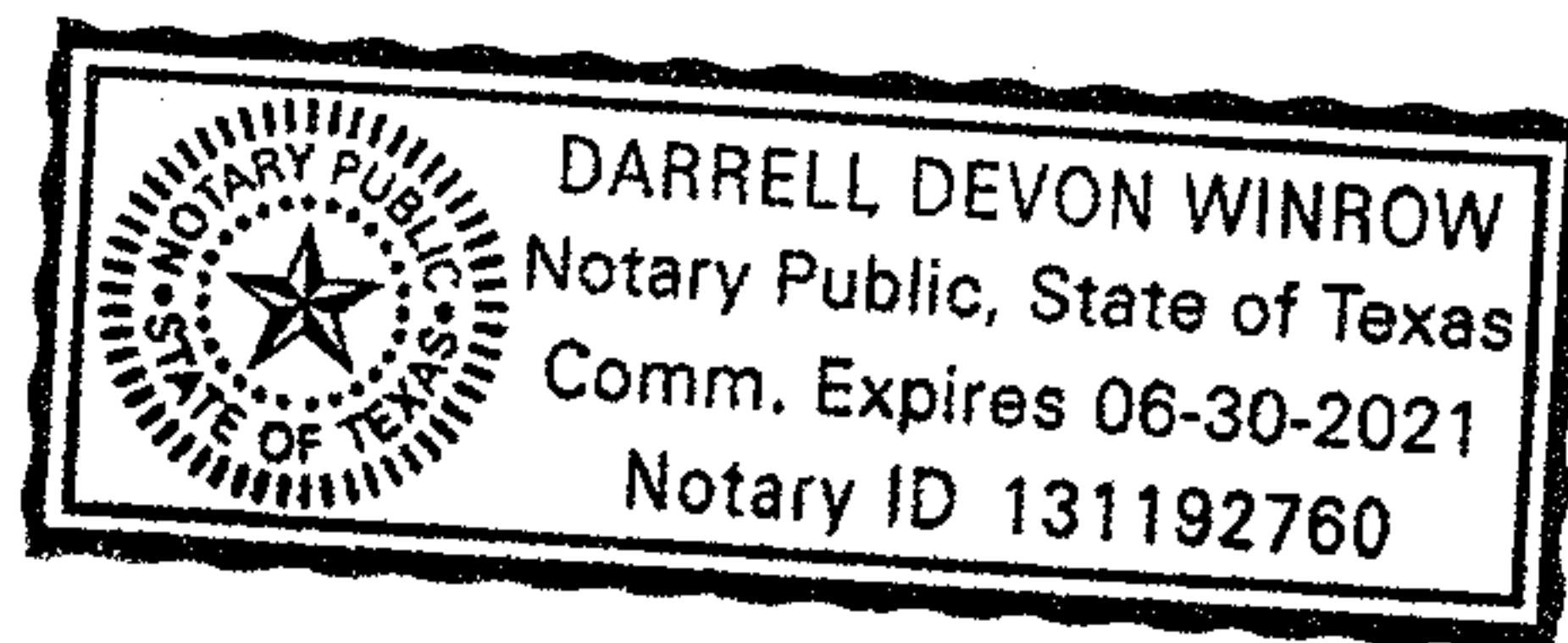

Date

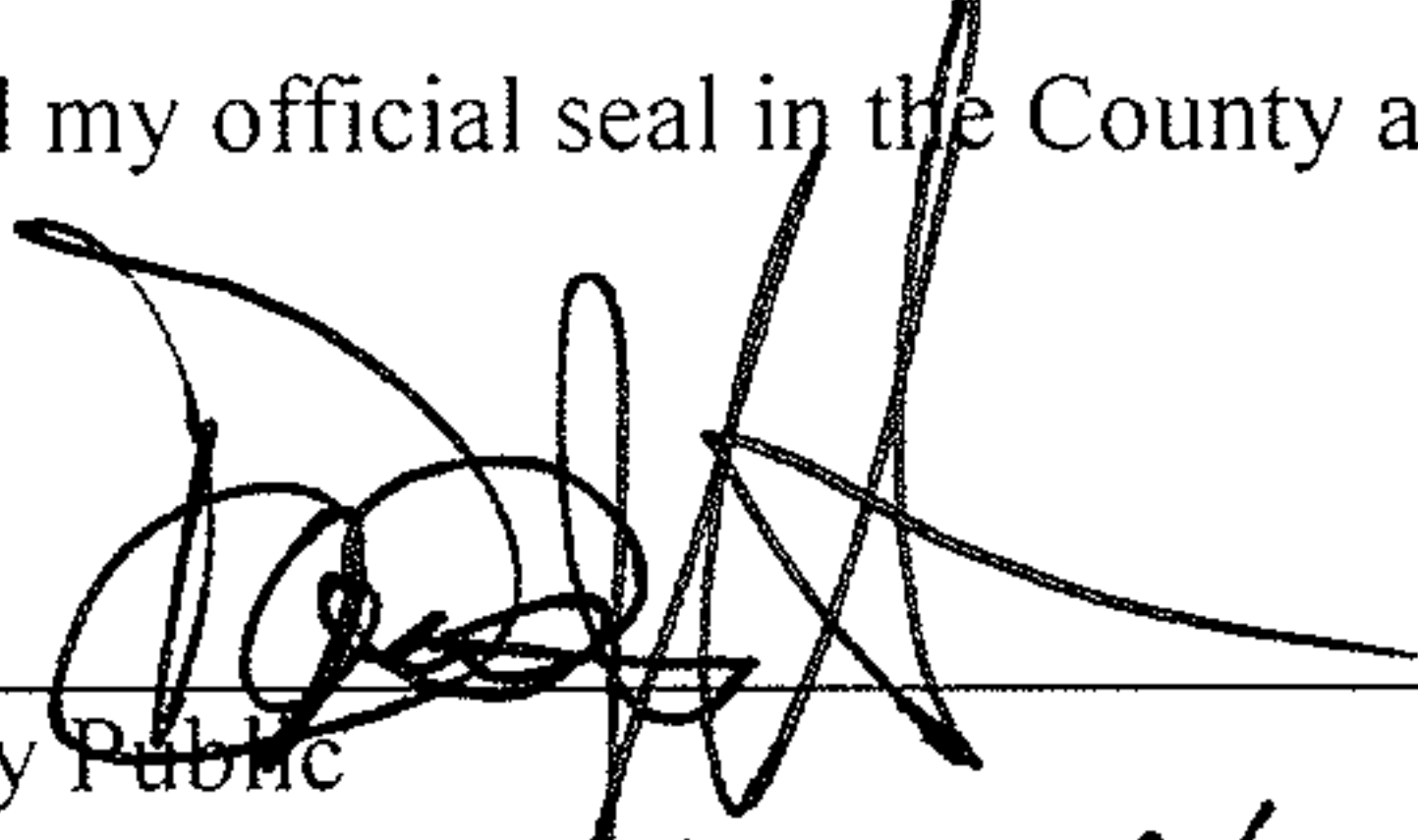
State of ~~ALABAMA~~ TEXAS
County of ~~SHELBY~~ Collins

