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01/10/2022 01:25:55 PM
MORT 1/7

Recording Requested By/Return To:
NATIONSTAR MORTGAGE LLC
D/B/A MR. COOPER
999 TECH ROW, #200
MADISON HEIGHTS, MICHIGAN
48071

This Instrument Prepared By:

Karl Otto
Vice President

NATIONSTAR MORTGAGE LLC
D/B/A MR. COOPER
8950 CYPRESS WATERS BLVD.
COPPELL, TX 75019

SOURCE OF TITLE DEED
INSTRUMENT NO.
20190715000250390

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PARTIAL CLAIM MORTGAGE

FHA Case Number 011-7076195703

Property Address: 213 KENSINGTON LN, ALABASTER, ALABAMA 35007

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on the date of execution. The Mortgagor is KARL BUCHHOLZ AND CYDNEY BUCHHOLZ, A MARRIED COUPLE AND ESTATE OF CATHERINE WILKERSON, whose address is 213 KENSINGTON LN, 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 TWENTY-SIX THOUSAND TWO HUNDRED SIXTY-FIVE AND 51/100THS Dollars (U.S. \$26,265.51).

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 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



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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 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 MAY 01, 2041.

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 FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, TO WIT: LOT 7, ACCORDING TO THE SURVEY OF STERLING GATE, SECTOR 1, AS RECORDED IN BOOK 19, PAGE 90, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Tax Parcel No.:

23 2 03 3 002 007.000

which has the address of 213 KENSINGTON LN, ALABASTER, ALABAMA 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 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



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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., 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.



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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 entitled to it.



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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) Karl Otto
(Address) 8950 CYPRESS WATERS BLVD. COPPELL TX 75019. Vice President

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.

Karl Buchholz
Borrower - KARL BUCHHOLZ

Date: 1/4/2022

Cydne Buchholz
Borrower - CYDNEY BUCHHOLZ

Date: 1/4/2022

ESTATE OF CATHERINE WILKERSON
Borrower - ESTATE OF CATHERINE WILKERSON

Date: / /



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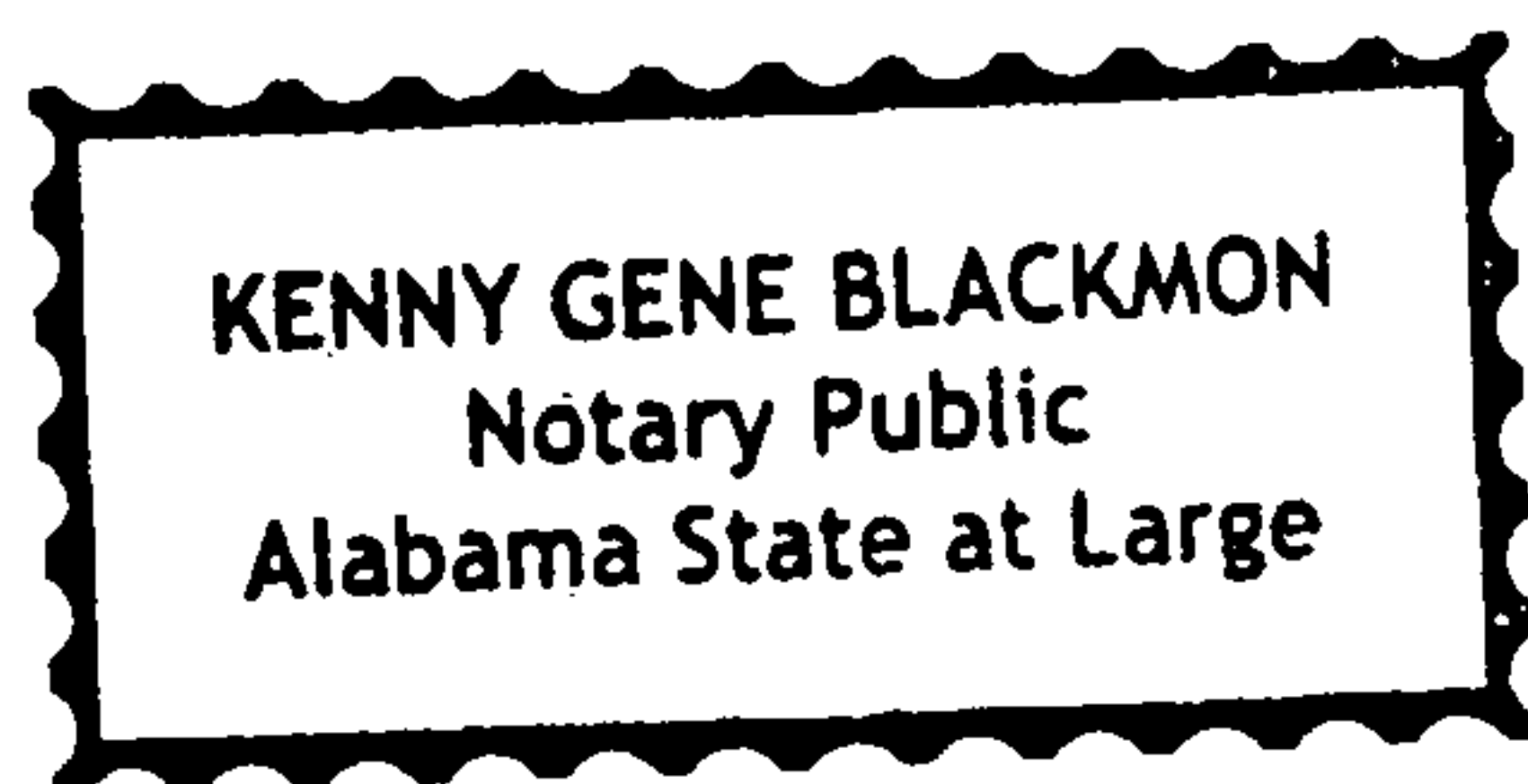
The State of **ALABAMA** }
Shelby County }
Enter County Here

