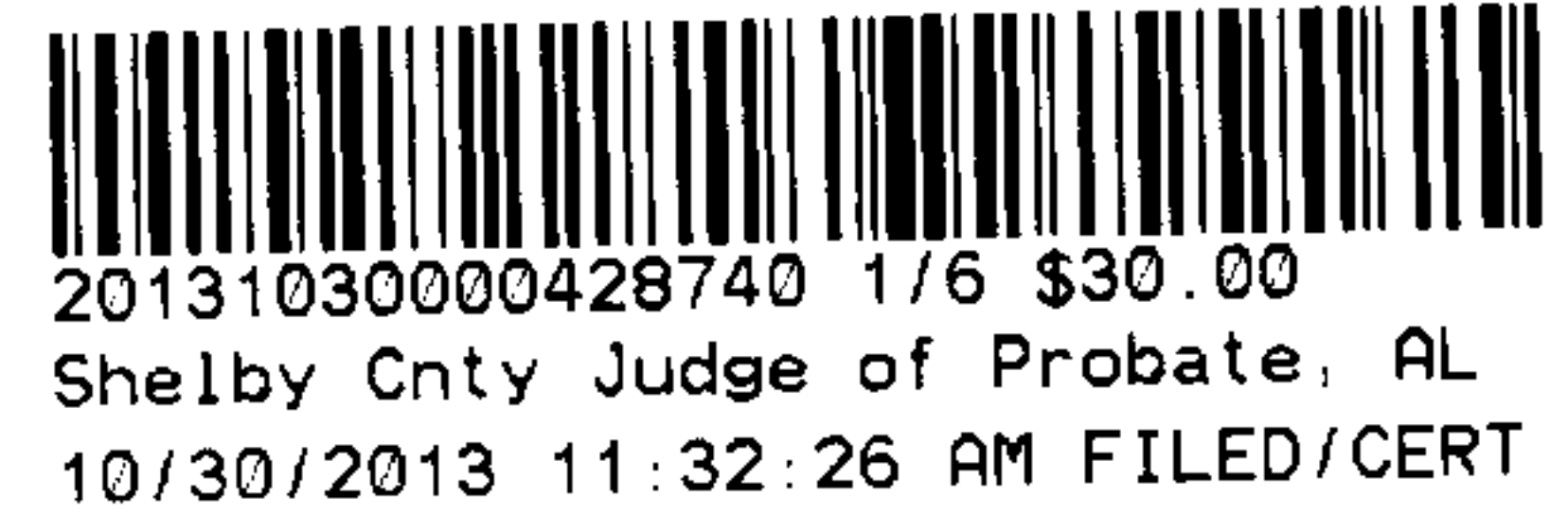


When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117
784-411222
Recording Requested By:
Ocwen Loan Servicing, LLC

When Recorded Return to:

Ocwen Loan Servicing, LLC
Attention: Loss Mitigation
3700 J Street SW
Suite 555
Cedar Rapids, IA 52404



Loan Number: 0602133069

FHACaseNo. FR_115961007703

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SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **August 6, 2013**. The Mortgagor is LARRY KEVIN WALTON STEPHANIE M. WALTON, whose address is **249 WANDERING MEADOWS DRIVE COLUMBIANA AL 35051** ("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 **ELEVEN THOUSAND ONE HUNDRED THREE DOLLARS AND THIRTY TWO CENTS (U.S. \$11,103.32)**. 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 **July 01, 2043**. 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

EXHIBIT A

Which has the address of **249 WANDERING MEADOWS DRIVE COLUMBIANA AL 35051** ("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:

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 or 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 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:


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Shelby Cnty Judge of Probate, AL
10/30/2013 11:32:26 AM FILED/CERT

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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10/30/2013 11:32:26 AM FILED/CERT

BY SIGNING, 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 [Signature]

Print Jeremy D Livingston

Signature [Signature]

Print Daniel Edwards

[Signature] (Seal)
LARRY KEVIN WALTON
Borrower

Witness

Signature _____

Print _____

Signature _____

Print _____

(Seal)
Borrower

Witness

Signature [Signature]

Print Jeremy D Livingston

Signature [Signature]

Print Daniel Edwards

[Signature] (Seal)
STEPHANIE M. WALTON
Borrower

Witness

Signature _____

Print _____

Signature _____

Print _____

(Seal)
Borrower


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Shelby Cnty Judge of Probate, AL
10/30/2013 11:32:26 AM FILED/CERT

BORROWER ACKNOWLEDGMENT

State of Alabama at Large
County of Shelby

On this 17 day of August 2013, before me, the undersigned, a Notary Public in and for said county and state, personally appeared LARRY KEVIN WALTON STEPHANIE M. WALTON, personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.


Joann Edwards Parker
Notary Public
My Commission Expires: 02/13/2017


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Shelby Cnty Judge of Probate, AL
10/30/2013 11:32:26 AM FILED/CERT

EXHIBIT "A"-- LEGAL DESCRIPTION

Commence at the Southwest corner of Section 5, Township 22 South, Range 1 East; thence run Northerly along the West boundary line of said Section 5, a distance of 1130.79 feet to a point 210 feet south of the Northwest corner of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 5, which is the point of beginning of the parcel herein described; thence continue northerly along said West boundary line of Section 5, a distance of 521.50 feet to a point; thence turn an angle of 90 degrees 31 minutes 02 seconds to the right and run a distance of 301.69 feet to a point; thence turn an angle of 89 degrees 35 minutes 00 seconds to the right and run distance of 311.92 feet to a point on the North boundary line of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 5; thence turn an angle of 89 degrees 30 minutes 08 seconds to the left and run a distance of 118.86 feet to a point; thence turn an angle of 89 degrees 24 minutes 06 seconds to the right and run a distance of 210.0 feet to a point; thence turn an angle of 90 degrees 35 minutes 54 seconds to the right and run a distance of 420 feet to the point of beginning. Said parcel of land lying in the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 5, Township 22 South, Range 1 East, Shelby County, Alabama.

Also to include an easement for the purpose of ingress and egress more particularly described as follows: Commence at the SW corner of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$; thence run Easterly along the South boundary line of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 301.14 feet to the point of beginning; thence continue along the same line of direction a distance of 389.44 feet to a point; thence turn an angle of 30 degrees 18 minutes 31 seconds to the right and run a distance of 877.23 feet to a point on the Northwest right of way line of Shelby County Highway No. 61; thence turn an angle of 89 degrees 23 minutes 35 seconds to the left and run along said right of way line a distance of 30.0 feet to a point; thence turn an angle of 90 degrees 36 minutes 25 seconds to the left and run a distance of 925.31 feet to a point; thence turn an angle of 30 degrees 18 minutes 31 seconds to the left and run a distance of 363.82 feet to a point; thence turn an angle of 90 degrees 29 minutes 52 seconds to the left and run a distance of 50.0 feet to the point of beginning. Said easement is lying in the SW $\frac{1}{4}$ of SW $\frac{1}{4}$, the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of SW $\frac{1}{4}$, all in Section 5, Township 22 South, Range 1 East, Shelby County, Alabama.

According to the survey of Lewis H. King, Jr., Reg. LS#12487, dated May 13, 1993.



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