

Prepared by and Return to:  
FirstBank  
318 Seaboard Lane, Suite 202  
Franklin, Tennessee 37067

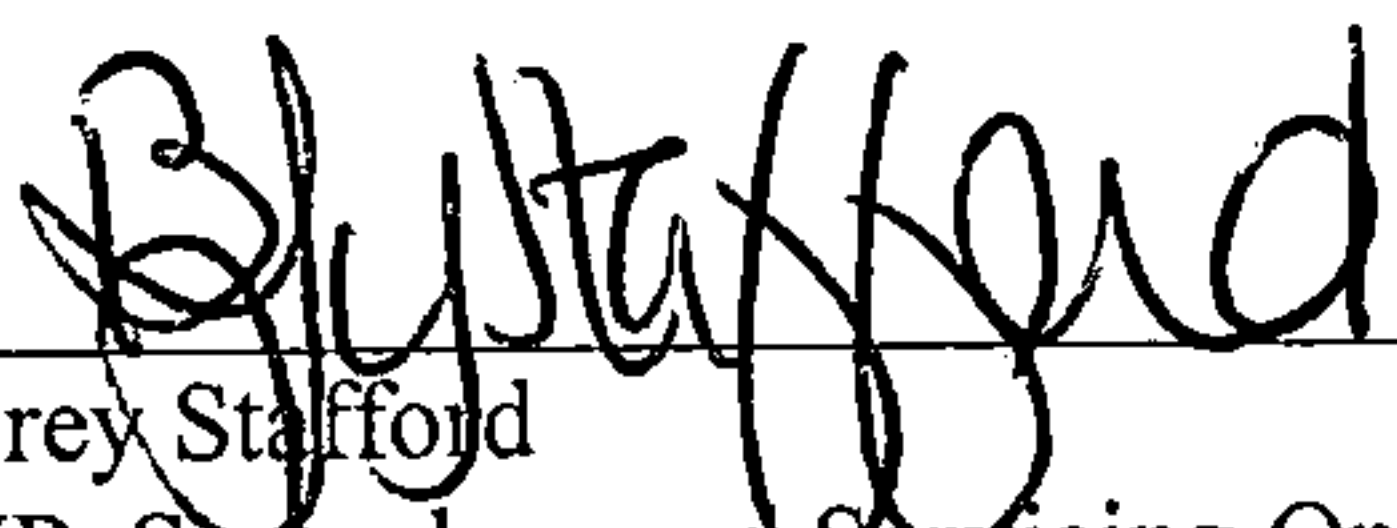
20210922000462680 1/3 \$29.00  
Shelby Cnty Judge of Probate, AL  
09/22/2021 11:54:24 AM FILED/CERT

**SCRIVENER'S AFFIDAVIT-DEED OF TRUST or MORTGAGE**

STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

COMES NOW, I, **Brey Stafford**, hereinafter referred to as Vice President, Secondary and Servicing Operations Manager of FirstBank on this 7 day of September, **2021** after first being duly sworn according to law, does state the following as true and correct to the best of my knowledge, information and belief:

1. The Affiant prepared a Deed of Trust or Mortgage dated **12/11/2015** and recorded **Instrument # 20151221000433110**, Register's Office for **Shelby County, AL**, between **Charles Ferino Jr, Nancy J Ferino** (Grantor) and **FirstBank** (Grantees).
2. That the above-mentioned Deed of Trust or Mortgage was recorded with a clerical error which was that the **Planned Unit Development Rider** indicated by the check mark box on page 1 was not recorded with the mortgage.
3. Now therefore, I, Brey Stafford, do attest and affirm that this affidavit is produced for the purpose of amending the original Deed of Trust or Mortgage correcting the error by adding the **signed Planned Unit Development Rider to the mortgage**.
4. In Witness Whereof, I have hereunto set my signature, on this the 7th day of September, **2021**.

