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## DEED RESTRICTIONS (Homebuyer Equity Leverage Partnership Program)

Member FHFA ID Number 11210

THE STATE OF Alabama {insert STATE}  
COUNTY/PARISH OF Shelby {insert COUNTY/PARISH}

The undersigned, Tunya D Wright, ("Owner"), is the owner of certain real property and improvements located at 1013 Garnet Dr {insert PROPERTY ADDRESS}, in Calera {insert CITY}, Shelby {insert NAME OF COUNTY OR PARISH}, Alabama {insert STATE}, and more particularly described on Exhibit A attached hereto and incorporated herein for all purposes (the "Property"). For value received, the adequacy and sufficiency of which are hereby acknowledged, Owner does hereby impress the Property with the following deed restrictions:

- 1) For purposes of these restrictions, the following terms have the meaning indicated:

"Bank" means the Federal Home Loan Bank of Dallas

"Direct Subsidy" means the amount funded by the Bank for the benefit of Owner, for the purpose of assisting Owner in the purchase or construction of the Property, which Direct Subsidy shall not exceed \$ 10,000.00 {insert AMOUNT OF DIRECT SUBSIDY}.

"HELP" means the Homebuyer Equity Leverage Partnership Program of the Bank.

"Low- or Moderate-Income Household" means a household with an income at or below 80% of the median income for the area as determined by the United States Department of Housing and Urban Development, with adjustments for family size.

"Retention Period" means a period of five (5) years beginning on March 15, 2019. {Insert the date of the closing of the sale of the Property.}

- 2) The Bank's Community Investment Department is to be given notice of any sale, transfer, assignment of title or deed, or refinancing of the unit by the household occurring prior to the end of the Retention Period.
- 3) In the event of a sale, transfer, or assignment of title or deed of the Property during the Retention Period, an amount equal to a pro rata share of the Direct Subsidy, reduced by 1/60 for every month the selling Owner owned the Property, shall be repaid to the Bank, if greater than \$2,500, from any net proceeds realized upon the sale, transfer, or assignment of title or deed of the Property, minus the HELP-assisted household's investment, unless the purchaser, transferee, or assignee is a Low- or Moderate-Income Household.
- 4) In the event of a refinancing during the Retention Period, an amount equal to a pro rata share of the Direct Subsidy, reduced by 1/60 for every month the occupying Owner owned the Property, shall be repaid to the Bank, if greater than \$2,500, from any net proceeds realized upon the refinancing minus the HELP-assisted household's investment, unless the Property continues to be subject to these deed restrictions.
- 5) This instrument and these deed restrictions are subordinate to any valid outstanding lien against the Property currently of record. Foreclosure of such prior recorded lien, deed-in-lieu of foreclosure of such prior recorded lien, assignment of such prior recorded lien to the Secretary of Housing and Urban Development, or death of the HELP-assisted homeowner shall extinguish this instrument and these deed restrictions; however, the Bank's Community Investment Department is to be given notice of any foreclosure of the Property that occurs during the Retention Period.

- 6) The provisions of this instrument are hereby declared covenants running with the land and are fully binding on any successors and assigns of Owner who may acquire any right, title, or interest in or to the Property, or any part thereof. Owner, its successors and assigns hereby agree and covenant to abide by and fully perform the provisions of this instrument.
- 7) Owner understands and agrees that this instrument shall be governed by the laws of the State of Alabama {Insert STATE} and that venue for any action to enforce the provisions of this instrument shall be in Shelby {Insert NAME OF COUNTY/PARISH}.

