



20130617000247290 1/8 \$34.80
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SPACE ABOVE FOR RECORDER USE

WHEN RECORDED MAIL TO:

WHEN RECORDED MAIL TO:

ATTN - HOME RETENTION RECORDING

Bank of America, N.A.

11802 Ridge Parkway, Suite 100

Broomfield, CO 80021

"TAX EXEMPT

GOVERNMENTAL AGENCY"

PREPARED BY: Alex Mendez

Bank of America, N.A. 375404-7777

11802 Ridge Parkway Suite 100 Broomfield CO 80021

FHA/VA Case No. 0116340014703

DOC ID #0652043568057105B

MARITAL STATUS: HUSBAND &

See Exhibit B for assignments of record if applicable

WIFE

MORTGAGE

THIS MORTGAGE ("Security Instrument"), is given on 12th day of January, 2012. The Mortgagor(s) are EMMILY M WOODS (marital status), whose address is 373 SOUTHERN HILLS DRIVE CALERA, AL 35040 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is Department of Housing and Urban Development, Attention: C&L Service Corp./ Morris-Griffin Corp. 2488 E 81st Street, Suite 700, Tulsa, OK 74137 ("Lender"). Borrower owes Lender the principal sum of \$1,152.99. 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 December 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 under Paragraph 2 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under

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ALABAMA - SUBORDINATE MORTGAGE - 696 - HUD INSTRUMENT

HIA - PARTIAL CLAIM

Page 1 of 7

CSFBVCVRLTR

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 Chilton county, State of **Alabama**: which has the address 373 SOUTHERN HILLS DRIVE, CALERA, AL 35040 (See Exhibit A for Legal Description if applicable) ("Property Address") more particularly described in **Schedule A** attached hereto and made a part hereof.

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.

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. **LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY.** If (A) Borrower does not keep all promises and agreements made in this Security Instrument, or (B) someone, including Borrower, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this Paragraph 2 may include, for example, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Lender must give Borrower notice before Lender may take any of these actions.

Borrower will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 2. This Security Instrument will protect Lender in case Borrower does not keep this promise to pay those amounts with interest.

Borrower will pay those amounts to Lender when Lender sends Borrower a notice requesting that

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ALABAMA - SUBORDINATE MORTGAGE - 698 - HUD INSTRUMENT

RHA- PARTIAL CLAIM

Page 2 of 7

CSFBVCVRLTR



20130617000247290 2/8 \$34.80
Shelby Cnty Judge of Probate, AL
06/17/2013 12:32:33 PM FILED/CERT

Borrower do so. Borrower will also pay interest on those amounts at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and Borrower may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 2, Lender does not have to do so.

3. BORROWER NOT RELEASED; FORBEARANCES 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.

4. 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 consigning 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.

5. 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, Attention: C&L Service Corp./ Morris-Griffin Corp. 2488 E 81st Street, Suite 700, Tulsa, OK 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.

6. 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

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ALABAMA - SUBORDINATE MORTGAGE - 6/98 - HUD INSTRUMENT

RHA- PARTIAL CLAIM

Page 3 of 7

CSFBVCVRLTR



20130617000247290 3/8 \$34.80
Shelby Cnty Judge of Probate, AL
06/17/2013 12:32:33 PM FILED/CERT

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.

7. **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:

8. **ACCELERATION; REMEDIES.** If Borrower fails to keep any promise or agreement made in this Security Instrument, including the promise to pay, when due, the amount owed under the Note and under this Security Instrument, Lender, prior to acceleration, shall give notice to Borrower as provided in paragraph 5 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach 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 breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable 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 reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 8, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 5 hereof. Lender shall publish the notice of sale once a week for three consecutive weeks in some newspaper published in Chilton, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of said County. Lender shall deliver to the purchaser Lender's deed conveying the Property so sold. Lender or Lender's 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 reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

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


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ALABAMA - SUBORDINATE MORTGAGE - 698 - HUD INSTRUMENT

BIA- PARTIAL CLAIM

Page 4 of 7

CSFBVCVRLTR


20130617000247290 4/8 \$34.80
Shelby Cnty Judge of Probate, AL
06/17/2013 12:32:33 PM FILED/CERT

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.

9. BORROWER'S RIGHT TO REINSTATE. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to keep any promise or agreement made in this Security Instrument, including the promise to pay, when due, the amounts due under the Note and this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if the Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

10. RELEASE. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

11. WAIVER OF HOMESTEAD, DOWER AND CURTESY. Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all right of dower and curtesy in the Property.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

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ALABAMA - SUBORDINATE MORTGAGE - 698 - HUD INSTRUMENT

RHA- PARTIAL CLAIM

Page 5 of 7

CSFBVCVRLTR



20130617000247290 5/8 \$34.80
Shelby Cnty Judge of Probate, AL
06/17/2013 12:32:33 PM FILED/CERT

By SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any riders(s) executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has executed this Security Instrument

Emmily M. Woods

EMMILY M WOODS Marital Status (mark one):
____ Single ☒ Married ____ Divorced ____ Widowed ____ Decline to Provide
____ Other: _____

State of Alabama

County Shelby

On 12/31/2012 before Me, Jeffrey Holden Jr. Notary Public, personally appeared EMMILY M WOODS 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.

