

20200309000091260
03/09/2020 10:19:06 AM
MORT 1/6

(Space above reserved for Recorder of Security Instruments certification)

Loan Number: 1-3361088

Title of Document: Partial Claim Mortgage

Date of Document: JANUARY 28, 2020

Grantor(s): EMILY JO HURST, A MARRIED WOMAN

Grantor(s) Mailing Address: 612 MERIWEATHER DRIVE
CALERA, ALABAMA 35040

Grantee(s): Centralized Servicing Center-USDA, Rural Development

Grantee(s) Mailing Address: 4300 Goodfellow Blvd, Bldg. 105E, FC-255 St. Louis,
MO 63120-1703

Legal Description:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N.: 28 4 20 1 001 016.060

Deed Date: 08/29/2013

The Grantor is: RICK MARTIN, A SINGLE INDIVIDUAL

Date Recorded: 09/04/2013 INSTRUMENT NO. 20130904000359710

Prepared by: Wendy Powers (866)695-4122 Ext 2892.
PennyMac Loan Services LLC (866)545-9070
Address: 6101 Condor Drive
Moorpark, CA 93021

*(If there is not sufficient space on this page for the information required,
state the page reference where it is contained within the document.)*

After Recording Return To:
PENNYMAC LOAN SERVICES LLC
6101 CONDOR DRIVE
MOORPARK, CALIFORNIA 93021
Loan Number: 1-3361088

_____[Space Above This Line For Recording Data]_____

PARTIAL CLAIM MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on JANUARY 28, 2020 .
The Mortgagor is EMILY JO HURST, A MARRIED WOMAN

whose address is 612 MERIWEATHER DRIVE, CALERA, ALABAMA 35040

("Borrower"). This Security Instrument is given to USDA, and whose address is 4300 Goodfellow Blvd., Bldg. 105E, FC-255, St. Louis, MO 63120-1703 ("Lender"). Borrower owes Lender the principal sum of TWENTY-SIX THOUSAND TWO HUNDRED SEVENTY-NINE AND 96/100 Dollars

(U.S. \$26,279.96). This debt is evidenced by Borrower's note dated the same date as this Security

Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on FEBRUARY 1, 2050 . This Security Instrument secures to Lender: (a) therepayment of the debt

evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, 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 the power of sale the following described property located in SHELBY County, ALABAMA :

[State]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N.: 28 4 20 1 001 016.060

which has the address of

612 MERIWEATHER DRIVE
[Street]

CALERA
[City],

ALABAMA
[State]

35040
[Zip Code],

("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 sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or 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 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 sums 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 or the Note without that Borrower's consent.
4. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or 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: Centralized Servicing Center - USDA, Rural Development, 4300 Goodfellow Blvd., Bldg. 105E, FC-255, St. Louis, MO 63120-1703 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given 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

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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 the 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:

7. Acceleration; Remedies.

If the Lender's interest in this Security Instrument is held by USDA and USDA requires immediate payment in full under Paragraph 4 of the Subordinate Note, USDA may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive USDA of any rights otherwise available to a Lender under this paragraph or applicable law.

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

 (Seal)
EMILY JO HURST -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Witness



Witness



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_____[Space Below This Line For Acknowledgment]_____

State of ALABAMA)

County of Shelby)