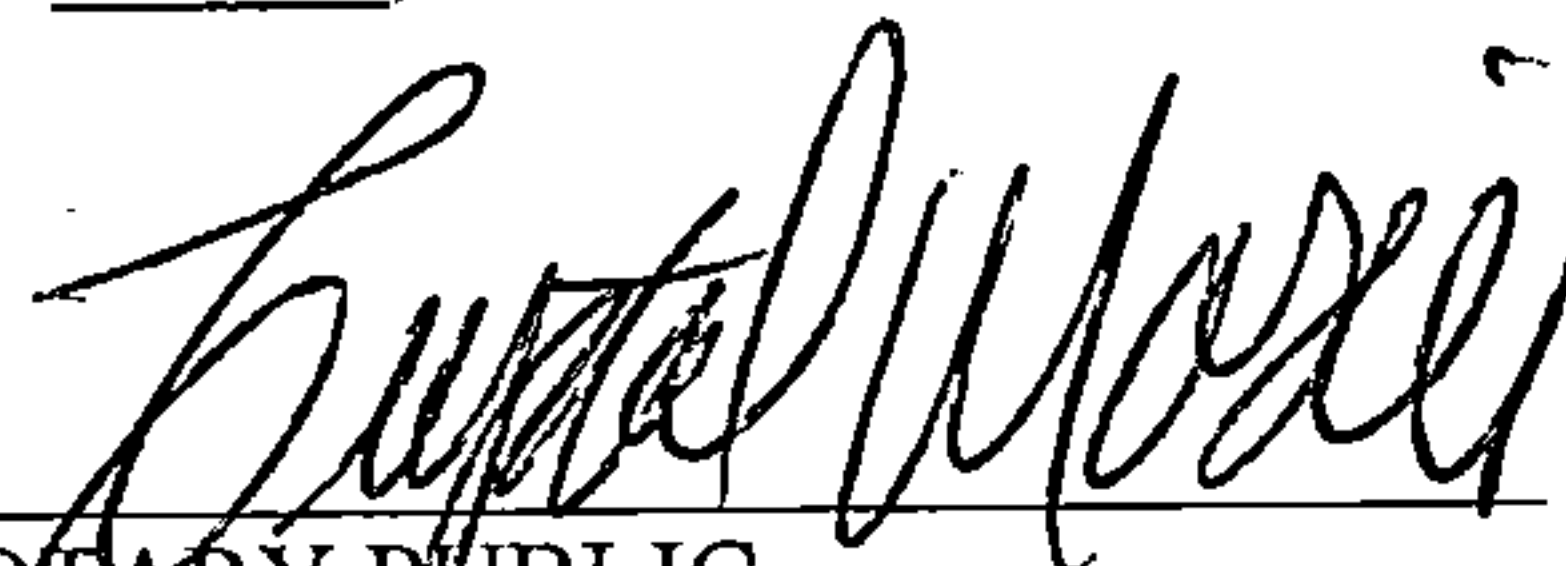
  
Brey Stafford  
VP, Secondary and Servicing Operations Manager

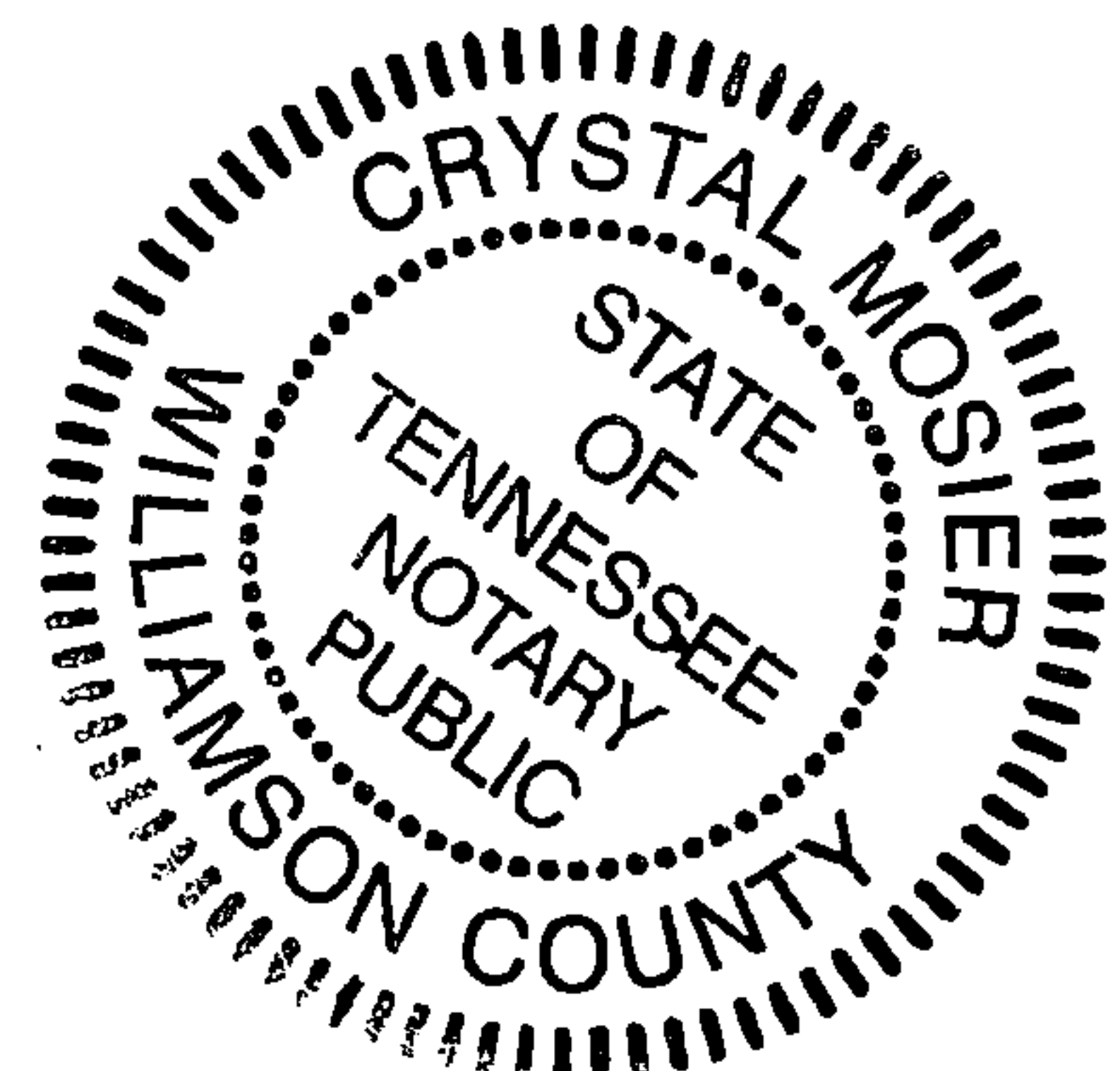
State of **TENNESSEE**  
County of **WILLIAMSON**