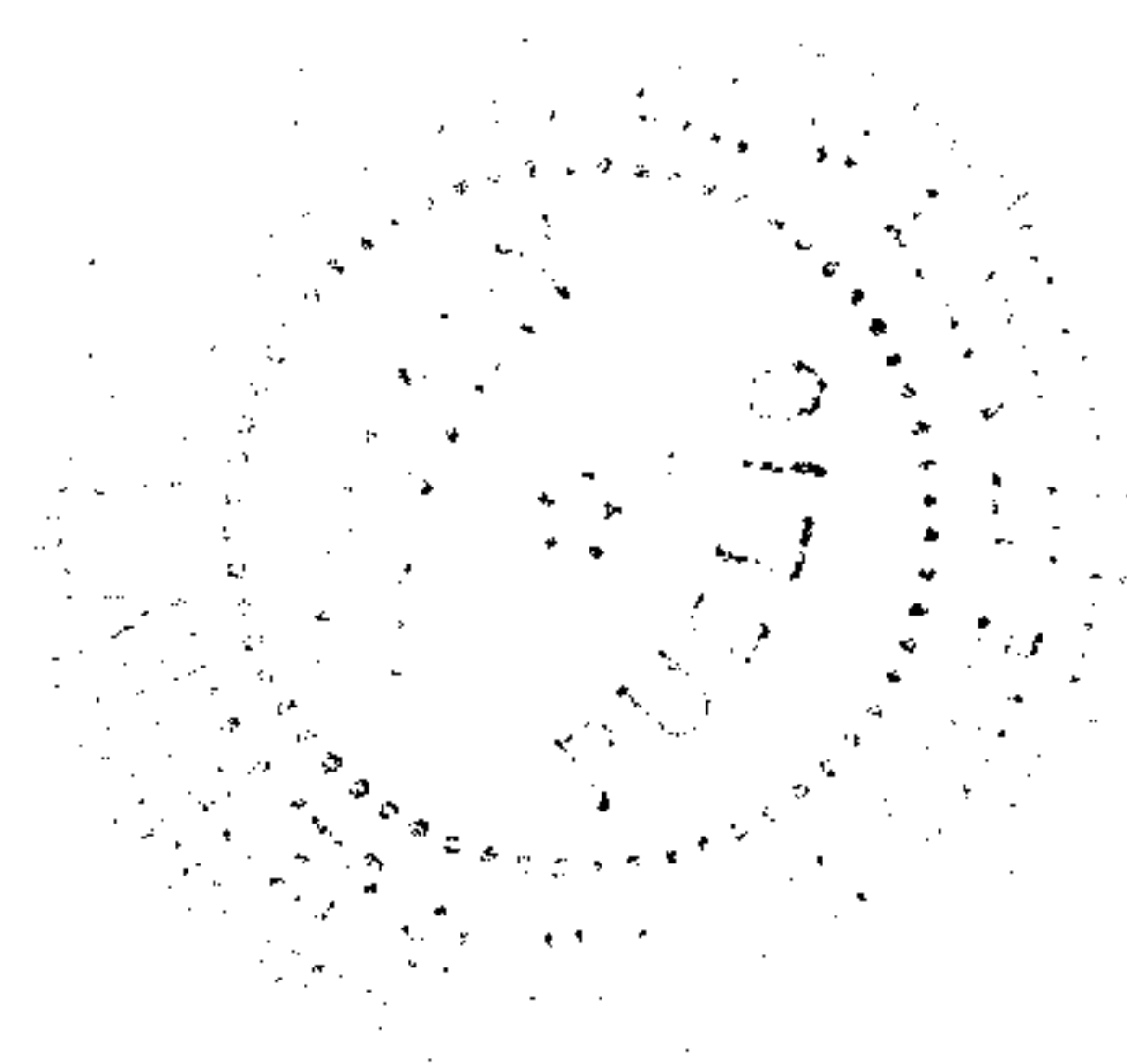
Jeffrey Holden Jr.

Notary Signature

Jeffrey Holden Jr.

Notary Public Printed Name Place Seal Here

MY COMMISSION EXPIRES SEPTEMBER 16, 2015 Notary Public Commission Expiration Date



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ALABAMA - SUBORDINATE MORTGAGE - 698 - HUD INSTRUMENT

BIA- PARTIAL CLAIM

Page 6 of 7

CSFBVCVRLTR

This is to certify that the within instrument has been prepared by a party to the instrument, Misty Wilson, authorized agent.

Signed this date: 6/13/2013

MISTY WILSON

ASSISTANT SECRETARY

Bank of America, N.A.
7105 Corporate Dr.
Plano, Texas 75024
800-669-4576

State of ~~Texas~~ Colorado
~~Collin County~~ Broomfield

On this 13 Day of JUNE, 2013, before me the undersigned, a Notary Public in and for said State, personally appeared Misty Wilson, known to me, or proved to me on the basis of satisfactory evidence to be the person whose name subscribed to this instrument and acknowledged that he/she executed the same.

Witness my hand and official seal

ANDRE O BANDELIER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134000600
COMMISSION EXPIRES FEB. 13, 2017

Signature

Andre O. Bandelier

Notary Public (name typed or printed)

My commission expires: 2/13/17

(Space Below This Line Reserved For Lender and Recorder)

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GSFBVCVRLTR

Page 7 of 7



20130617000247290 7/8 \$34.80
Shelby Cnty Judge of Probate, AL
06/17/2013 12:32:33 PM FILED/CERT

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN SHELBY COUNTY, STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS LOT 20 ACCORDING TO THE MAP OF SOUTHERN HILLS AS RECORDED IN MAP BOOK 7 PAGE 72 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.

Being the same property as conveyed from Carolyn Blackmon and Ossie L. Blackmon, Husband and Wife, as to Emmily Woods and Antonio Woods, Husband and Wife, With Rights of Survivorship, as described in Deed Inst 20050907000461440, Dated 8/26/2005, Recorded 9/7/2005, in Shelby County Records.

Tax/Parcel ID: 283050001020019



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