

Prepared By/Return To:
Cornerstone Home Lending
1177 West Loop South Suite 700
Houston, TX 77027
Attn: Finalization Dept.
Loan # 180011546

SCRIVENER'S AFFIDAVIT
Deed of Trust/Mortgage

GRANTOR: BENJAMIN WILLIAM AUER AND ABIGAIL CHRISTIANA AUER

GRANTEE: CORNERSTONE HOME LENDING, a division of Cornerstone Capital Bank, SSB.

I, GLYNIS ORR, an employee of Cornerstone Home Lending, a division of Cornerstone Capital Bank, SSB having personal knowledge of the facts herein stated, under oath deposes and say as follows:

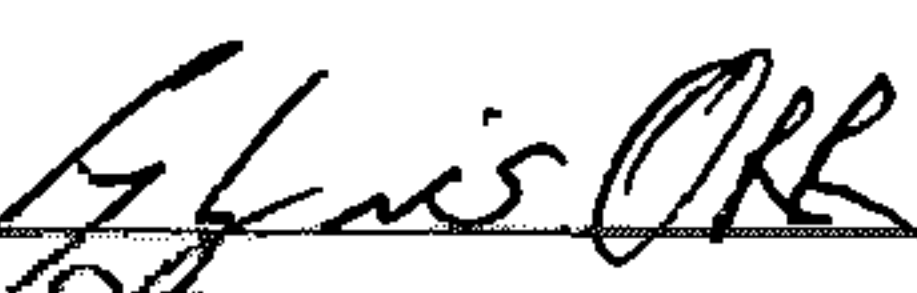
1. A Deed of Trust/Mortgage with a date of 5/5/2025 and recorded 5/6/2025, Instrument # 20250506000135130, recorded in SHELBY County, ALABAMA.
2. The Planned Unit Development Rider was omitted in error.
3. This affidavit is being recorded to add the Planned Unit Development Rider and is made a part of said Mortgage recorded 5/6/2025, Instrument # 20250506000135130.

The Planned Unit Development Rider is attached to this affidavit and is made a part of said Mortgage

Legal Description:

Lot 23, according to the Survey of Meadowbrook Fourth Sector, as recorded in Map Book 7, page 67, in the Probate Office of Shelby County, Alabama.

Sworn and subscribed this 21ST day of MAY 2025.




Glynis Orr
Finalization Dept.
Cornerstone Home Lending
a division of Cornerstone Capital Bank, SSB