Personally appeared before me, the undersigned authority, a Notary Public for said county and State, **Brey Stafford** the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

Witness my hand, at office, on this 7th day of September, **2021**.

My commission expires: 11/27/21

  
NOTARY PUBLIC





20210922000462680 2/3 \$29.00  
Shelby Cnty Judge of Probate, AL  
09/22/2021 11:54:24 AM FILED/CERT

LOAN #: 651-0067950  
MIN: 1009553-1000066353-0

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 11th day of December, 2015 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 FirstBank

(the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at: 7400 Wyndham Pkwy, Helena, AL 35080.

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 COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration").  
The Property is a part of a planned unit development known as Wyndham

(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 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 "Constituent 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.

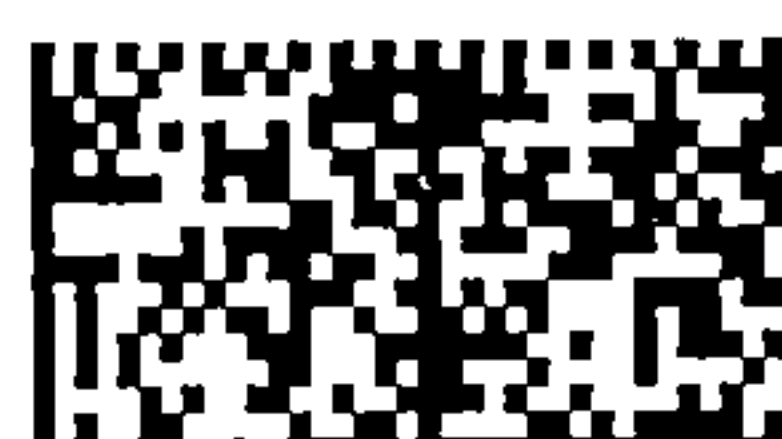
What Lender requires as a condition of this waiver can change during the term of the loan.

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.

Initials: 







20210922000462680 3/3 \$29.00  
Shelby Cnty Judge of Probate, AL  
09/22/2021 11:54:24 AM FILED/CERT

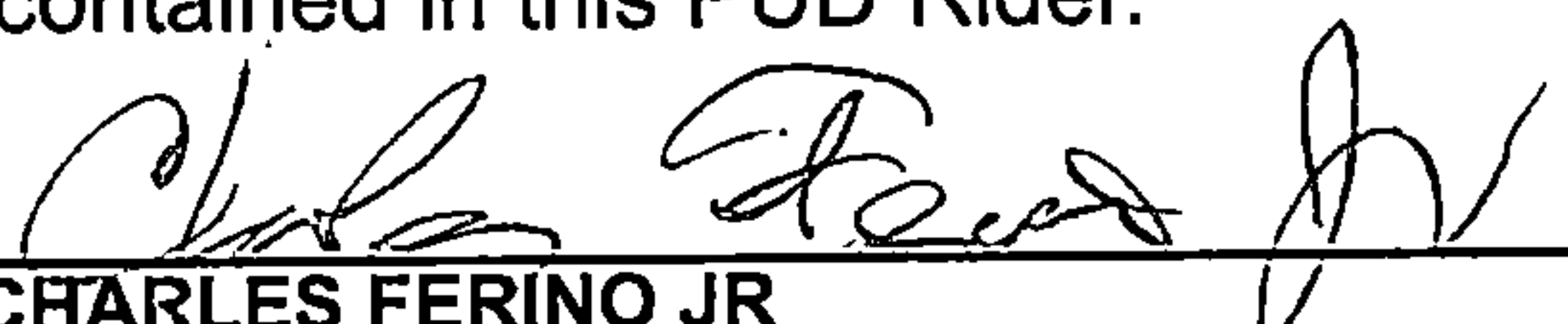
LOAN #: 651-0067950

**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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

  
CHARLES FERINO JR. 4/27/2021 (Seal)  
DATE

  
NANCY J FERINO 4/27/2021 (Seal)  
DATE

