

FHA Case No.
011-6464947

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SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on November 10, 2011. The Mortgagor is **BRIAN STEPHEN BRANDENBERG, an Unmarried Man**, whose address is **310 EWING ST, MONTEVALLO, ALABAMA 35115**, "Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is **Department of Housing and Urban Development, c/o C&L Service Corp./Morris-Griffin Corp. 2488 East 81st Street, Suite 700, Tulsa, Oklahoma 74137** ("Lender"). Borrower owes Lender the principal sum of Two Thousand Six Hundred Eighty Three Dollars and 25/100 U.S. (\$2,683.25) 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 **November 1, 2041**.

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, with power of sale the following described property located in **Shelby County, Alabama**.

Lots 5, 6 and 7, in Block D, according to the Survey of Wilmont Subdivisor as recorded in Map Book 3, page 124, in the Office of the Judge of Probate of Shelby County, Alabama.

Brian Stephen Brandenburg is one and the same person as Brian Brandenburg.

Parcel ID Number: **36-2-09-2-001-018.000**
which has the address of **310 EWING ST, MONTEVALLO, ALABAMA 35115** ("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 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 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 the 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 of 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 designated by notice to Lender. Any notice to Lender shall be given by first class mail to: **Department of Housing and Urban Development, c/o C&L Service Corp./Morris-Griffin Corp. 2488 East 81st Street, Suite 700, Tulsa, Oklahoma 74137** 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 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.



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Shelby Cnty Judge of Probate, AL
02/01/2012 12:59:41 PM FILED/CERT

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.

Brian Stephen Brandenburg
BRIAN STEPHEN BRANDENBERG (Borrower)

Witnesses:

Ruth H. Mealer

Printed Name: Ruth H. Mealer

Terry Williams

Printed Name: Terry Williams

STATE OF Alabama

CITY/COUNTY OF Bessemer / Jefferson

I HEREBY CERTIFY that on this 5th day of December, 2011, before me, the subscriber, a Notary Public of the State of Alabama, in and for the jurisdiction aforesaid, personally appeared, Brian Stephen Brandenburg, known to me of satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge that he/she/they executed the same for the purposes therein contained.

John H. Seniors
Notary Public

My commission expires 7/19/13

Prepared By: Alma Burek