

Prepared by and return to:
United Shore Financial Services
ATTN: Krista Beers-Final Documents Escalation/Resolutions Coordinator
585 South Blvd E.
1st Floor
Pontiac, MI 48341
File No.: 1520024574-Furgason

SCRIVENER'S AFFIDAVIT

State of: Michigan
County of: Oakland
July 8th, 2020

Affiant, Heidi Hirl, in their capacity as AVP, Final Documents Control Leader, on behalf of United Shore Financial Services, LLC, being duly sworn, deposes and says that:

Affiant has reviewed that certain Mortgage by Curtis Furgason, A Single Man, Dated March 5, 2020, and recorded on March 11, 2020 in Shelby County, AL, Instrument# 20200311000097280.

1. Affiant has noted that the signed PUD (Planned Unit Development) Rider was not included with the recording of the recorded mortgage.
2. The signed PUD (Planned Unit Development) Rider is attached to be added to said mortgage.
3. The legal description (Exhibit A) is attached.

FURTHER AFFIANT SAYETH NAUGHT.



By: Heidi Hirl
Title: AVP, Final Document Control Leader
On behalf of UNITED SHORE FINANCIAL
SERVICES, LLC

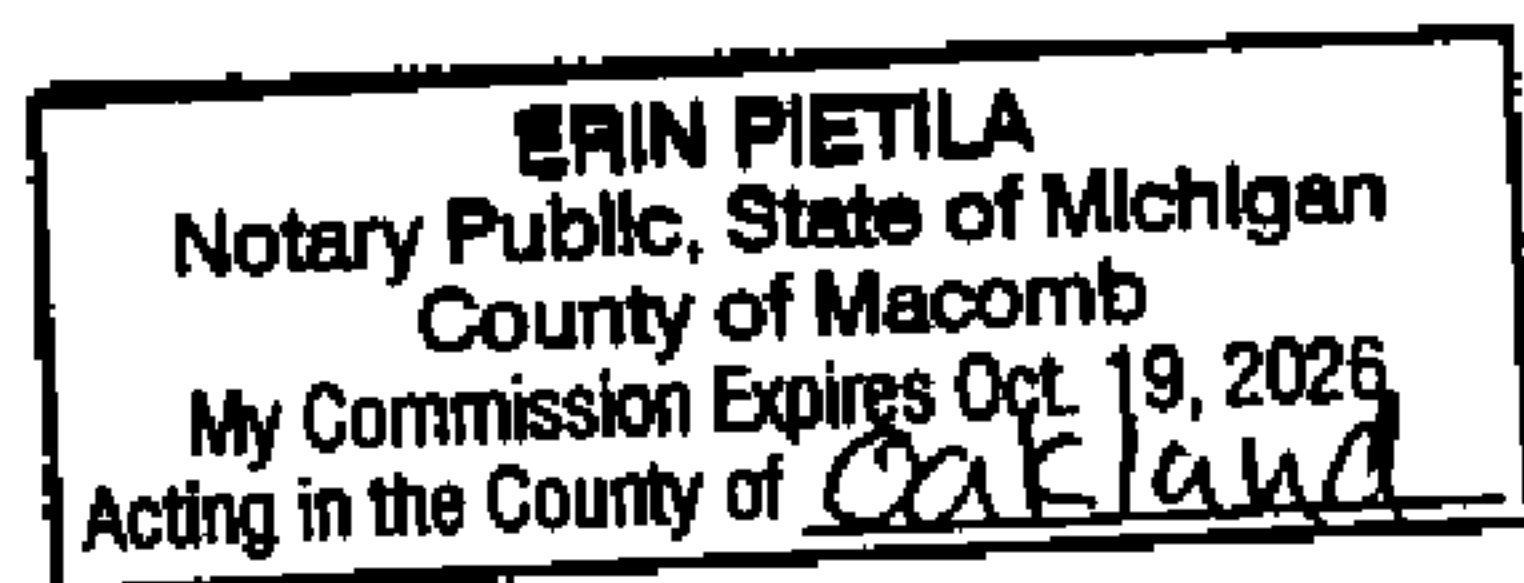
STATE OF: Michigan
COUNTY OF: Oakland

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Heidi Hirl as AVP, Final Document Control Leader on behalf of UNITED SHORE FINANCIAL SERVICES, LLC, who produced Personal ID/is Personally known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same.

