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MORT 1/8

This Document Prepared By:  
**S JOSEPH ARRIAGA**  
**PLANET HOME LENDING, LLC**  
**321 RESEARCH PARKWAY, SUITE 303**  
**MERIDEN, CT 06450**  
**(855) 884-2250**  
**NMLS# 17022**

When Recorded Mail To:  
**PLANET HOME LENDING, LLC**  
**321 RESEARCH PARKWAY, SUITE 303**  
**MERIDEN, CT 06450**

**Source of Title: INSTRUMENT NO. 20190204000034920**  
**Tax/Parcel #: 109300002001001**

\_\_\_\_\_ [Space Above This Line for Recording Data] \_\_\_\_\_

**FHA Case No.: 011-9246117**  
**Loan No: 8103004079**

## **PARTIAL CLAIMS MORTGAGE**

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **SEPTEMBER 29, 2021**. The mortgagor is **JONATHAN C. DAVIDSON, SINGLE MAN** ("Borrower"), whose address is **5050 BEABOUT DR, BIRMINGHAM, ALABAMA 35244**. This Security Instrument 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 **THIRTY-SEVEN THOUSAND FOUR HUNDRED TWENTY-SIX DOLLARS AND 73 CENTS** Dollars (U.S. **\$37,426.73**). 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 **DECEMBER 1, 2049**.

This Security Instrument secures to Lender: (a) the repayment 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 power of sale, the following described property located in the COUNTY of **SHELBY**, State of **ALABAMA**:

which has the address of , **5050 BEABOUT DR, BIRMINGHAM, ALABAMA 35244** (herein "Property Address");

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

Tax Parcel No. **109300002001001**

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 seised 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 encumbrances of 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.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**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: 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. 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 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.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower notice of sale in the manner provided in Section 4. Lender shall publish a notice of sale and shall sell the Property at the time and place and under the terms specified in the notice of sale. Lender or



its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Subordinate Note, the Secretary may invoke the non-judicial 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 by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to Lender under this paragraph or applicable law.

**8. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs.

**9. Waivers.** Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all right of dower and curtesy in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

 10-15-21  
Borrower: JONATHAN C DAVIDSON Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

**BORROWER ACKNOWLEDGMENT**

The State of ALABAMA )  
Shelby County )

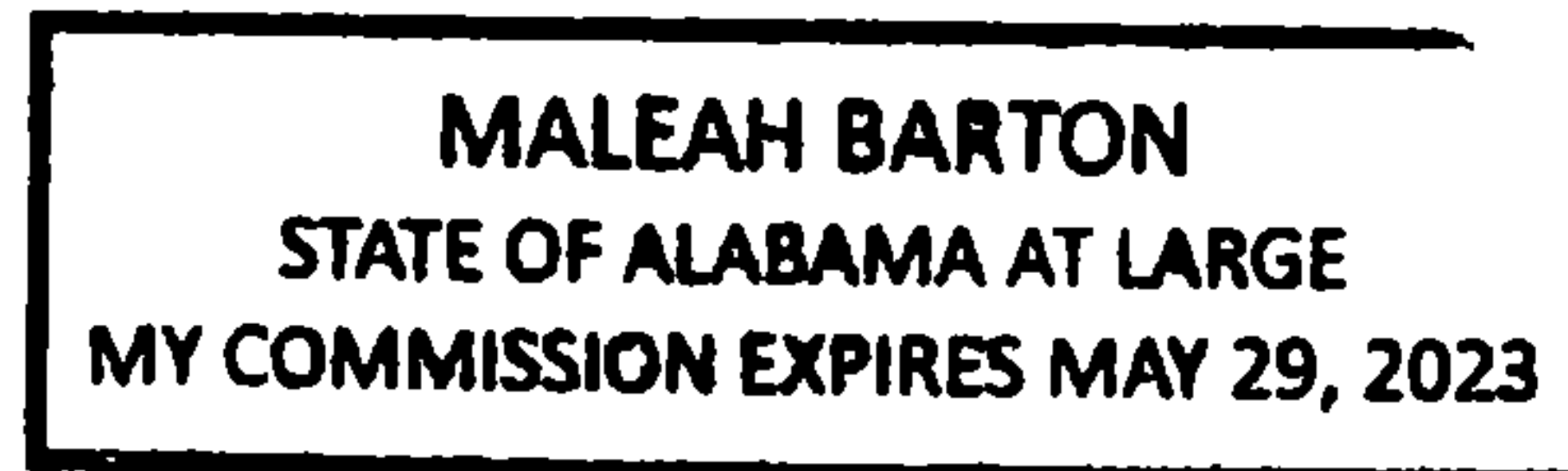
I, a Notary Public, hereby certify that JONATHAN C DAVIDSON, SINGLE whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 15<sup>th</sup> day of October, 2021.

