



20121214000478470 1/6 \$28.00
 Shelby Cnty Judge of Probate, AL
 12/14/2012 01:36:10 PM FILED/CERT

When recorded mail to: #:7755380

First American Title 
 Loss Mitigation Title Services 1348.1
 P.O. Box 27670
 Santa Ana, CA 92799
 RE: FITTS - PC REC SVC

Document Prepared by:
 Patricia Edwards
 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: **011-5610728703**

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **November 15, 2012**. The grantor is **EVAN R FITTS & JAMIE E FITTS, 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 **thirty-five-thousand-nine-hundred-ninety-eight dollars and seventy-one cents (US \$35,998.71)**. 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 **11/1/2042**. The original mortgage was recorded in Instrument Number: 20070312000109890, on 3/12/2007. 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

Page 1 of the Subordinate Mortgage

Borrower Initial Lines


E J
T F

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

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# 138272002013000


20121214000478470 2/6 \$28.00
Shelby Cnty Judge of Probate, AL
12/14/2012 01:36:10 PM FILED/CERT

which has the address of: **2904 DUBLIN DRIVE NORTH HELENA, AL 35080** ("Property Address");

Being the same property conveyed to EVAN R FITTS & JAMIE E FITTS by Deed of Trust recorded 3/12/2007 and recorded in Instrument Number: 20070312000109880 in SHELBY County, Alabama

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 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



20121214000478470 4/6 \$28.00
 Shelby Cnty Judge of Probate, AL
 12/14/2012 01:36:10 PM FILED/CERT

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 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 curtesy and dower in the Property.



20121214000478470 5/6 \$28.00
 Shelby Cnty Judge of Probate, AL
 12/14/2012 01:36:10 PM FILED/CERT

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

[Signature]
 EVAN R FITTS

12-5-2012
 Date

[Signature]
 JAMIE E FITTS

12/5/12
 Date

Acknowledgement

STATE OF ALABAMA)

) SS:

COUNTY OF SHELBY)

On the 5th day of December, 2012, before me, the undersigned, a notary public in and for said state, personally appeared **EVAN R FITTS & JAMIE E FITTS**, 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.

[Signature]
 Notary Public
Watson Cole Sr.
 Printed name of notary

County of Residence: Jefferson
 Commission Number: N/A
 My Commission Expires: May 12, 2014



20121214000478470 6/6 \$28.00
Shelby Cnty Judge of Probate, AL
12/14/2012 01:36:10 PM FILED/CERT

Exhibit "A"

LOT 13, ACCORDING TO THE SURVEY OF BRAELINN VILLAGE, PHASE I, AS RECORDED
IN MAP BOOK 11, PAGE 100, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.