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~~Frances Aull~~

Firststar Home Mortgage
4801 Frederica Street
Owensboro, Ky. 42301
Loss Mitigation Department
FHA Case No. 703-011-4742471

TAX ID 138281005048000

(Space above this line for recording data)

*10219270

SECOND MORTGAGE

February 8th, 2002 SUBORDINATE MORTGAGE ("Security Instrument") is given on . The Mortgagor is **Autumn L. Trott, an unmarried woman**, and Co-Mortgagor **n/a** whose address is **212 Rocky Ridge Drive, Helena, AL 35080-3767** ("Borrower"). 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 **\$3360.70**. This debt is evidenced by borrowers note dated the same day as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on **April 1, 2031**.

This Security Instrument secures the 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 Borrowers 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, State of Alabama**. Which has the address of **212 Rocky Ridge Drive, Helena, AL 35080-3767** ("Property Address"), the property being described as follows:

Lot 48, according to the Survey of Rocky Ridge, Phase II, as recorded in Map Book 27 page 16 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

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 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 of record.

Inst # 2002-18378

04/22/2002-18378
08:21 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MHA 18.00

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

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal.** Borrowers 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 successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or prelude the exercise of any right or remedy.
3. **Successor 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 this Security Instrument but does not sign 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 the Borrower's consent.
4. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering 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 the Lender. Any notice to the 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 the 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 effect 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 the Security and the Security 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. 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 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.

Witnesses: *Rebecca Miller*
Autumn L. Trott (Seal) _____ (Seal)
Autumn L. Trott

State of: ALA
County of: Shelby

On the 12 day of February in the year 2002 before me, the undersigned, personally appeared Autumn L. Trott personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Witness my hand and official seal in the county and state aforesaid.

My commission expires: MY COMMISSION EXPIRES JAN. 18, 2005

Kelli Foster
Notary Signature

Kelli Foster
Name (Typed or Printed)

Prepared By:
Rebecca Miller
Firststar Home Mortgage
4801 Frederica Street
Owensboro, KY. 42301
Rebecca Miller



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