On this 28th day of July, 20 17, before me appeared MELISSA GRIZZAFFI, personally known to me to be the person who executed the foregoing instrument and being sworn by me stated the facts and matters therein are true according to the best of his knowledge and belief, and acknowledged to me that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year written above.

Seal/Stamp




Notary Public

My Commission Expires:

6/30/2021

NMLS COMPANY IDENTIFIER: 400039
NMLS ORIGINATOR IDENTIFIER: 1365238

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 2nd day of June, 2017, and is incorporated into and shall be deemed to amend and supplement the Mortgage ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to North American Savings Bank, FSB ("Lender") of the same date and covering the Property described in the Security Instrument and located at:

305 Wild Timber Dr, Pelham, Alabama 35124

The Property Address is a part of a planned unit development ("PUD") known as

WILD TIMBER

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

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 Owner's Association; and
- (iii) any by-laws or other rules or regulations of the Owner's Association

Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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, from 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 the 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 ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.



EXHIBIT "A"

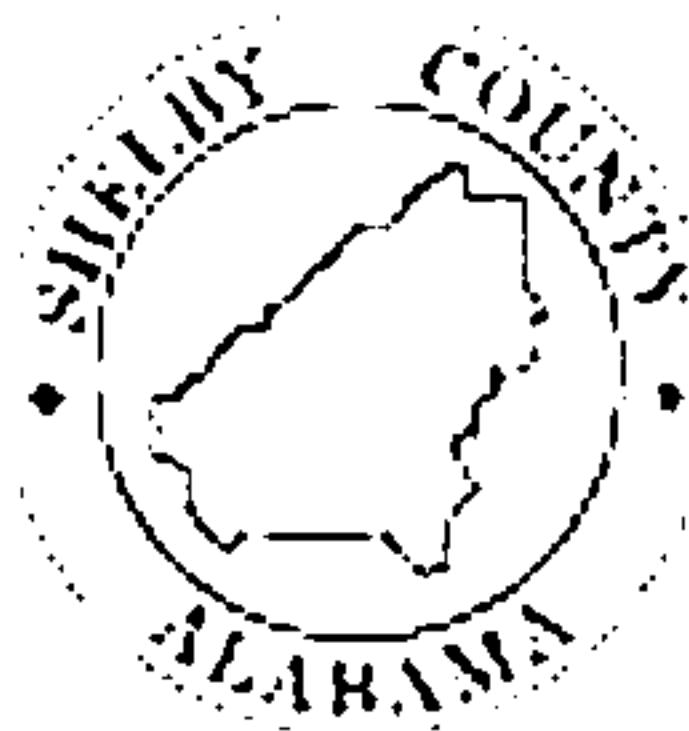
LEGAL DESCRIPTION

File No: 08-01467205

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA TO
WIT: LOT 401, ACCORDING TO THE SURVEY OF WILD TIMBER PHASE 4, AS RECORDED IN
MAP BOOK 37, PAGE 64, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL ID: 14-1-02-3-001-018.001

BEING THE SAME PROPERTY CONVEYED TO JEREMY J. HEIKEL AND TARA M. HEIKEL BY
DEED FROM EMBASSY HOMES, LLC, A LIMITED LIABILITY COMPANY RECORDED 07/25/2016
IN INSTRUMENT NO. 20160725000258250, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY
COUNTY, ALABAMA.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
07/28/2017 01:20:05 PM
\$24.00 DEBBIE
20170728000271460

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the printed name of the Probate Judge.