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that **KARL BUCHHOLZ and CYDNEY BUCHHOLZ and ~~ESTATE OF CATHERINE WILKERSON~~**, 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 4th day of January, A.D.
2022. 2022 9GB

[SEAL]

Signature of Notary Public Kenny Gene Blackmon
My Commission expires: 7/23/2024



THE FRONT OF THIS DOCUMENT IS PINK - THE BACK OF THIS DOCUMENT IS BLUE AND HAS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

ALABAMA
Center for Health Statistics
ALABAMA CERTIFICATE OF DEATH State File Number **101 2020-21280**

1. DECEASED LEGAL NAME Catherine Foster Wilkerson				2. DATE AND TIME OF DEATH May 19, 2020 0750	
3. ALIAS NAME (IF ANY) None Given				4. DATE AND TIME PRONOUNCED DEAD	
5. COUNTY OF DEATH Jefferson		6. CITY, TOWN OR LOCATION OF DEATH AND ZIP CODE Birmingham, 35233		7. PLACE OF DEATH University of Alabama Hospital	
8. SEX Female		9. LAST NAME PRIOR TO FIRST MARRIAGE Foster			10. SERVED IN ARMED FORCES No
11. AGE 71	UNDER 1 YEAR MONTHS	UNDER 1 DAY DAYS	12. DATE OF BIRTH Jun 25, 1948	13. BIRTHPLACE (State or Foreign Country) Mississippi	14. SOCIAL SECURITY NUMBER 587-22-7662
15. MARITAL STATUS Married		16. SURVIVING SPOUSE NAME PRIOR TO FIRST MARRIAGE George T Wilkerson Jr			17. RESIDENCE STATE Alabama
18. RESIDENCE COUNTY Shelby		19. CITY, TOWN OR LOCATION AND ZIP CODE Alabaster, 35007		20. STREET ADDRESS 213 Kensington Lane	
21. INFORMANT NAME, RELATIONSHIP AND ADDRESS Cydney Buchholz, Daughter, 213 Kensington Lane, Alabaster, AL 35007					
22. FATHER/PARENT NAME PRIOR TO FIRST MARRIAGE Carl Herbert Foster			23. MOTHER/PARENT NAME PRIOR TO FIRST MARRIAGE Alice Catherine Hitt		
24. DISPOSITION OF BODY Cremation		25. CEMETERY OR CREMATORY Johns-Ridout's Crematory		26. LOCATION Birmingham, Alabama	
27. DATE OF DISPOSITION May 22, 2020		28. FUNERAL DIRECTOR Misty Busic		29. LICENSE NUMBER 06562	30. DATE SIGNED May 22, 2020
31. FUNERAL HOME NAME AND ADDRESS Ridout's Southern Heritage, 475 Cahaba Valley Rd, Pelham, AL 35124					32. LICENSE NUMBER
33. MEDICAL CERTIFICATION: Certifying Physician					
34. NAME Jessica Kempton MD				35. LICENSE NUMBER 34755	36. DATE SIGNED May 28, 2020
37. ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH 619 South Nineteenth Street, Birmingham, Alabama 35233					
38. REGISTRAR Nicole Henderson Rushing					39. DATE FILED May 29, 2020

CAUSE OF DEATH

40. PART I. DISEASES, INJURIES OR COMPLICATIONS THAT CAUSED DEATH					INTERVAL	
IMMEDIATE CAUSE A. Hypoxic respiratory failure DUE TO (OR AS A CONSEQUENCE OF):					Unknown	
UNDERLYING CAUSE	{	B. Pneumonia DUE TO (OR AS A CONSEQUENCE OF):			5 days	
		C. COVID-19 DUE TO (OR AS A CONSEQUENCE OF):			5 days	
		D.				
41. PART II. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH Bacteremia, Hypernatremia						
42. MANNER OF DEATH Natural Causes		43. PREGNANT (IF FEMALE)		44. AUTOPSY No	45. FINDINGS CONSIDERED	46. TOXICOLOGY No
47. FINDINGS CONSIDERED		48. TOBACCO USE CONTRIBUTED TO DEATH No				
49. HOW INJURY OCCURRED						
50. DATE AND TIME OF INJURY			51. INJURY AT WORK		52. IF TRANSPORTATION INJURY, SPECIFY	
53. PLACE OF INJURY			54. LOCATION OF INJURY			

ADPH HS E2/REV 01-16

This is an official certified copy of the original record filed in the Center of Health Statistics, Alabama Department of Public Health, Montgomery, Alabama. 2020-266-839-4

Nicole H. Rushing