I, Adam W. Holmes (name of officer),

a Notary Public in and for said State at Large, hereby certify that _____

EMILY JO HURST

whose name is signed to the foregoing modification

_____ (document title or description),

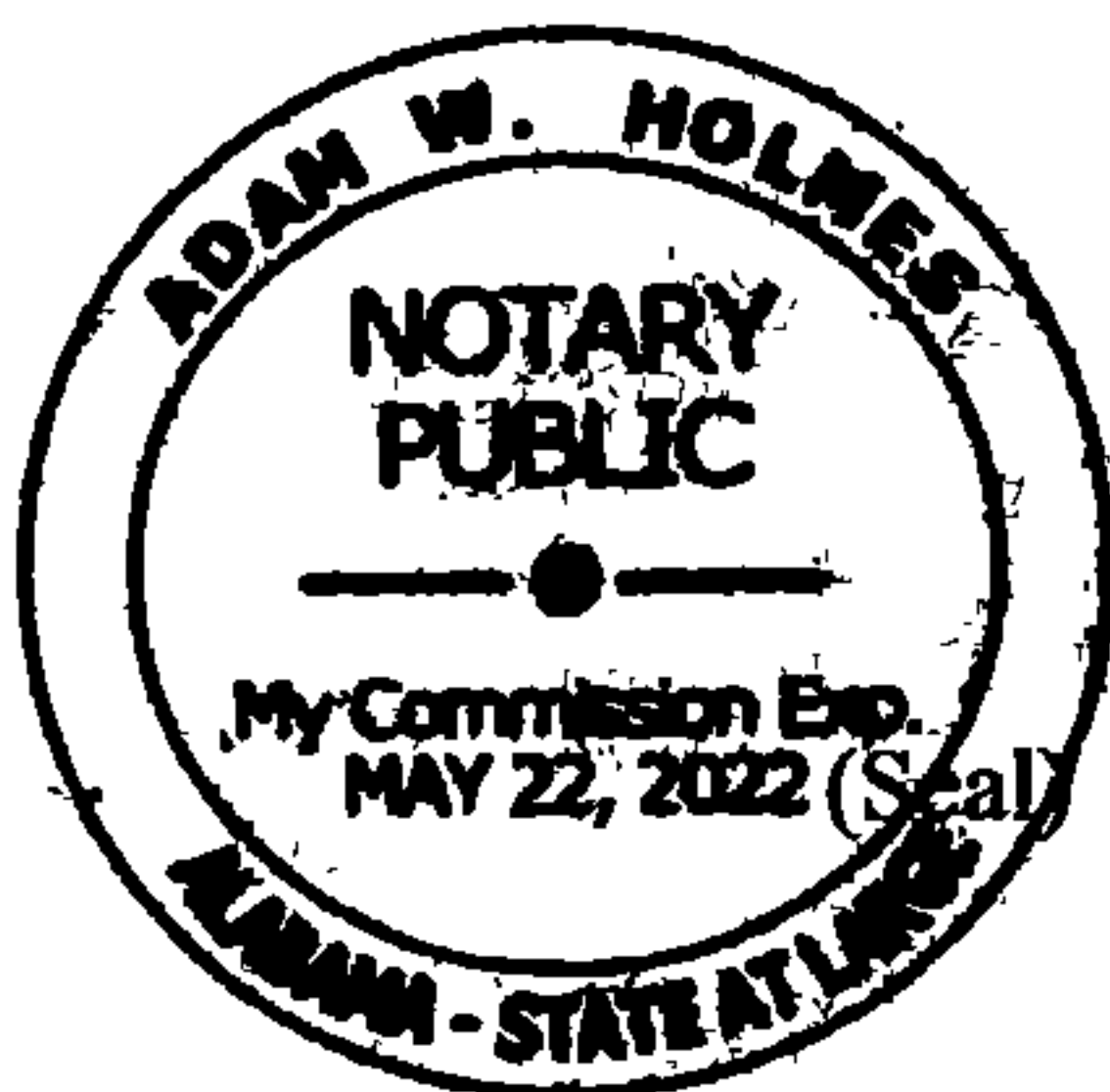
and who is known to me, acknowledged before me on this day that, being informed of the contents of the

modification

_____ (document title or description),

he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of February 2020.



Adam W. Holmes
Notary Public

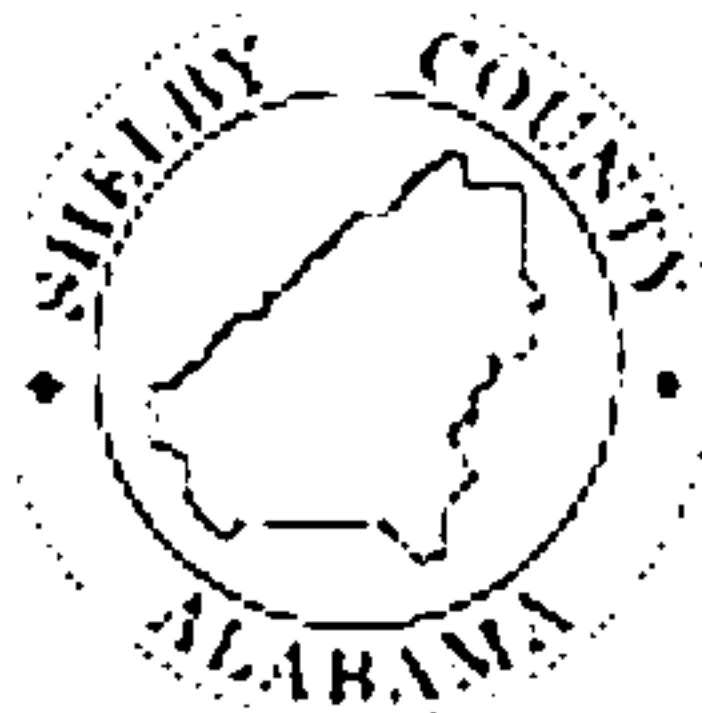
My commission expires: 05-22-2022

This Instrument Was Prepared By:

DM

Exhibit A

LOT 73, ACCORDING TO THE SURVEY OF MERIWEATHER, SECTOR 3, AS RECORDED IN MAP
BOOK 26, PAGE 103, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALBAMA



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/09/2020 10:19:06 AM
\$38.00 CHERRY
20200309000091260

Allen S. Bayal