

20140714000213390 1/6 \$30.00
 Shelby Cnty Judge of Probate, AL
 07/14/2014 01:35:57 PM FILED/CERT

Recording Requested By:
 Ocwen Loan Servicing, LLC

Prepared by:
~~When Recorded Return to:~~
Jaylynn Bolin
 Ocwen Loan Servicing, LLC
 Attention: Loss Mitigation
 3700 J Street SW
 Suite 555
 Cedar Rapids, IA 52404

When Recorded Return To:
 Indecomm Global Services
 2925 Country Drive
 St. Paul, MN 55117

79452748

Loan Number: **0602784096**

FHA Case No. **FR_116893221703**

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SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **June 17, 2014**. The Mortgagor is JO PAUL CATES ~~NETTIE L DUDLEY~~, whose address is **105 CAMDEN CIRCLE ALABASTER AL 35007** ("Borrower"). This Security is given to the Secretary of Housing and Urban Development, whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of **TWO THOUSAND ONE HUNDRED THIRTY NINE DOLLARS AND FORTY CENTS (U.S. \$2,139.40)**. This debt is evidenced by Borrower's note dated the same date as this Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on **June 01, 2044**. This Security Instrument secures Lender: (a) the repayment of all the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums with interest advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with power of sale the following described property located in **SHELBY County, AL**:

See attached Legal Description

** an un married man*
** * an un married woman*

Which has the address of 105 CAMDEN CIRCLE ALABASTER AL 35007 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal. Borrower shall pay when due the principal of the debt evidenced by the Note.
2. Borrower Not Released: Forbearance By Lender Not a Waiver. Extension of the time of payment of the sum secured by this Security Instrument granted by Lender to any successor in the interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in the interest. Lender shall not be required to commence proceedings against any successors in the interest or refuse to extend time for payment of otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in the interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
3. Successors and Assigns Bound; Joint and Several Liability: Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sum secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument of the Note without that Borrower's consent.
4. Notices. Any notices to Borrower provided for in this Security Instrument shall be given by delivering it by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 20410 or any address Lender designates by notice to Borrower or Lender when given as provided in this paragraph.
5. Governing Law: Severability. This Security Instrument shall be governed by Federal Law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
6. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

NON UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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7. Acceleration: Remedies.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under the Paragraph 7 of the Subordinate Note, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph or applicable law.

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BY SIGNING, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witness

Signature Eric Dudley

Print Eric Dudley

Signature Celia Barr

Print Celia Barr

Witness

Signature Eric Dudley

Print Eric Dudley

Signature Celia Barr

Print Celia Barr

Witness

Signature _____

Print _____

Signature _____

Print _____

Witness

Signature _____

Print _____

Signature _____

Print _____

Jo Paul Cates
JO PAUL CATES
Borrower

Nettie L. Dudley
NETTIE L DUDLEY
Borrower

(Seal)
Borrower

(Seal)
Borrower



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BORROWER ACKNOWLEDGMENT

State of Alabama
County of Shelby

On this 26 day of June, 2014, before me, the undersigned, a Notary Public in and for said county and state, personally appeared JO PAUL CATES NETTIE L DUDLEY, personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.



David L. Fath
Notary Public
My Commission Expires 6.3.15



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EXHIBIT "A"

Lot 34, according to the Survey of Sterling Gate, Sector 1, as recorded in Map Book 19, Page 90, in the
Probate Office of Shelby County, Alabama.

Parcel # 232033 602034000

Source of Title

Instrument # 20100804000248090



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