



GUARANTEED OWNER FINANCING HIGHLIGHTS

- *20% non-refundable earnest money payment
- *the Balance is amortized for 20 years at 6% APR to produce a monthly payment of Principal and Interest (P&I)
- *In the next month following the closing, the buyer begins making 23 consecutive monthly payments of P&I
- *a balloon payment is due on the 24th month
- * no construction or dirt-moving of any type is permitted until the mortgagee (seller) is paid in full
- * mowing or foliage elimination is allowed but no tree removal while owner financing is in place.
 - No penalty for prepayment

Granger, Thagard & Associates, Inc.

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ADDENDUM TO COUNTY DOWNS AUCTION LOT CONTRACT

Purchaser agrees to indemnify and hold harmless Seller from any and all costs, damages, claims and expenses (including reasonable attorney fees) resulting from the violation of any NPDES permit issued to Seller or any NPDES law or regulation (collectively, "NPDES Requirements") resulting from any grading, construction, or other work performed on the Property after the Closing. To secure Purchaser's compliance with the NPDES Requirements, Purchaser shall deposit with Seller at Closing the sum of \$1,000.00 (the "Erosion Security Deposit"). Seller shall provide notice to Purchaser of any notification of an NPDES Requirement violation received by Seller. In the event Purchaser does not cure the violation and pay and reimburse all costs to Seller associated with said violation within five (5) days of the date of the notice, Seller may cure the violation and deduct from the Erosion Security Deposit the costs associated with the violation and its cure. Any balance remaining in the Erosion Security Deposit shall be remitted to Purchaser upon Purchaser's delivering to Seller (i) a certificate of occupancy for the improvements constructed on the Property, and (ii) evidence and other assurances, acceptable to Seller, that the sodding, landscaping and other permanent erosion control measures on the Property are sufficient to avoid a future NPDES Requirements violation. Neither the depletion nor the return of any portion of the Erosion Security Deposit shall relieve Purchaser of its indemnity under this Section. Purchaser covenants with Seller that Purchaser will implement and comply with the following erosion control practices.

Erosion Control Practices for Home Construction

Rain washes pollutants from home construction sites which contaminate streams and rivers. The pollutants include silt, oil, automobile fluids, paint, construction debris, yard waste, pesticides and litter. To help control runoff Erosion Prevention is required at each construction site. **The following is a list of procedures which must be implemented during construction of houses on residential lots.**

1. Install check dams, silt fence, and diversion dikes before clearing operations.
2. Provide and maintain during the entire construction period gravel construction entrance road.
3. After clearing and upon completion of construction provide temporary seeding or mulch.
4. Stockpiles of soil shall be covered with secure plastic sheeting or tarps.
5. Provide and enforce use of waste containers for litter.
6. Portable restrooms shall not be placed on street right-of-way or adjacent to inlets.
7. Inspect and repair silt fence and other erosion control measures after every rain and at least weekly.
8. Do not perform maintenance or vehicles on the construction site.
9. Contact the City of Montgomery Engineering Department (241-2910) for Erosion Control Measures.
10. Clean up any material which has washed onto the City Street.

THE OWNER IS, IN ANY EVENT, RESPONSIBLE FOR COMPLYING WITH ANY AND ALL GOVERNMENTAL CONDITIONS AND REQUIREMENTS APPLICABLE TO CONSTRUCTION WORK ON THE PROPERTY, INCLUDING ANY NPDES PERMIT REQUIREMENTS.

Seller Initials

Purchaser Initials

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, _____ is/are justly indebted to **FHM COMPANY, LLLP**, an Alabama limited liability limited partnership, formerly FHM Company, Ltd., an Alabama limited partnership ("Mortgagee"), in the principal sum of _____ DOLLARS (\$ _____), with interest thereon at the rate of six percent (6.0%) per annum, as evidenced by that promissory note bearing even date herewith and having a final maturity date of _____.

