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Shelby Cnty Judge of Probate, AL
12/28/2006 08:58:34AM FILED/CERT

Taylor, Bean & Whitaker Mortgage Corporation

1417 N. Magnolia Ave

Ocala, FL 34475

Prepared by Gail Carter

Re: Loan Number #786643

FHA Case No. 0115405046748

SUBORDINATE MORTGAGE

This SUBORDINATE MORTGAGE ("Security Instrument") is given on November 3, 2006.

The Mortgagor (s) is Kimberly A. Carlin whose address is 1992 Chandalar Court, Pelham, Alabama 35124 (Borrower).

This Security Instrument is given to the Secretary of Housing and Urban Development, whose address is Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street Southwest, Washington, DC 10410 (Lender). Borrower owes Lender the principal sum of Two Thousand Eight Hundred Thirty Dollars and Fifty Two Cents (U.S. \$2,830.52).

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, 2035.

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:

See Schedule A attached hereto and made a part hereof

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY, CITY OF PELHAM, AND DESCRIBED AS FOLLOWS: A PARCEL OF LAND OCCUPIED BY UNIT "C", BUILDING 10, PHASE 2 OF CHANDALAR SOUTH TOWNHOMES, AS RECORDED IN MAP BOOK 7, PAGE 166 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID 1/4-1/4 SECTION; THENCE IN A NORTHERLY DIRECTION ALONG THE EAST LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 840.76; THENCE 90 DEGREES LEFT IN A WESTERLY DIRECTION A DISTANCE OF 110.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF CHANDALAR COURT; THENCE 90 DEGREES RIGHT IN AN NORTHERLY DIRECTION ALONG SAID RIGHT OF WAY A DISTANCE OF 41.1 FEET; THENCE 90 DEGREES RIGHT IN AN EASTERLY DIRECTION A DISTANCE OF 33.4 FEET TO THE POINT OF BEGINNING, SAID POINT BEING FURTHER IDENTIFIED AS THE SW CORNER OF SAID UNIT "C" THENCE 00 DEGREES 59 MINUTES 27 SECONDS LEFT IN AN EASTERLY DIRECTION ALONG THE CENTERLINE OF PARTY WALL AND WOOD FENCE COMMON TO UNITS "C" AND "D" A DISTANCE OF 52.5 FEET; THENCE; THENCE 90 DEGREES LEFT IN A NORTHERLY DIRECTION ALONG THE EAST SIDE OF A WOOD FENCE COMMON TO UNITS "A", "B", "C", AND "D" A DISTANCE OF 10.7 FEET TO THE SOUTHWEST EDGE OF STORAGE BUILDING; THENCE 90 DEGREES

RIGHT IN AN EASTERLY DIRECTION ALONG THE SOUTH SIDE OF SAID STORAGE BUILDING A DISTANCE OF 4.2 FEET, THENCE 90 DEGREES LEFT IN A NORTHERLY DIRECTION ALONG THE EAST SIDE OF SAID STORAGE BUILDING A DISTANCE OF 6.4 FEET; THENCE 90 DEGREES LEFT IN A WESTERLY DIRECTION ALONG THE NORTH SIDE OF SAID STORAGE BUILDING A DISTANCE OF 4.2 FEET TO A POINT ON THE WOOD FENCE COMMON TO UNITS "A", "B", "C" AND "D"; THENCE 90 DEGREES RIGHT IN A NORTHERLY DIRECTION ALONG THE EAST SIDE OF SAID WOOD FENCE A DISTANCE OF 2.1 FEET TO THE CENTERLINE OF A WOOD FENCE COMMON TO UNITS "B" AND "C"; THENCE 90 DEGREES LEFT IN A WESTERLY DIRECTION ALONG THE CENTERLINE OF THE WOOD FENCE AND PARTY WALL COMMON TO UNITS "B" AND "C" AND ANOTHER WOOD FENCE COMMON TO UNITS "B" AND "C", A DISTANCE OF 68.0 FEET TO A POINT ON THE OUTER FACE OF A WOOD FENCE EXTENDING ACROSS THE FRONTS OF UNITS "A", "B", "C", AND "D"; THENCE 90 DEGREES LEFT IN A SOUTHERLY DIRECTION ALONG THE OUTER FACE OF SAID WOOD FENCE ACROSS THE FRONT OF UNIT "C" A DISTANCE OF 19.2 FEET TO THE CENTERLINE OF A WOOD FENCE COMMON TO UNITS "C" AND "D"; THENCE 90 DEGREES LEFT IN AN EASTERLY DIRECTION ALONG THE CENTERLINE OF SAID WOOD FENCE A DISTANCE OF 15.5 FEET TO THE POINT OF BEGINNING, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

Which has the address of 1992 Chandalar Court, Pelham, Alabama 35124 ("Property Address");

TOGETHER WITH all the improvement now or hereafter erected on the property, an 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 forgoing 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 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 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, forbearance 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.

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 Secretary and the Secretary requires immediate payment in full under the 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")(12U.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:

Kimie Waybright
Witness Signature

Kimberly A. Carlin (Seal)
Kimberly A. Carlin

GILLIAN WAYBRIGHT
Printed Name of Witness

David Corbally
Witness Signature

DAVID CORBALLY
Printed Name of Witness

STATE OF Alabama, COUNTY OF Jefferson SS:

I, Eva Lovelady Hudson a Notary Public of the
county of Jefferson, State of Alabama,
do hereby certify that Kimberly A. Carlin personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 8th day of November, 2006.

My Commission Expires: May 4, 2008

Eva Lovelady Hudson
Notary Public