



20140707000204420 1/6 \$30.00
Shelby Cnty Judge of Probate, AL
07/07/2014 02:01:00 PM FILED/CERT

Prepared by:
Brandon Schroeder
M&T Bank
475 Crosspoint Parkway
Getzville, NY 14068

Record and Return To:

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: POST CLOSING
530 SOUTH MAIN STREET
SUITE 1031
AKRON, OH 44311

_____[Space Above This Line for Recording Data]_____

FHA Case No. 011-7237135

Loan No. xxxxxx5992

13150673

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **June 4, 2014**. The Mortgagor is **KEITH BUSBY AND CLARA D. BUSBY, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP** whose address is **919 JACKSON CIR HELENA AL 35080** ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 2488 E 81st Street, Suite 700, Tulsa, OK 74137 ("Lender"). Borrower owes Lender the principal sum of **Five thousand six hundred and thirty one Dollars and 40/100 (U.S. \$5,631.40)**. 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 1 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 County of **SHELBY** and State of **ALABAMA** which has the address of: **919 JACKSON CIR HELENA AL 35080** as more fully described in the legal property description attached hereto as Schedule A/Exhibit A.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now 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 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 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, Attention: Single Family Notes Branch, 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.

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. 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 18 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 expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' 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 in Section 15. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in _____ 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 non judicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 9 9.) 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.

This deed of trust/mortgage is subordinate only to the deed of trust/mortgage between KEITH BUSBY AND CLARA D. BUSBY, HUSBAND AND WIFE [borrower's name], mortgagors and MERS, INC., SOLELY AS NOMINEE FOR BANK OF AMERICA, N. A., as Lender, dated 11/25/2011, recorded 12/08/2011 in Book N/A at Page N/A, INSTRUMENT #20111208000371100 in the amount of \$194,466.00.

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

Witness by:

Shelia H. Pickett

Shelia H. Pickett
Printed Name

J. Smith
Timika Smith
Printed Name

Keith Busby
KEITH BUSBY

Witness by:

Shelia H. Pickett

Shelia H. Pickett
Printed Name

J. Smith
Timika Smith
Printed Name

Clara D. Busby
CLARA D. BUSBY



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[Space Below This Line for Acknowledgements]

State of Alabama
County of Shelby)ss.:

On the 10th day of June in the year 2014 before me, the undersigned, personally appeared KEITH BUSBY, 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.

M Benjamin
Notary Public

MY COMMISSION EXPIRES AUGUST 20, 2017

State of Alabama
County of Shelby)ss.:

On the 10th day of June in the year 2014 before me, the undersigned, personally appeared CLARA D. BUSBY, 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.

M Benjamin
Notary Public

MY COMMISSION EXPIRES AUGUST 20, 2017



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Schedule A / Exhibit A

SITUATED IN SHELBY COUNTY, STATE OF ALABAMA:
LOT 51 ACCORDING TO THE SURVEY OF ST. CHARLES PLACE PHASE TWO
SECTOR 7 AS
RECORDED IN MAP BOOK 22 PAGE 45 IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.
TAX ID NUMBER: 13 5 21 2 000 005.119
BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED
GRANTOR: DAVID W. MORISSE AND KIMBERLY M MORISSEE, HUSBAND
AND WIFE
GRANTEE: KEITH BUSBY AND CLARA D. BUSBY, HUSBAND AND WIFE, AS
JOINT
TENANTS WITH RIGHT OF SURVIVORSHIP
DATED: 02/15/2008
RECORDED: 02/22/2008
BOOK-PAGE/DOC#: 20080222000073440
ADDRESS: 919 JACKSON CIR , HELENA, AL, 35080



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