NOW, in order to secure the prompt payment of said note, when due, the said _____ ("Mortgagor"), for and in consideration of the premises, and other good and valuable consideration to the undersigned this day in hand paid by the said Mortgagee, the receipt and sufficiency whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to the said Mortgagee, Mortgagee's successors and assigns, the following described real estate (the "Property") lying and being situated in Montgomery County, State of Alabama, to-wit:

Lot ___, Block "___", according to the Map of County Downs Plat No. 19, as said Map appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 51, at Page 29.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the said Mortgagee, Mortgagee's successors and assigns, FOREVER.

The proceeds of the promissory note secured by this mortgage are being applied to Mortgagor's purchase of the above-described property. Therefore, this is a purchase money mortgage.

And said Mortgagor does hereby covenant with the said Mortgagee, Mortgagee's successors and assigns, that Mortgagor is lawfully seized in fee of the Property; that they are free of and from all encumbrances; and that Mortgagor will warrant and forever defend the same against the lawful claims and demands of all persons.

BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS, NEVERTHELESS, that is to say: If Mortgagor shall well and truly pay, or cause to be paid, the said note, and each and every installment thereof, and interest thereon, when due, then this conveyance shall become null and void. But should Mortgagor fail to pay said note, or any installment thereof when due, or should Mortgagor violate the terms of this Mortgage, then all of said indebtedness shall at Mortgagee's option become due and payable at once, whereupon the said Mortgagee, Mortgagee's successors, assigns, personal representatives, agents or attorneys, are hereby authorized and empowered to sell the Property hereby conveyed at auction for cash, at the Montgomery County Court House Door, in the City of Montgomery, Alabama, first having given notice thereof for three (3) weeks by publication in any newspaper then published in said County, and execute proper conveyance to the purchaser, and out of the proceeds of said sale the Mortgagee

shall first pay all expenses incident thereto, together with a reasonable attorney's fee, then retain enough to pay said note and interest thereon, and any sums advanced by Mortgagee for delinquent taxes, assessments or insurance premiums, and the balance, if any, pay over to the Mortgagor or any other party entitled thereto. In the event of a balance, Mortgagee shall have the right to installment said balance into a trust of competent jurisdiction and to receive from said

shall first pay all expenses incident thereto, together with a reasonable attorney's fee, then retain enough to pay said note and interest thereon, and any sums advanced by Mortgagee for delinquent taxes, assessments or insurance premiums, and the balance, if any, pay over to the Mortgagor or any other party entitled thereto. In the event of a balance, Mortgagee shall have the right to interplead said balance into a court of competent jurisdiction and to recoup from said funds its costs in instituting said interpleader, and upon remitting the funds to said court, Mortgagee shall be released from any obligation or liability for the disbursement of said funds.

In the event of such sale, the said Mortgagee, Mortgagee's successors, assigns, personal representatives, agents or attorneys are hereby authorized and empowered to purchase the said property the same as if they were strangers to the conveyance, and the auctioneer or person making the sale is hereby empowered and directed to make and execute a deed to the purchaser in the name of the Mortgagor.

And it is also agreed that in case the Mortgagee, Mortgagee's successors, assigns or personal representatives, see fit to foreclose this mortgage in a court having jurisdiction thereof, Mortgagor will pay a reasonable attorney's fee therefor, which fee shall be and constitute a part of the debt hereby secured.

Mortgagor further specially waives all exemptions which Mortgagor now or hereinafter may be entitled to under the Constitution and Laws of the State of Alabama in regard to the collection of the above debt.

Mortgagor further agrees not to commit waste on the Property, to keep said property clean mowed and otherwise in good condition and repair.

Mortgagor further agrees not to undertake the construction of any buildings or other improvements on the Property without the prior written consent of Mortgagee.

Mortgagor further agrees to pay all taxes and assessments, general or special, levied upon the mortgaged premises, before the same shall become delinquent.

Failure to pay all such taxes and assessments before the same become delinquent shall constitute default in the terms of this mortgage; and, in such event the Mortgagee may, at Mortgagee's option and without notice, pay such delinquent taxes or assessments, add same to the principal of the mortgage indebtedness, declare the mortgage in default, and proceed at Mortgagee's option to foreclose the same just as if default had been made in payment of the whole debt hereby secured.

