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**SUBORDINATE
MORTGAGE**

FHA Case No. 703 011-4072136
Loan No. 0020281093

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on May 3, 2004. The Mortgagor is LEE J ROGERS, a single person and DONNA F SCOTT, a single person whose address is 141 PALM DRIVE, ALABASTER, ALABAMA 35007 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development and its successors and assigns, whose address is U.S. Department of HUD, c/o First Madison Servicing, Inc., 4 Corporate Dr., Shelton, CT 06484 ("Lender"). Borrower owes Lender the principal sum of EIGHT THOUSAND, FIFTY-TWO AND 30/100 Dollars (U.S. \$8,052.30). 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 March 1, 2026. The Original Mortgage, dated February 20, 1996 was recorded as Instrument No. 1996-05831 in the County Records of Shelby County, ALABAMA, on February 23, 1996. 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 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 the following described property located in Shelby County, ALABAMA:

LOT 41, ACCORDING TO THE SURVEY OF OAKWOOD VILLAGE, PHASE ONE, AS RECORDED IN MAP BOOK 19, PAGE 163, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. MINERALS AND MINING RIGHTS EXCEPTED.

Tax ID/Parcel Number: 23-2-03-4-002-013.000

which has the address of 141 PALM DRIVE, ALABASTER, ALABAMA 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 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.

Borrower and Lender covenant and 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 agreement 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: U.S. Department of HUD, c/o First Madison Servicing, Inc., 4 Corporate Dr., Shelton, CT 06484 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, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform

Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. 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 foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 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 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.

8. 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.

9. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

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.

Travis L. Dewberry
Witness Signature

Travis L. Dewberry
Printed Name of Witness

Darlene Stapleton
Witness Signature

Darlene Stapleton
Printed Name of Witness

LEE J ROGERS
Borrower

DONNA F SCOTT
Borrower

STATE OF ALABAMA)

COUNTY OF Shelby)

ss:

On the 7th Day of May in the year 2004 before me, the undersigned, personally appeared LEE J ROGERS and DONNA F SCOTT, 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), 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, and that such individual made such appearance before the undersigned in the City of Montgomery, State of ALABAMA.

Cheryl Kilpatrick
Signature of Notary

Cheryl Kilpatrick
Printed Name

My commission expires: 1/7/06

Loan Number 0020281093

This SUBORDINATE MORTGAGE document was prepared by:

MOSS CODILIS, L.L.P.

(Company Name)

475 CrossPoint Parkway

Getzville, NY 14068

(Company Address)



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SUBORDINATE MORT
LOAN# 0020281093
US Recordings

A handwritten signature in dark ink, appearing to read 'Gregory Pijanowski', written over a horizontal line.

Signature of Preparer

Gregory Pijanowski

Printed Name of Preparer

Loss Mitigation Specialist
Title

May 12, 2004

Date