

Prepared By: National City Mortgage Co.  
Cheryl Cripps/Risk Management  
Building 2  
3232 Newmark Drive  
Miamisburg OH 45342

Inst # 2000-15921

FHA Case No.

011-4459191-703

05/15/2000-15921  
12:22 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

## SUBORDINATE MORTGAGE

005 MMS 27.05

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on March 10, 2000. The original Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") was recorded on April 8, 1999 as Instrument No. 1999-14884. The Mortgagor is Delmas Mears Jr. and Noreen Mears, whose address is 102 Meadow Creek Ln, Alabaster, Alabama 35007. This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 10410 ("Lender"). Borrower owes Lender the principal sum of Five Thousand Six Hundred Eighteen Dollars 88 Cents (U.S. \$5618.88). 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 April 1, 2029. 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, 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, Alabama:

### LEGAL DESCRIPTION

SEE ATTACHED SCHEDULE "A"

which has the address of 102 Meadow Creek Ln, Alabaster, Alabama 35007; 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; (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 10410 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.

7. **Grounds for Acceleration of Debt.**

**(a) Default.** Lender may, except as limited by regulations issued by the Secretary,

in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

**(b) Sale Without Credit Approval.** Lender shall, if permitted by applicable law

including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

**(c) No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payment, Lender does not waive its rights with respect to subsequent events.

**(d) Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

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

**8. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 7, Lender 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 paragraph 8, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in paragraph 7. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in \_\_\_\_\_ County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that 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 7, the Secretary 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 the Secretary of any rights otherwise available to a Lender under this Paragraph 8 or applicable law.

9. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

10. **Waivers.** Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the property.

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.

Witnesses:

Kelly Lannon

Delmas Mears Jr. (SEAL)

Jamie Burchfield

Noreen Mears (SEAL)  
Noreen Mears

County of: Jefferson

On this 7 day of April, 2000, before me a notary public came the above named Delmas Mears Jr. and Noreen Mears acknowledged the within indenture of Mortgage to be their act and deed, and desired the same to be recorded as such.

Witness my hand and seal, the day and year aforesaid.

AnaLee Popee  
My commission expires: 5/7/01

SCHEDULE "A"

A TRACT OF LAND SITUATED IN THE NE 1/4 OF THE NE 1/4 AND THE NW 1/4 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 3 WEST:

COMMENCE AT THE SW CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION AND RUN NORTH 1 DEGREE 56 MINUTES 44 SECONDS WEST AND RUN 264.8 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 58 MINUTES 19 SECONDS WEST AND RUN 25.06 FEET; THENCE NORTH 1 DEGREES 56 MINUTES 44 SECONDS WEST AND RUN 264.86 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES 37 SECONDS EAST AND RUN 330.0 FEET; THENCE SOUTH 1 DEGREES 55 MINUTES 42 SECONDS EAST AND RUN 226.04 FEET; THENCE NORTH 87 DEGREES 58 MINUTES 19 SECONDS WEST AND RUN 304.94 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT A 50 FOOT EASEMENT FOR INGRESS, EGRESS, UTILITY AND DRAINAGE BEING THE WEST 50 FEET OF THE ABOVE DESCRIBED PROPERTY.

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