

When recorded mail to: #:6827932

First American Title

Loss Mitigation Title Services 1348.1

P.O. Box 27670

Santa Ana, CA 92799

RE: WALLACE - PC REC SVC



20110916000274730 1/6 \$27.00  
Shelby Cnty Judge of Probate, AL  
09/16/2011 12:11:19 PM FILED/CERT

Document Prepared by:

Reid Marcum

Midland Mortgage - A Division of MidFirst Bank

999 N.W. Grand Boulevard, Suite 100

Oklahoma City, OK 73118-6116

1-800-552-3000

FHA Case Number: 011-5020561703

## SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **August 23, 2011**. The grantor is **FORREST C WALLACE & LISA J BURT, husband and wife** ("Borrower"). This Security Instrument is given to the **Secretary of Housing and Urban Development**, which is organized and existing under the laws of the United States of America, and whose address is **451 Seventh Street, SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **three-thousand-two-hundred-eighty-five dollars and fifty-two cents (US \$3,285.52)**. 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 **2/1/2033**. The original mortgage was recorded in Instrument No. 20030211000085380 on 2/11/2003. 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 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, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in **SHELBY** County, Alabama:

See Exhibit "A" attached hereto and made a part hereof.

**Tax ID# 136241002001000**

which has the address of: **198 HIDDEN CREEK PA PELHAM, AL 35124** ("Property Address");

Being the same property conveyed to FORREST C WALLACE & LISA J BURT by Deed of Trust recorded 2/11/2003 and recorded in Instrument No. 20030211000085380 in SHELBY County, Alabama

Page 1 of the Subordinate Mortgage

Borrower Initial Lines

*FCW* *LJB*

\* Please add the appropriate number of initial lines for each signatory over 4





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TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, 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.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal.**

Borrower shall pay when due the principal of the debt evidenced by the Note.

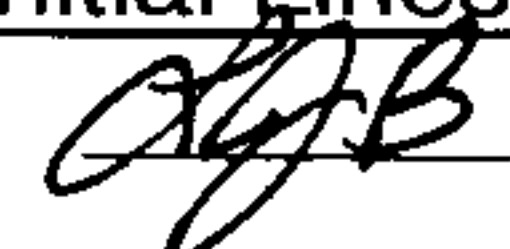
**2. Borrower Not Released; Forbearance by Lender Not a Waiver.**

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 of 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

Borrower Initial Lines  







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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, Attn: 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 the Security Instrument and the Note are declared to be severable.

**6. Borrower's Copy.**

Borrower shall be given one conformed copy of the Note 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 (but not prior to acceleration under Section 3 unless Applicable Law provides otherwise). 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 and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. 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 invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all

Borrower Initial Lines  
*ACW* *agb*



expenses incurred in pursuing the remedies provided in this paragraph 7, including, but not limited to, reasonable attorney's fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided for in paragraph 4. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in **SHELBY** County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**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 USC 3571 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 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. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

**9. Waivers.**

Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of courtesy and dower in the Property.



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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. IN WITNESS WHEREOF, Borrower has executed this Security Instrument.

BORROWER

Forrest C Wallace  
 FORREST C WALLACE

9/1/2011  
 Date

Lisa J Burt  
 LISA J BURT

9/1/2011  
 Date

### Acknowledgement

STATE OF ALABAMA )

) SS:

COUNTY OF SHELBY )

On the 1<sup>st</sup> day of September, 2011, before me, the undersigned, a notary public in and for said state, personally appeared **FORREST C WALLACE & LISA J BURT**, 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), and 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.

In witness whereof, I hereunto set my hand and official seal.

Rhonda B. Osborne  
 Notary Public

Rhonda B. Osborne  
 Printed name of notary

County of Residence: Shelby

Commission Number: \_\_\_\_\_

My Commission Expires: Sept 2, 2012  
 NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
 BOND THRU NOTARY PUBLIC UNDERWRITERS





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**Exhibit "A"**

Lot 199, according to the Survey of PHASE TWO, HIDDEN CREEK III, as recorded in Map Book 26, Page 124 in the Probate Office of Shelby County, Alabama.