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MORT 1/6

This Document Prepared By:
LUCAS CALLOWAY
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301
(800) 365-7772

When Recorded Mail To:
FIRST AMERICAN TITLE
ATTN: LMTS
P.O. BOX 27670
SANTA ANA, CA 92799-7670

Source of Title:
Tax/Parcel No. 209300000002005

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Investor Loan No.: 703 011-5366260
Loan No: 6003190557

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is made on **SEPTEMBER 26, 2013**. The grantor is **BRIAN GAINES, TAMEKA GAINES HUSBAND AND WIFE** ("Borrower"), whose address is **135 LYNN DRIVE, COLUMBIANA, ALABAMA 35051**. The beneficiary is the **Secretary of Housing and Urban Development**, whose address is **Attention: Single Family Notes Branch, 451 Seventh Street SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **TWELVE THOUSAND THREE HUNDRED THIRTY-TWO DOLLARS AND 46 CENTS (U.S. \$12,332.46)**. 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 **SEPTEMBER 1, 2043**.

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 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 irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of **SHELBY**, State of **ALABAMA**:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

Tax Parcel No. 209300000002005

which has the address of, 135 LYNN DRIVE, COLUMBIANA, ALABAMA 35051 (herein "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 seised of the estate hereby conveyed and has the right to 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 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 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, 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 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. 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 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower notice of sale in the manner provided in Section 4. Lender shall publish a notice of sale and shall sell the Property at the time and place and under the terms specified in the notice of sale. Lender or its designee may purchase the Property at any sale. 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 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 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided by 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. Borrower shall pay any recordation costs.

9. Waivers. Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all right of dower and curtesy in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Brian Gaines
Borrower: BRIAN GAINES
11/4/13
Date

Tameka Gaines
Borrower: TAMEKA GAINES
11/4/13
Date

Borrower: _____

Date _____

Borrower: _____

Date _____

Borrower: _____

Date _____

Borrower: _____

Date _____

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

The State of ALABAMA)
Shelby County)

I, a Notary Public, hereby certify that **BRIAN GAINES, TAMEKA GAINES HUSBAND AND WIFE** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 4th day of November, 20 14.

[Signature]
Notary Public

Print Name Elizabeth S. Smith

My commission expires: 2-16-16

EXHIBIT A

BORROWER(S): BRIAN GAINES, TAMEKA GAINES HUSBAND AND WIFE

LOAN NUMBER: 6003190557

LEGAL DESCRIPTION:

A PART OF THE W 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: TO FIND THE POINT OF BEGINNING START AT THE NE CORNER OF THE W 1/2 OF THE SE 1/4 OF THE SE 1/4 AND RUN NORTH 89 DEGREES 28 MINUTED WEST AND ALONG THE NORTH BOUNDARY OF SAID TWENTY FOR A DISTANCE OF 272.50 FEET TO A POINT; THENCE RUN SOUTH 0 DEGREES 39 MINUTES EAST FOR A DISTANCE OF 155.75 FEET TO A POINT OF BEGINNING; THENCE CONTINUE SOUTH 0 DEGREES 39 MINUTES EAST FOR A DISTANCE OF 323.54 FEET TO A POINT ON THE NORTH RIGHT OF WAY MARGIN OF THE LOWER KINGDOM ROAD, A 60-FOOT RIGHT OF WAY; THENCE RUN NORTH 84 DEGREES 32 MINUTES EAST AND ALONG THE CURVING NORTH MARGIN OF SAID ROAD FOR A CHORD DISTANCE OF 140.50 FEET TO A POINT; THENCE RUN NORTH 0 DEGREES 39 MINUTES WEST FOR A DISTANCE OF 311.73 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 21 MINUTES WEST FOR A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS: 135 LYNN DRIVE, COLUMBIANA, ALABAMA 35051

**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **BRIAN GAINES, TAMEKA GAINES HUSBAND AND WIFE** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR ALLEN MORTGAGE LC** for \$97,890.00 and interest, dated **JANUARY 22, 2005** and recorded on **FEBRUARY 16, 2005** in **INSTRUMENT NO. 20050216000076030**. Mortgage tax paid:

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR ALLEN MORTGAGE LC** (assignor), to **U.S. BANK NATIONAL ASSOCIATION, ITS SUCCESSORS, TRANSFEREES, AND ASSIGNS FOREVER** (assignee), by assignment of mortgage dated and recorded on in .



A handwritten signature in black ink, appearing to be "J. Fuhrmeister", is written over the official text of the county clerk.