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PREPARED BY & RETURN TO:  
BANCORPSOUTH BANK  
Attention: Carol Fitzner (662)678-7731  
P.O. Box 678  
2778 WEST JACKSON STREET  
TUPELO, MS. 38801

FHA Case No.

011-5329557

The First Mortgage is recorded in Instrument # 20050207000060500

## SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on June 8, 2010.  
The Mortgagor is Tonya Mettenbrink & Craig Mettenbrink  
whose address is 5944 Forest Lake Cove, Chelsea, AL. 35043  
("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and  
whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes  
Lender the principal sum of Seven Thousand, Seven Hundred, Twenty Eight & 00/100 Dollars  
(U.S. \$ 7,728.00). 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 February 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.

**LOT 289, ACCORDING TO THE SURVEY OF FOREST LAKES, SECTOR 4, AS RECORDED IN MAP  
BOOK 33 AT PAGE 25 A, B, & C IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF SHELBY  
COUNTY, ALABAMA.**

which has the address of 5944 Forest Lake Cove  
Chelsea, Alabama, 35043, ("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 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, 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 first class mail to : **Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 20410 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 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 accept and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Daryl Spivey

Claudio Bryant

Tonya Mettenbrink

Borrower

C. Mettenbrink

Borrower

State of Alabama

County of Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14th day of June 20 10 within my jurisdiction, the within named Tonya Mettenbrink and Craig Mettenbrink, who acknowledged that he/she/they executed the above and foregoing instrument.

My Commission Expires:

Donna B Coleman

Notary Public

**MY COMMISSION EXPIRES JULY 8, 2010**

