

AFFIDAVIT

APN#14-9-31-0-000-001.039

Prepared by and Return to:

Progress Bank & Trust

201 Williams Ave

Huntsville, AL 35801

Attn: Rachael Savage

Loan# 99618415

Property Address: 138 Windsor Lane Pelham, AL 35124

Date Prepared: 12/02/2021

State of Alabama

County of Shelby



20211206000580500 1/4 \$31.00
Shelby Cnty Judge of Probate, AL
12/06/2021 12:56:54 PM FILED/CERT

Before me, **Brandy Campbell, A Notary Public**, on the 2nd day of December **2021** appeared the undersigned **Alecia Page, Vice President** who being duly sworn deposes and states under oath as follows:

1. I am over the age of 18 and suffer no legal disabilities. I am an officer of Progress Bank & Trust. I have personal knowledge of the facts contained here in and they are true and correct.
2. The firm of **Progress Bank & Trust** Grantee closed a transaction for Grantor Frances Robertson. As part of the closing a mortgage was recorded with the **Planned Unit Development Rider missing on document recorded at document number 20201211000568810 Book NA & Page NA on December 11, 2020 in Shelby County, AL**
3. This affidavit is made to add the Planned Unit Development Rider and to serve as notice to all subsequent purchasers, attorneys and title insurance companies of the a forementioned and may be relied upon.
4. *****SEE LEGAL DESCRIPTION ATTACHED*****

Brandy Campbell
Notary Public

My Commission expires January 15, 2024

Progress Bank & Trust

Alecia Page

Vice President

EXHIBIT A

Lot 1304, according to the Survey of Weatherly, Wixford Forest, Sector 13 as recorded in Map Book 21, page 67, in the Probate Office of Shelby County, Alabama.



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LOAN #: 99618415
MIN: 1006650-0000020515-7

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 7th day of December, 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 Progress Bank & Trust

(the "Lender")
of the same date and covering the Property described in the Security Instrument and located at: 138 Windsor Lane, Pelham, AL 35124.

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 Weatherly

(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: 



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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.

Frances M. Robertson
FRANCES M ROBERTSON

11-29-2021 (Seal)
DATE

MULTISTATE PUD RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01
Ellie Mae, Inc. Page 2 of 2

Initials: *JR*

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F3150RLU (CLS)



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