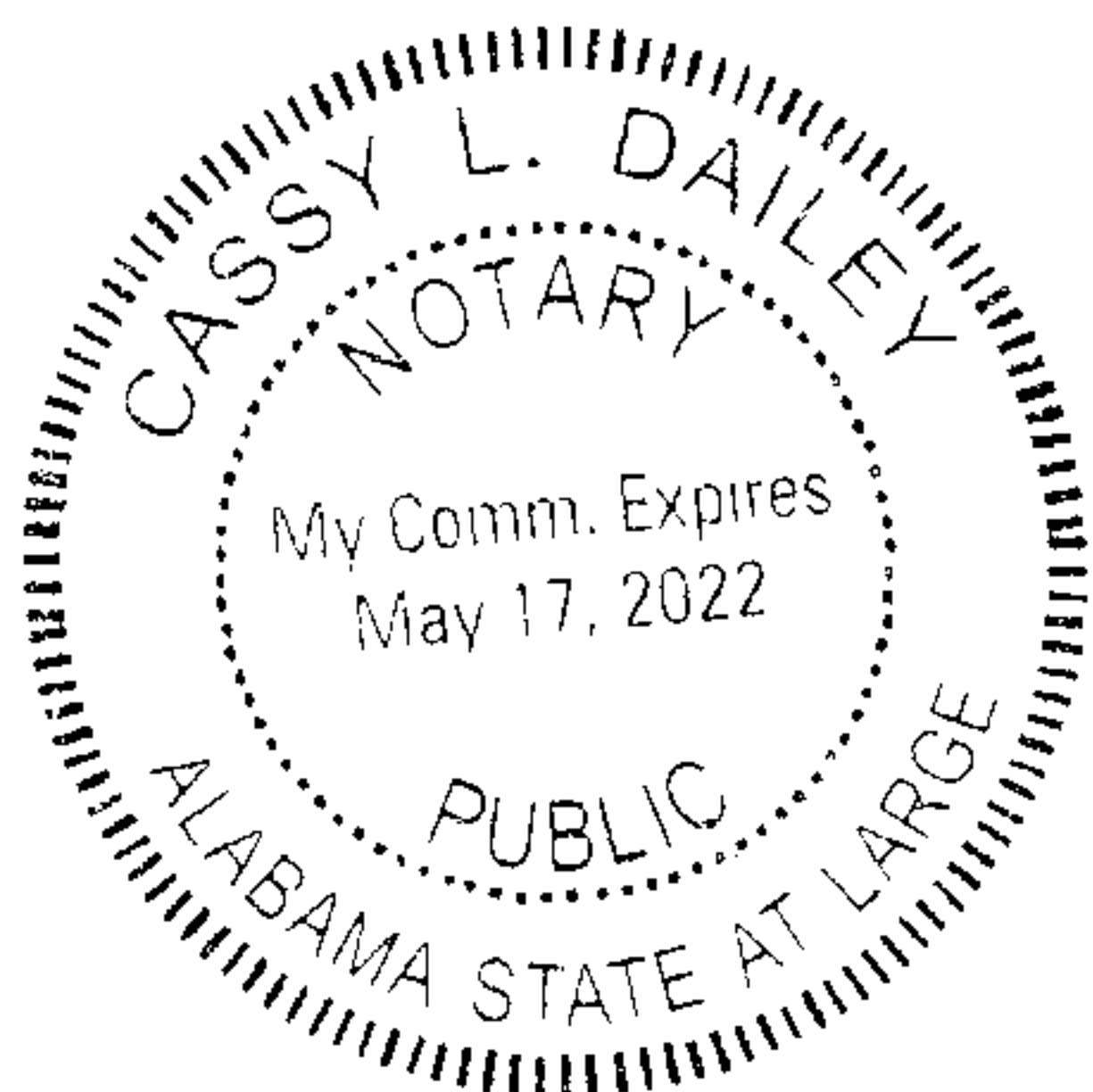
EXECUTED this 15th day of March, 2019.

By: Tunya D. Wright

Printed Name: Tunya D. Wright  
Title: Owner

THE STATE OF Alabama {Insert STATE}  
COUNTY/PARISH OF Shelby {Insert NAME OF COUNTY/PARISH}

This instrument was acknowledged before me on the 15th day of March, 2019,  
by Tunya D. Wright (Owner).



Cassy L. Dailey  
Notary Public, State of Alabama {Insert STATE}

My commission expires: 5-17-22  
Cassy L. Dailey  
(Printed Name)

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## EXHIBIT A

### Subject Property Legal Description

**Emerald Ridge Sec 3 Lot26 -parcel id 28-4-17-4-004-008.000**

Lot 26, according to the Survey of Emerald Ridge Sector III, as recorded in Map Book 39, Page 35, in the Probate Office of Shelby County, Alabama.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
03/28/2019 03:51:49 PM  
\$21.00 CHERRY  
20190328000099810

*Allen S. Bayl*