20200720000301650
07/20/2020 02:40:11 PM
MORT 1/6

(Space above reserved for Recorder of Security Instruments certification)

Loan Number: 1-6211131

Title of Document: Partial Claim Mortgage

Date of Document: JUNE 16, 2020

Grantor(s): ROBIN T MESSER, A MARRIED MAN

Grantor(s) Mailing Address: 330 TIMBER RIDGE TRAIL
ALABASTER, ALABAMA 35007

Grantee(s): SECRETARY OF HOUSING URBAN DEVELOPMENT

Grantee(s) Mailing Address: 451 7th Street, S.W.
Washington, DC 20410

Legal Description:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N.: 23 7 25 1 002 010.000

Deed Date: 02/14/2014
The Grantor is: TAMARA LEWIS AND VICTOR S. LEWIS, WIFE AND HUSBAND
Date Recorded: 02/21/2014 INSTRUMENT NO. 20140221000048750

Prepared by: Wendy Powers (866)695-4122 Ext 2892.
PennyMac Loan Services LLC (866)545-9070
Address: 6101 Condor Drive
Moorpark, CA 93021

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

After Recording Return To:
PENNYMAC LOAN SERVICES LLC
6101 CONDOR DRIVE
MOORPARK, CALIFORNIA 93021
Loan Number: 1-6211131

[Space Above This Line For Recording Data]

PARTIAL CLAIM MORTGAGE

FHA Case No.: 011-784691 4

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on JUNE 16, 2020 .
The Mortgagor is ROBIN T MESSER, A MARRIED MAN

whose address is 330 TIMBER RIDGE TRAIL, ALABASTER, ALABAMA 35007

("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 7th Street, S.W., Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of SIXTY THOUSAND TWO HUNDRED EIGHTY-EIGHT AND 16/100
Dollars (U.S. $60,288.16).
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 JULY 1, 2050 . 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, 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 the power of sale the following described property located in SHELBY County, ALABAMA :
[State]
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N.: 23 7 25 1 002 010.000

which has the address of 330 TIMBER RIDGE TRAIL
[Street]

ALABASTER [City], ALABAMA [State] 35007 [Zip Code], ("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 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.

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 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)
ROBIN T MESSER -Borrower

[Space Below This Line For Acknowledgment]

State of ALABAMA)
) ss.
County of SHELBY)

On the 8 day of JULY , in the year 2020 , before me,

the undersigned, personally appeared ROBIN T MESSER

,

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.

CHARLES S. HOLMES NOTARY PUBLIC MY COMMISSION EXPIRES 06/02/2024 ALABAMA STATE AT LARGE

(Seal, if any)

Notary Public

CHARLES S HOLMES

Print or Type Name

My commission expires: JUNE 2 2024

Exhibit A

Lot 210 according to the Survey of the Final Plat of Forest Ridge, Phase 2 as recorded in Map Book 32, Page 62, Shelby County, Alabama Records.

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County Clerk
Shelby County, AL
07/20/2020 02:40:11 PM
$38.00 JESSICA
20200720000301650