Witness my hand and official seal in the County and State last aforesaid this 8th day of July 2020.


Notary Public

(Seal)
My commission expires:



PLANNED UNIT DEVELOPMENT RIDER

FURGASON
Loan #: 1520024574
Serv. #: 0135327450
MIN: 101394215200245748

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **5TH** day of **MARCH**, 2020, 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 **ALABAMA HOME MORTGAGE LOANS INC.**, (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1001 FAIRBANK LN, CHELSEA, AL 35043
[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 THE COVENANTS, CONDITIONS AND RESTRICTIONS FILED OF RECORD THAT AFFECT THE PROPERTY (the "Declaration"). The Property is a part of a planned unit development known as

CHELSEA PARK
[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



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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 "Constituents 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.

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 ensure 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



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shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

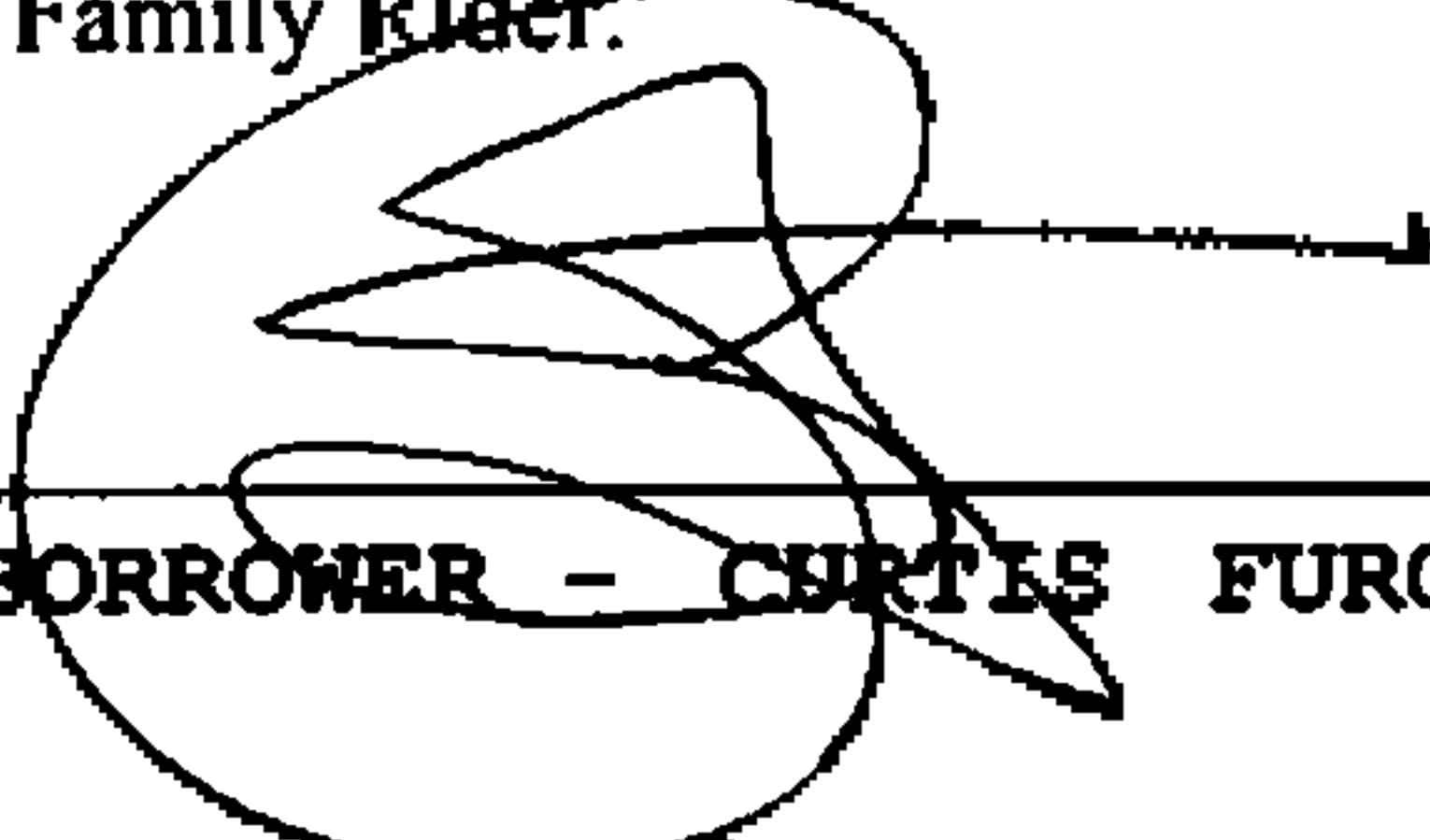
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

