


Recording requested By:
GMAC Mortgage, LLC

When recorded mail to: #:6314871

First American Title 
Loss Mitigation Title Services 392.1
P.O. Box 27670
Santa Ana, CA 92799
RE: HADWAY - PC REC SVC


20101112000379880 1/5 \$25.00
Shelby Cnty Judge of Probate, AL
11/12/2010 01:14:24 PM FILED/CERT

Loan Number: 0602443073

FHA Case No 0116495661703

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SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **10/8/2010**. The Mortgagor is **GARY L HADAWAY CATHY C HADAWAY**, whose address is **1818 4TH AVENUE CALERA AL 35040** ("Borrower"). This Security is given to the Secretary of Housing and Urban Development, whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of **Twenty Three Thousand Three Hundred Sixty Five Dollars and One Cent (U.S. 23,365.01)**. This debt is evidenced by Borrower's note dated the same date as this Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on **10/1/2040**. This Security Instrument secures Lender: (a) the repayment of all 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, AL**:

See attached Legal Description

Which has the address of 1818 4TH AVENUE CALERA AL 35040 ("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:

DRAFTED BY/PREPARED BY:
JAYLYNN KNEBEL
3451 HAMMOND AVE.
WATERLOO, IA 50702

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 sum secured by this Security Instrument granted by Lender to any successor in the interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in the interest. Lender shall not be required to commence proceedings against any successors in the interest of refuse to extend time for payment of 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 the 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 sum 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 of the Note without that Borrower's consent.
4. Notices. Any notices 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 20410 or any address Lender designates by notice 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 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. 3751et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and 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.



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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.

Witness

Signature

Print

Signature

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Witness

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Signature

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Garyl L. Hadaway (Seal)
GARY L HADAWAY
Borrower

Cathy C. Hadaway (Seal)
CATHY C HADAWAY
Borrower

(Seal)
Borrower

(Seal)
Borrower



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BORROWER ACKNOWLEDGEMENT

State of Alabama
County of Shelby

STATE }
COUNTY } SS

On Oct. 18, 2010, before me Carlene R. Hadaway, personally GARY L HADAWAY CATHY C HADAWAY personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Carlene R. Hadaway
My Commission Expires Dec 1, 2013



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SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY,
ALABAMA, TO-WIT:

LOTS 1, 2, 3, AND 4, BLOCK 90, ACCORDING TO J. R. DUNSTAN'S MAP
AND SURVEY OF THE TOWN OF CALERA, ALABAMA. SITUATED IN SHELBY
COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED TO GARY L. HADAWAY AND WIFE,
CATHY C. HADAWAY BY DEED FROM RELOCATION REALTY SERVICE CORP.
RECORDED 12/14/1978 IN DEED BOOK 316 PAGE 836, IN THE PROBATE
JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA.

TAX ID# 28-5-16-3-002-017.000


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