

20160208000040560  
02/08/2016 03:42:40 PM  
MORT 1/5

Record and Return to:

Leslie Tester

Ditech

Attention: Loss Mitigation, Closing

301 W. Bay Street

Jacksonville, FL 32202

Loan #0002720472

Prepared By: Henri Berberi

301 W. Bay Street

Jacksonville, FL 32202

Source of Title: Instrument#: 20080522000209230, Date Recorded May 22, 2008

APN# 23 1 02 2 002 011.000

(Space Above This Line for Recording Data)

FHA Case No.  
011-5885337

## SUBORDINATE MORTGAGE

THIS INFORMATIONAL NOTICE IS NOT AN ATTEMPT TO COLLECT A DEBT. IF YOU ARE CURRENTLY IN BANKRUPTCY OR YOUR ACCOUNT WAS DISCHARGED IN BANKRUPTCY WITHOUT A REAFFIRMATION, THE SERVICER IS NOT ATTEMPTING TO COLLECT OR RECOVER THE DEBT AS YOUR PERSONAL LIABILITY.

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on January 8, 2016. The Mortgagor(s) is/are Braxton P. Vickery, an unmarried man, ("Borrower") whose address is 932 2ND Avenue SW, Alabaster, AL, 35007 ("Property Address"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is Department of Housing and Urban Development, c/o Novad Management Consulting, Shepherd's Mall, 2401 NW 23rd Street, Suite 1A, Oklahoma City, OK 73107 ("Lender"). Borrower owes Lender the principal sum of **Seven Thousand Three Hundred Seventy Five Dollars and 95/100 U.S. (\$7,375.95)** 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 01, 2045**.

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 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**.

Lot D, according to the Map and Survey of Pate's Subdivision of lots 1 and 2, Block 1, of Nickerson's Survey of Helena Road, as recorded in Map Book 4, Page 34, in the Probate Office of Shelby County, Alabama

which has the address of 932 SW 2ND Avenue, Alabaster, AL, 35007 ("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 and 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 the 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 of 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 designated by notice to Lender. Any notice to Lender shall be given by first class mail to: **Department of Housing and Urban Development, c/o Novad Management Consulting, Shepherd's Mall, 2401 NW 23<sup>rd</sup> Street, Suite 1A, Oklahoma City, OK 73107 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.** If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full 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 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.
8. **Notwithstanding** anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.

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

 (Seal)  
BRAXTON P. VICKERY (Borrower)

Date: 1/14/16

STATE OF AL  
COUNTY OF Shelby

I HEREBY CERTIFY that on this 14<sup>th</sup> day of JAN, 2016 before me, the subscriber, a Notary Public of the State of Alabama, in and for the jurisdiction aforesaid, personally appeared, BRAXTON P. VICKERY, known to me of satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge that he/she/they executed the same for the purposes therein contained.

  
Notary Public Signature

Walter E Thomas  
Notary Printed Name

5/21/2016  
My commission expires



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
02/08/2016 03:42:40 PM  
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