 3/5/20
- BORROWER - CURTIS FURGASON - DATE -

MULTISTATE 1-4 FAMILY RIDER -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

32.48

Form 3170 1/01 (page 3 of 3 pages)





CHICAGO TITLE INSURANCE COMPANY

LEGAL DESCRIPTION

Title No.: 9970

Locate No.:

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF **Shelby**
STATE OF **ALABAMA** AND IS DESCRIBED AS FOLLOWS:

APN: 58-09-7-36-1-003-020.000

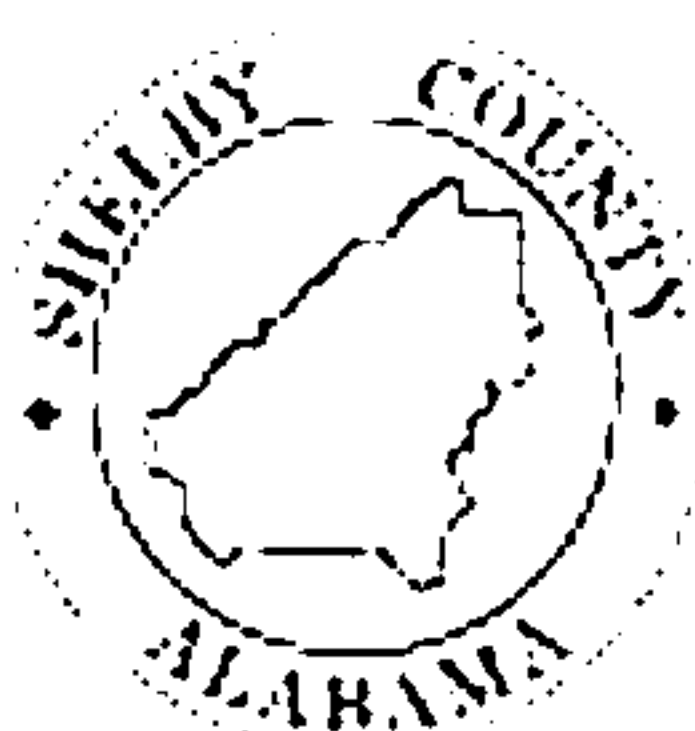
Lot 3-27, according to the Plat of Chelsea Park 3rd Sector as recorded in Plat Book 34 at Pages 23A and B in the Probate Office of Shelby County, Alabama.

Property Address: 1001 Fairbanks Lane, Chelsea, AL 35043

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7/9/2020 03:04:17 PM

ALTA Commitment - 2006
(7/10/2010-051 NET-25-AL CMTC 06)



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/09/2020 03:04:17 PM
\$37.00 CHARITY
20200709000285670

Allen S. Bayl