

20160629000225560
06/29/2016 08:50:25 AM
MORT 1/4

Requested By and
When Recorded Return To:
Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602
(800) 323-0165

FIFTH THIRD BANK
MADISONVILLE OFFICE BUILDING
5001 KINGSLEY DRIVE
CINCINNATI, OH 45227-1114

Space above for recording.

SUBORDINATE MORTGAGE

FHA Case No.

116278547

6/10/2016
*****2703

467542703

513-358-3270
PREPARED BY:
BRITTNEY MUSTARD
R

THIS SUBORDINATE MORTGAGE is given on 6/10/2016. The Mortgagor is: MARTHA MALONE and PHILLIP MALONE whose address is:

541 WALKER RD
PELHAM, AL 35124

160172074

This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street SW, Washington, D.C. 20410, Borrower owes Lender the principal sum of Eight Thousand Five Hundred Fifty Seven Dollars and Thirty Nine Cents (U.S. \$8,557.39). This debt is evidenced by Borrower's note dated the same date as this Security Instrument, which provides for the full debt, if not paid earlier, due and payable on 6/1/2046.

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 the 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:

PLEASE SEE ATTACHED EXHIBIT "A"

which has the address of:

541 WALKER RD
PELHAM, AL 35124

DOC #: 20090713000267230
DATED: May 13, 2009
Recorded: May 13, 2009
Parcel #: 136234610011000

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. This Security Instrument shall also cover all replacements and additions. 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 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 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 successor 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 provide 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 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, D.C. 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.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 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.

By signing this document, you are agreeing to the terms and conditions contained in this Security Instrument and in any rider(s) executed by borrower and recorded with it.

Martha Malone
MARTHA MALONE - Borrower

6-16-16
Date

Phillip Malone
PHILLIP MALONE - Co-borrower

6-16-16
Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama, COUNTY OF Jefferson ss.

Before me a Notary Public in and for said County and State personally appeared MARTHA MALONE and PHILLIP MALONE, who is/are personally known to me or have produced driver's license identification and who did take an oath and who executed the foregoing conveyance to Fifth Third Mortgage Company and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 16 day of June, 20 16.

Daniel L. Gann
Notary Public
My Commission Expires 6-26-16



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EXHIBIT A

**LOT 211, ACCORDING TO THE SURVEY OF THE VILLAGE AT STONEHAVE, PHASE 2, AS RECORDED IN
MAP BOOK 26, PAGE 126, IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.**



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
06/29/2016 08:50:25 AM
\$24.00 CHERRY
20160629000225560

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the bottom right portion of the official text block.