This mortgage shall become due and payable at the option of Mortgagee if Mortgagor shall convey the Property, or any interest therein (whether by deed, lease, mortgage, option or otherwise), if a certificate of judgment against Mortgagor be filed and thereby constitute a lien upon the Property or if the title thereto shall become vested in any other party or if Mortgagor shall, without Mortgagee's prior written consent, undertake the construction of any buildings or other improvements on the Property.

IN TESTIMONY WHEREOF, the Mortgagors _____ hereunto set _____ hands and affixed _____ seals this the _____ day of _____, 2018.

(L.S.)

(L.S.)

STATE OF ALABAMA
COUNTY OF MONTGOMERY

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that _____ whose names _____ signed to the foregoing document _____ known to

STATE OF ALABAMA
COUNTY OF MONTGOMERY

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that _____, whose names _____ signed to the foregoing document _____ known to me, acknowledged before me on this day that, being informed of the contents of said instrument, _____ executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the _____ day of _____, 2018.

NOTARY PUBLIC

My commission expires: _____

(S E A L)

THIS DOCUMENT WAS PREPARED BY:

Capell & Howard, P.C.
150 South Perry Street (36104)
Post Office Box 2069 (36102-2069)
Montgomery, Alabama
201104824-6846-6275.v1

PROMISSORY NOTE

\$ _____

Montgomery, Alabama
_____, 2018

FOR VALUE RECEIVED, the undersigned, jointly and severally, hereby promise to pay to the order of **FHM COMPANY, LLLP**, an Alabama limited liability company, at 4267 Lomac Street, Montgomery, Alabama 36106 the sum of _____ and No/100 DOLLARS (\$ _____), with interest thereon from date until paid at the rate of six percent (6.0%) per annum, principal and interest being payable in lawful money of the United States of America in the manner and at the time following, to-wit:

Twenty-three consecutive monthly installments of \$ _____ each [**20 year amortization of principal and interest**], commencing _____ 1, 2018 and continuing through _____ 1, 2020; and a final payment of all outstanding principal and interest on _____, 2020.

THE FINAL INSTALLMENT DUE UNDER THIS PROMISSORY NOTE IS FOR ALL OUTSTANDING PRINCIPAL AND INTEREST AND, UNLESS THERE IS SUBSTANTIAL PREPAYMENT, SAID FINAL INSTALLMENT WILL BE MATERIALLY MORE THAN ANY PREVIOUS INSTALLMENTS. THIS TYPE OF INDEBTEDNESS IS OFTEN REFERRED TO AS A "BALLOON NOTE."

The makers reserve the right to prepay this indebtedness at any time, without notice or penalty, in whole or in part, and interest on the amount so prepaid shall abate as of the date of prepayment.

The makers hereof agree that each of said installments when paid shall be applied by the holder hereof, first, so much thereof as shall be required to the payment of interest accrued, as above specified, and the balance thereof to the payment of said principal sum.

The makers hereof agree that in case default be made in the payment of any of said installments, or in case of the violation of any of the terms and agreements contained in the mortgage of even date herewith securing this note, which default or violation remains uncured five (5) days after written notice thereof to makers, then the entire unpaid balance of the principal sum due hereon, together with interest that shall have accrued thereon, shall, at the option of the holder of this note, become immediately due and payable. A failure to exercise said option at any time a default is made shall not be construed as a waiver to exercise said option in any subsequent default.

The makers hereof do hereby waive the benefit of all laws exempting personal property from levy and sale and chooses in action from attachment and garnishment, and further agree to pay a reasonable attorney's fee, in the event that this note or any part thereof is put in the hands of attorneys for collection.

Secured by mortgage of even date herewith. The credit evidenced by this promissory note is being used to finance the undersigned's purchase of the real estate encumbered by said mortgage.

CAUTION: IT IS VERY IMPORTANT THAT YOU THOROUGHLY READ THIS INSTRUMENT BEFORE YOU SIGN IT.