

20050831000450120 1/4 \$20.00  
Shelby Cnty Judge of Probate, AL  
08/31/2005 11:45:26AM FILED/CERT

**WHEN RECORDED RETURN TO:**

Old Republic Title  
Attn: Post Closing-Recording  
320 Springside Dr.  
Suite 320  
Akron, OH 44333

**THIS DOCUMENT PREPARED BY:**

MOSS CODILIS, L.L.P.  
6560 Greenwood Plaza Boulevard, Suite 550  
Englewood, CO 80111  
Preparer: Lindsay McNeal - Loss Mitigation Administrator

20556051

[Space Above This Line For Recording Data]

Aurora Loan Services LLC Loan Number 0006746705  
(5 Payments)

**SUBORDINATE  
MORTGAGE**

FHA Case No.  
011-4107734-703

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on August 11, 2005. The Mortgagor is Curtis N. Perkins and Tracy M. Perkins, husband and wife ("Borrower"), whose address is 1349 Whirlaway Circle, Helena, AL 35080. 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 Morris-Griffin/First Madison, 4111 South Darlington, #300, Tulsa, OK 74135 ("Lender"). Borrower owes Lender the principal sum of Five Thousand, Four Hundred Fifty-five and 70/100 dollars (U.S. \$5,455.70). 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 June 1, 2026. The Original Mortgage, dated May 10, 1996 in the amount of \$105,010.00 was recorded as Instrument No. 1996-17356 on May 29, 1996 in the County Records of Shelby County, Alabama. 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 80, ACCORDING TO THE SURVEY OF DEARING DOWNS, FIRST ADDITION, AS RECORDED IN MAP BOOK 6, PAGE 141, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

**TAX/PARCEL ID: 13 6 23 3 000 077 000**

Being the same property conveyed to Curtis N. Perkins and Tracy M. Perkins by Deed dated May 10, 1996 and recorded as Instrument No. 1996-17355 in the office aforesaid.

which has the address of 1349 Whirlaway Circle, Helena, Alabama 35080 ("Property Address");

CNP  
Jmp



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 agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreement 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 Morris-Griffin/First Madison, 4111 South Darlington, #300, Tulsa, OK 74135** 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 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.

**10.** Notwithstanding anything to the contrary contained in the Security Instrument, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security instrument as a result of the Borrower's default of its obligations hereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability, if the Borrower has obtained a discharge of that liability from a United States Bankruptcy Court.

**This Agreement is in effect upon execution by the Borrower and will be treated as such. If, however, corrections and/or amendments are needed for this Agreement(s) to correctly reflect the intent of all parties, the Borrower will perform reasonable requests and return the document(s) as necessary to the Lender.**



Loan No. 0006746705

20050831000450120 4/4 \$20.00  
Shelby Cnty Judge of Probate, AL  
08/31/2005 11:45:26AM FILED/CERT

BORROWER(S):

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Document and in any rider(s) executed by Borrower and recorded with it. Borrower acknowledges that he/she has had the opportunity to consult with counsel of his/her own choosing prior to executing this Document.

Curtis N. Perkins

Curtis N. Perkins

Tracy M. Perkins

Tracy M. Perkins

\_\_\_\_\_  
WITNESS SIGNATURE

(PRINT NAME) \_\_\_\_\_

\_\_\_\_\_  
WITNESS SIGNATURE

(PRINT NAME) \_\_\_\_\_

STATE OF Alabama )

COUNTY OF Shelby )

On the 19 day of August in the year 2005 before me, the undersigned, personally appeared Curtis N. Perkins and Tracy M. Perkins, husband and wife \_\_\_ personally known to me OR X 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 Helena, State of Alabama.

WITNESS my hand and official seal.

Barry C Mott

Signature of Notary

6-11-07

Commission Expiration Date

BARRY C MOTT

Printed Name of Notary