  
Notary Public

Print Name Maleah Barton

My commission expires: 5/29/23



**EXHIBIT A**

**BORROWER(S): JONATHAN C. DAVIDSON, SINGLE MAN**

**LOAN NUMBER: 8103004079**

**LEGAL DESCRIPTION:**

**The land referred to in this document is situated in the CITY OF BIRMINGHAM, COUNTY OF SHELBY, STATE OF ALABAMA, and described as follows:**

**BEGIN AT THE SW CORNER OF THE EAST 1/2 OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 2 WEST, AND RUN NORTH ALONG THE WEST BOUNDARY THEREOF 175.00 FEET; THENCE TURN 92 DEGREES 11 MINUTES RIGHT AND RUN EASTERLY 170.00 FEET; THENCE TURN 87 DEGREES 49 MINUTES RIGHT AND RUN SOUTHERLY 175.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID EAST 1/2 OF EAST 1/2 OF SW 1/4; THENCE 92 DEGREES 11 MINUTES RIGHT AND RUN 170.00 FEET TO THE POINT OF BEGINNING.**

**LESS AND EXCEPT:**

**A PARCEL OF LAND SITUATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 2 WEST; THENCE RUN NORTH 87 DEGREES 42 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION FOR A DISTANCE OF 605.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 87 DEGREES 42 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 60.00 FEET, THENCE RUN NORTH 00 DEGREES 05 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 40.00 FEET; THENCE RUN SOUTH 87 DEGREES 42 MINUTES 56 SECONDS EAST A DISTANCE OF 61.53 FEET; THENCE RUN SOUTH 02 DEGREES 17 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 39.97 FEET TO THE POINT OF BEGINNING.**

**ALSO; AN EASEMENT FOR INGRESS AND EGRESS TO A PUBLIC ROAD (VALLEYDALE ROAD) SAID EASEMENT TO BE OVER AN EXISTING PAVED DRIVE AS PRESENTLY LOCATED, SAID PAVED DRIVE BEING LOCATED WITHIN A PARCEL OF LAND DESCRIBED AS FOLLOWS:**

COMMENCE AT THE SW CORNER OF THE EAST 1/2 OF EAST 1/2 OF THE SW 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN EASTERLY ALONG THE SOUTH BOUNDARY OF SAID 1/4 SECTION 170.00 FEET; THENCE TURN 92 DEGREES 11 MINUTES LEFT AND RUN NORTHERLY 95.00 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE 14 DEGREES 00 MINUTES RIGHT AND 180.00 FEET; THENCE 83 DEGREES 40 MINUTES LEFT AND 40.00 FEET; THENCE 49 DEGREES 00 MINUTES RIGHT AND 55.00 FEET; THENCE 28 DEGREES 40 MINUTES 36 SECONDS RIGHT AND 595.52 FEET; THENCE 3 DEGREES 20 MINUTES 36 SECONDS LEFT AND 58.70 FEET TO THE POINT OF A CURVE TO THE LEFT; SAID CURVE HAVING A CENTRAL ANGLE OF 47 DEGREES 02 MINUTES AND RADIUS OF 227.50 FEET, THENCE RUN ALONG SAID CURVE 186.75 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF VALLEYDALE ROAD; THENCE LEFT AND SOUTHWESTERLY ALONG SAID ROAD RIGHT OF WAY LINE 20.37 FEET; THENCE 100 DEGREES 52 MINUTES LEFT TO THE TANGENT OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 48 DEGREES 00 MINUTES AND A RADIUS OF 207.50 FEET; THENCE SOUTHERLY ALONG SAID CURVE 173.83 FEET TO THE POINT OF TANGENT TO SAID CURVE; THENCE SOUTHERLY ALONG THE TANGENT TO SAID CURVE 68.16 FEET; THENCE 3 DEGREES 20 MINUTES 36 SECONDS RIGHT AND 590.88 FEET; THENCE 28 DEGREES 40 MINUTES 36 SECONDS LEFT AND 78.00 FEET; THENCE 33 DEGREES 37 MINUTES 58 SECONDS RIGHT AND 85.04 FEET; THENCE 100 DEGREES 46 MINUTES 58 SECONDS LEFT AND 25.00 FEET; THENCE 87 DEGREES 49 MINUTES RIGHT AND 80.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND BEING SUBJECT TO AN EASEMENT DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 87 DEGREES 42 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION FOR A DISTANCE OF 665.88 FEET; THENCE RUN NORTH 00 DEGREES 05 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 40.00 FEET; THENCE RUN SOUTH 87 DEGREES 42 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING OF A 12 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS LYING 6 FEET TO EACH SIDE OF THE FOLLOWING DESCRIBED LINE; THENCE RUN NORTH 02 DEGREES 48 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 86.19 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 77 DEGREES 21 MINUTES 43 SECONDS, A RADIUS OF 25.00 FEET,



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**AND CHORD BEARING NORTH 41 DEGREES 29 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 31.25 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 33.76 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 88 DEGREES 10 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 116.50 FEET TO THE ENDING POINT OF SAID EASEMENT.**

**ALSO KNOWN AS: 5050 BEABOUT DR, BIRMINGHAM, ALABAMA 35244**



**Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
11/24/2021 08:38:07 AM  
\$44.00 MISTI  
20211124000564220**

*Allen S. Bevil*