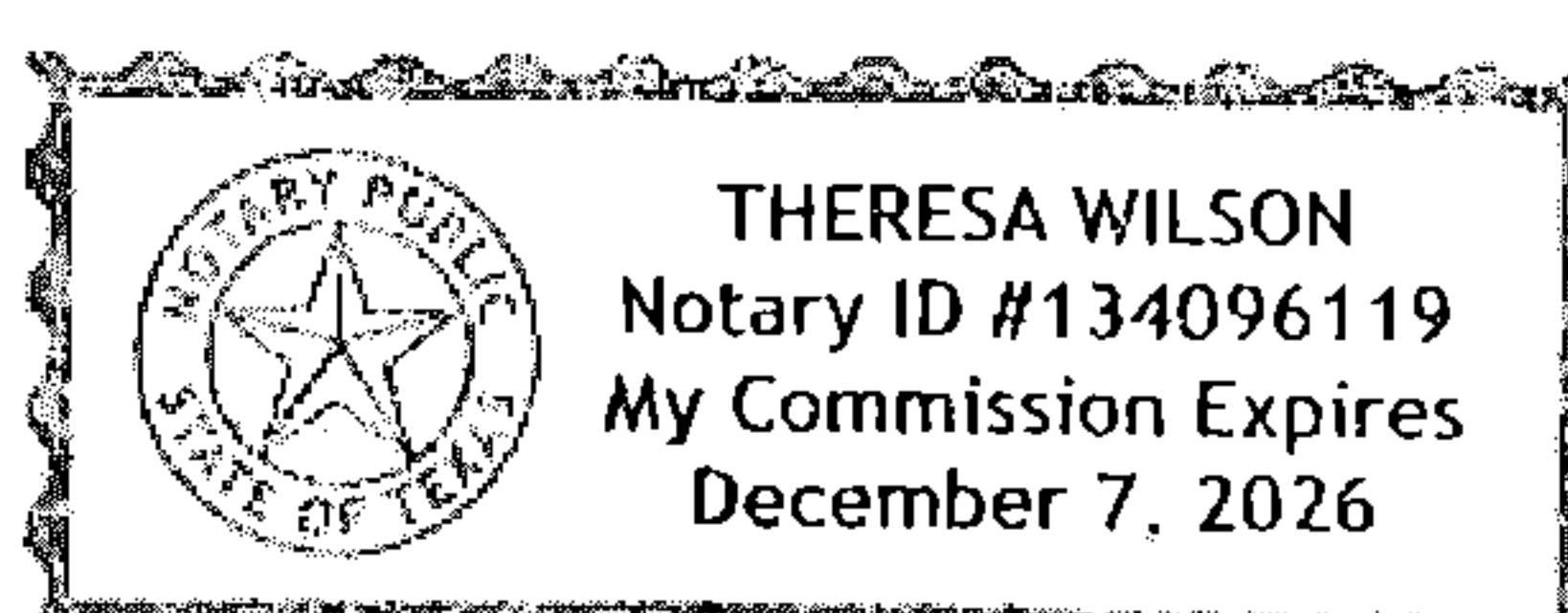
STATE OF TEXAS
COUNTY OF HARRIS

On the 21ST day of MAY 2025, before me, a Notary Public, personally appeared Glynis Orr, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Given under my hand and seal of office this 21ST day of MAY 2025.



Notary Public: Theresa Wilson
Notary ID: 134096119
Expiration Date: 12/07/2026



PLANNED UNIT DEVELOPMENT RIDER

AUER

Loan #: 180011546

MIN: 100177001800115464

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **5th** day of **May**, **2025**, and is incorporated into and amends and supplements the Mortgage, Mortgage Deed, 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 **CORNERSTONE HOME LENDING, a division of Cornerstone Capital Bank, SSB**, (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3149 Woodbridge Dr, Birmingham, AL 35242

[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

MEADOWBROOK FOURTH SECTOR

[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 representations, warranties, covenants, and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower will perform all of Borrower's obligations under

MULTISTATE PUD RIDER- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

EX 25439.6

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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 will 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, winds, and floods, for which Lender requires insurance, then (i) Lender waives the provision in Section 3 for the portion of the Periodic Payment made to Lender consisting 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 will 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 will be paid to Lender. Lender will 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 will take such actions as may be reasonable to insure 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 will be paid to Lender. Such proceeds will be applied by Lender to the sums secured by the Security Instrument as provided in Section 12.

E. Lender's Prior Consent. Borrower will 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 unless 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.

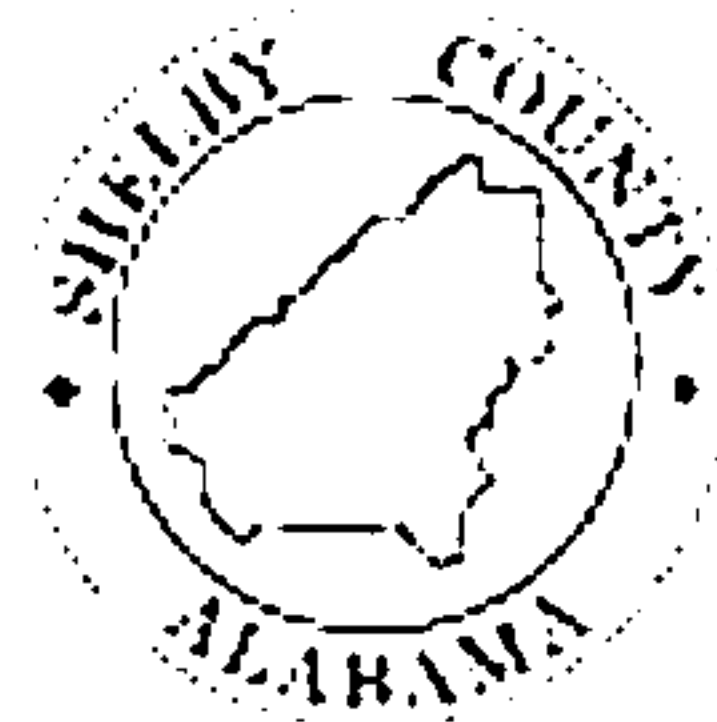
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F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F will become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts will bear interest from the date of disbursement at the Note rate and will 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.

Benjamin William Auer
- BORROWER - BENJAMIN WILLIAM AUER

Abigail Christiana Auer
- BORROWER - ABIGAIL CHRISTIANA AUER



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/07/2025 10:28:40 AM
\$31.00 JOANN
20250707000203690

Allie S. Bayl

MULTISTATE PUD RIDER- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

☒ 25439.6

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