

20210809000383260  
08/09/2021 07:56:10 AM  
MORT 1/6

Recording Requested By/Return To:  
**U.S. BANK FULFILLMENT  
SERVICES  
999 TECH ROW, #200  
MADISON HEIGHTS, MICHIGAN  
48071**

This Instrument Prepared By:

  
**U.S. BANK NATIONAL  
ASSOCIATION  
4801 FREDERICA ST      Kevin Bunch  
OWENSBORO, KENTUCKY 42301**

**SOURCE OF TITLE DEED  
INSTRUMENT NO.  
20130627000262370**

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

## **PARTIAL CLAIM MORTGAGE**

FHA Case Number 011-7716073

**Property Address: 7874 HIGHWAY 51, STERRETT, ALABAMA 35147-0000**

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on the date of execution. The Mortgagor is DERICK W FANT AND HEATHER M FANT, HUSBAND AND WIFE, whose address is 7874 HIGHWAY 51, STERRETT, ALABAMA 35147-0000 ("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 ELEVEN THOUSAND FOUR HUNDRED FORTY-FOUR AND 71/100THS Dollars (U.S. \$11,444.71).

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 01, 2043.

**Notwithstanding the foregoing or any other provisions contained herein, if personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower and Lender understand and agree that nothing contained herein with respect to any amounts payable under this Note, shall be construed to impose personal liability to repay any**



Loan Number 6850507404

such obligation in violation of such discharge. Borrower and Lender further understand and agree that to the extent that such personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower is entering into this Note voluntarily for the benefits to be obtained thereby and not as an affirmation of the debt evidenced by the primary Note, and that this Note, or any actions taken by the Lender in relation to this Note, does not constitute a demand for payment or any attempt to collect any such previously discharged obligation.

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:

**LEGAL DESCRIPTION:**

THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF SHELBY, CITY OF STERRETT AND STATE OF ALABAMA, DESCRIBED AS FOLLOWS: A PARCEL OF LAND IN SW 1/4 OF NE 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 29, THENCE RUN WEST ALONG THE SOUTH 1/4 1/4 LINE A DISTANCE OF 583.6 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF SHELBY COUNTY HIGHWAY NO. 51; THENCE RUN NORTH 37 DEGREES 44' 20" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 359.7 FEET; THENCE RUN SOUTH 51 DEGREES 57' EAST A DISTANCE OF 461.5 FEET TO THE POINT OF BEGINNING. PARCEL ID: 08-09-29-0-001-054.001

Tax Parcel No.:

08-09-29-0-001-054.001

which has the address of 7874 HIGHWAY 51, STERRETT, ALABAMA 35147-0000 ("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,



**Loan Number 6850507404**

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 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.

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 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: U.S. Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 7th Street S.W.,



**Loan Number 6850507404**

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, in accordance with Paragraph 4 of this Security Instrument, prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument, as required by applicable law. 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 Paragraph 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in Paragraph 4. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in SHELBY County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this 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) any excess to the person or persons legally





Loan Number 6850507404

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 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.

8. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower for the actual costs and fees of recordation of the release where recordation is the Borrower's responsibility under applicable law.

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

THIS INSTRUMENT WAS PREPARED BY (Name) Kevin Bunch  
(Address) 4801 FREDERICA ST OWENSBORO KENTUCKY 42301.

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.

Derick W. Fant  
Borrower - DERICK W FANT

Date: 7.23.21

Heather M. Fant  
Borrower - HEATHER M FANT

Date: 7.23.21

Loan Number 6850507404

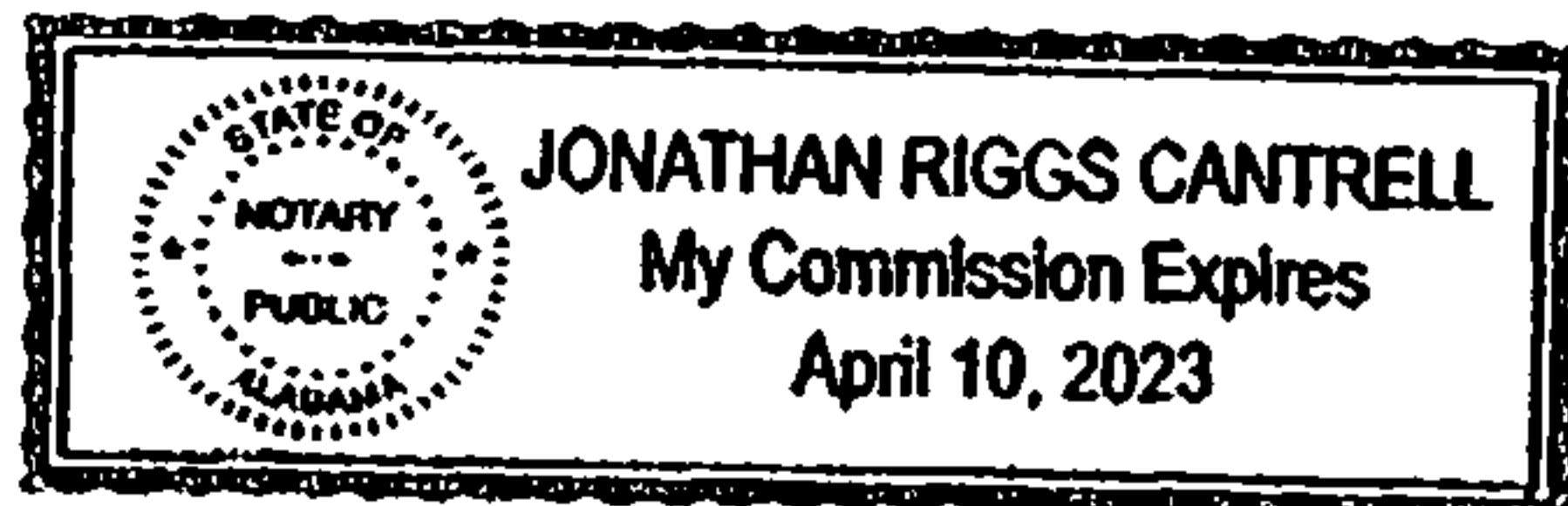
The State of ALABAMA }  
JEFFERSON County }  
Enter County Here

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that **DERICK W FANT** and **HEATHER M FANT**, whose name(s) is/are signed to the foregoing conveyance, and who is/are 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 23<sup>rd</sup> day of July, A.D.  
2021

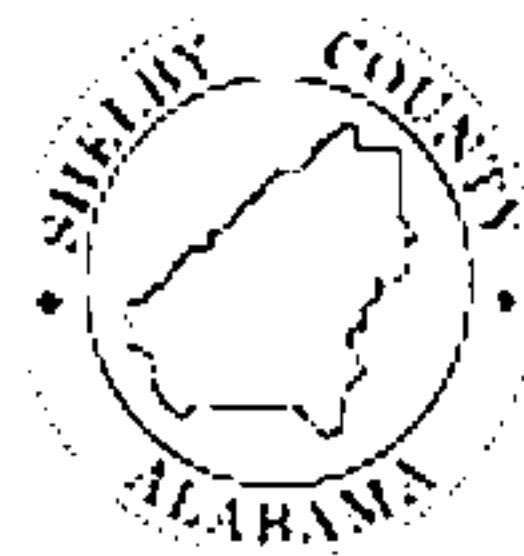
Signature of Notary Public

[SEAL]



My Commission expires:

04/10/2023



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
08/09/2021 07:56:10 AM  
\$38.00 CHERRY  
20210809000383260

*Alexis S. Bayl*

