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Loan No: **652159385**
MIN Number: **101087600000047745**
FHA Case Number: **011-8754758203**

PARTIAL CLAIM MORTGAGE

THIS PARTIAL CLAIM MORTGAGE ("Security Instrument") is given this **25th** day of **June, 2020.** The Mortgagor is **MARK L. ANDERSON, HUSBAND and GLENDA ANDERSON, WIFE**, whose address is **1910 16TH STREET, CALERA, AL 35040** ("Borrower"). This Security Instrument is given to **the Secretary of Housing and Urban Development**, whose address is **451 Seventh Street SW, Washington, DC 20410** (herein "Lender"). Borrower owes Lender the principal sum of **FOUR THOUSAND EIGHT HUNDRED NINETY FIVE AND 44/100** Dollars (U.S. **$4,895.44**). 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 **November 1, 2047**.

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 mortgages, grants and conveys to Lender and Lender's successors and assigns 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;

which has the address of **1910 16TH STREET, CALERA, AL 35040** ("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."

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BORROWER COVENANTS that Borrower is lawfully seised 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 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 of Borrower in this Security Instrument. The notice shall specify: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is given to Borrower, by which such

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breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of 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 nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Security Instrument to be immediately due and payable 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 reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender invokes the power of sale, Lender shall give a copy of a notice of sale to Borrower in the manner provided in paragraph 4 hereof. 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 said 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) the excess, if any, to the person or persons legally entitled thereto.

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 Promissory 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.

10. Bankruptcy Discharge. If Borrower, subsequent to **June 25, 2020**, receives a discharge in a Chapter 7 bankruptcy, and there is no valid reaffirmation agreement of the underlying debt, Lender will not attempt to re-establish any personal liability for the underlying debt.

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

Mark L. Anderson — Date: 07-02-20

MARK L. ANDERSON -Borrower

Glenda Anderson — Date: 07-02-2020

GLENDA ANDERSON -Borrower

[Space Below This Line For Acknowledgments]

State of Alabama

County of St. Clair

I, Stephanie L. Newton Notary Public, hereby certify that
(please print name)

MARK L. ANDERSON and GLENDA ANDERSON, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same

bears Date. Given under my hand this 2nd day of July, A. D. 2020.

Stephanie L. Newton
(signature of officer)

Stephanie L. Newton
(printed name of officer)

My commission expires: STEPHANIE L. NEWTON My Commission Expires September 24, 2022

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Exhibit "A"

Loan Number: **652159385**

Property Address: **1910 16TH STREET, CALERA, AL 35040**

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA: A PARCEL OF LAND LYING AT THE SOUTHWEST CORNER OF 16TH STREET AND 19TH AVENUE IN CALERA, ALABAMA AND BEING LOTS 19, 18 AND PART OF 17 BLOCK 266 DUNSTANS MAP OF CALERA AN UNRECORDED MAP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 18, BEING AN IRON PIN SET, SAID POINT LYING ON THE WEST RIGHT OF WAY 16TH STREET; THENCE RUN NORTH ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 90.58 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE LEFT OF 77 DEGREES 22 MINUTES 21 SECONDS AND RUN WESTERLY AND ALONG THE SOUTH RIGHT OF WAY OF 19TH AVE FOR A DISTANCE OF 139.36 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE LEFT OF 98 DEGREES 35 MINUTES 35 SECONDS AND RUN SOUTHERLY ALONG THE EAST MARGIN OF AN UN-OPEN ALLEY FOR A DISTANCE OF 145.44 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE LEFT OF 111 DEGREES 46 MINUTES 19 SECONDS AND RUN NORTHEASTERLY FOR A DISTANCE 106.37 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE RIGHT OF 28 DEGREES 17 MINUTES 50 SECONDS AND RUN EAST FOR A DISTANCE OF 45.69 FEET TO THE POINT OF COMMENCEMENT SUBJECT TO: ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD. THE PROCEEDS OF THIS LOAN HAVE BEEN APPLIED TO THE REFINANCE OF THE PROPERTY.

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