

20220511000192490
05/11/2022 08:07:51 AM
MORT 1/6

After recording please return to:
SERVICELINK
ATTN: LOAN MODIFICATION
SOLUTIONS
3220 EL CAMINO REAL
IRVINE, CA 92602

This instrument was prepared by:
PENNYMAC LOAN SERVICES, LLC
JAY BOTELLO
6101 CONDOR DRIVE, SUITE 200
MOORPARK, CA 93021

[Space Above This Line For Recording Data]

220315009

LOAN NO.: 1-5074678

VA Case No: 222260638663
VA Partial Claim No: 222200638663

Investor Loan No: 0210543231

ALABAMA MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 15, 2021. The Mortgagor is **GARY STEPHEN MADDOX, SINGLE MAN**

Whose address is **309 SEASON ROAD, STERRETT, AL 35147**

("Borrower"). This Security Instrument is given to the Secretary of Veteran Affairs, an Officer of the United States, whose address is 3401 West End Avenue, Suite 760W Nashville, TN 37203 ("Lender"). Borrower owes Lender the principal sum, as calculated under Title 38 Code of Federal Regulations ("C.F.R."), Section 36.4805(e), of **Twenty Nine Thousand Four Hundred Eighty Three and 94/100ths Dollars (U.S. \$29,483.94)**. 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 **March 1, 2043**.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

PIN #: 083060000006009

which has the address of **309 SEASON ROAD, STERRETT, AL 35147**, ("Property Address");

THIS DEBT is evidenced by Borrower's Note, dated the same date as this Security Instrument ("Note"), which provides that the repayment of the full principal sum is required immediately upon: (1) the transfer of title to the Property secured by the Security Instrument; or (2) the refinancing or payment in full otherwise, of all amounts due



under the primary Note and related mortgage, deed of trust or similar Security Instruments guaranteed by the Secretary, with which the Note and this Subordinate Mortgage are associated.

BORROWER MAY make payments for this subordinate loan, in whole or in part, without charge or penalty. If Borrower makes a partial prepayment there will be no changes in the due date unless Lender agrees in writing to those changes.

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:

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 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: BSI Financial Services, Attn: Payments, P.O. Box 679002, Dallas, TX 75267 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 Note, 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 Secretary under this paragraph or applicable law.

Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in the Note or this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the 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 non-existence of a default or any other defense of Borrower to acceleration and sale. 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 Section 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. 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.

8. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted 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.



**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

CAUTION — IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

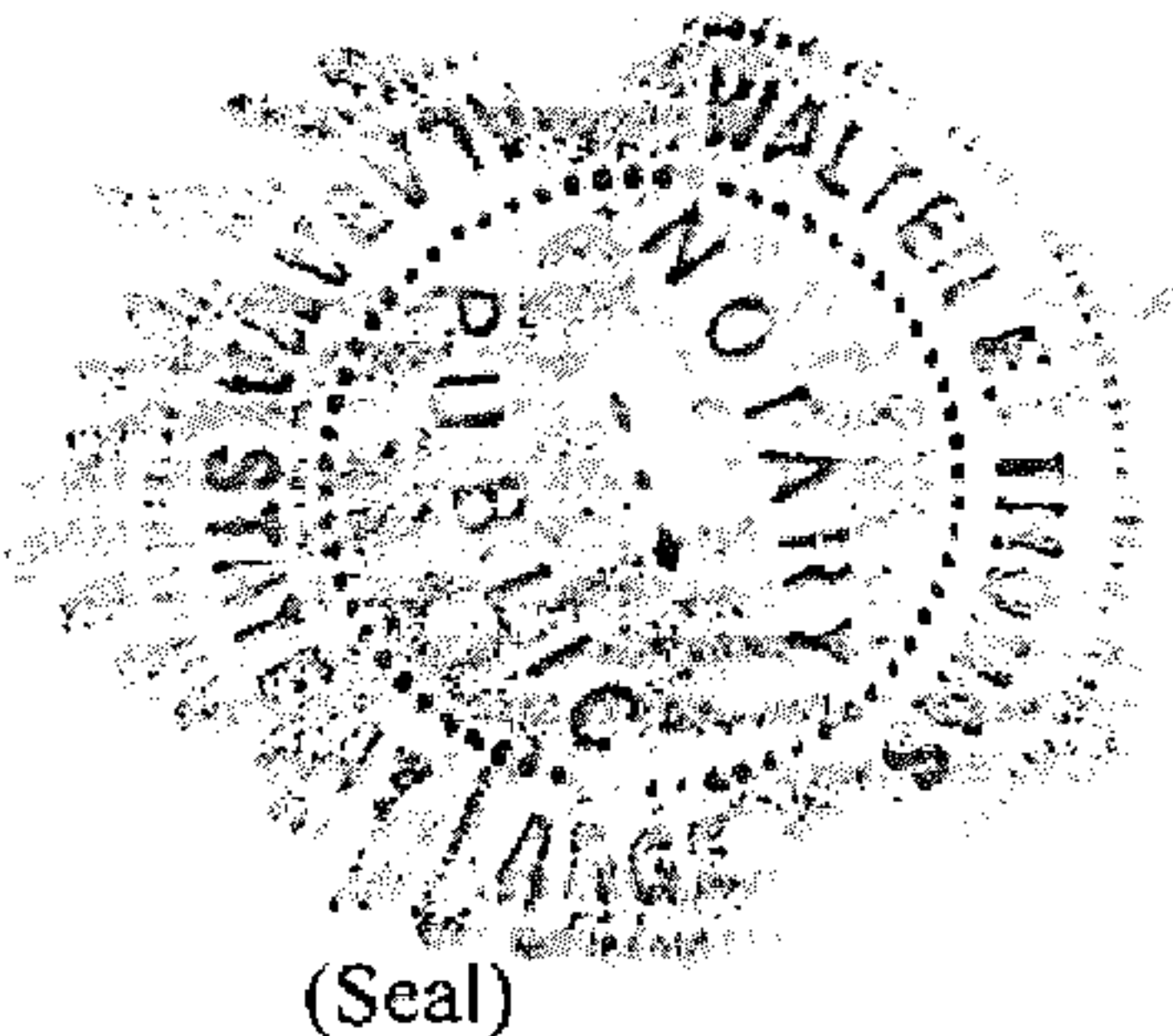
Gary Stephen Maddox Date: 12/22/2021
Borrower - GARY STEPHEN MADDOX

ACKNOWLEDGMENT

State of Alabama §
County of Shelby §
§

I, Walter E Thomas hereby certify that GARY STEPHEN MADDOX 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 22nd day of Dec., A. D. 2021.



Walter E Thomas
Signature of Officer

Walter E Thomas
Printed Name

Notary
Title of Officer

My Commission Expires 5/28/24

Loan Originator Organization: PennyMac Loan Services, LLC, NMLSR ID: 35953
Individual Loan Originator's Name NMLSR ID: N/A



EXHIBIT A

BORROWER(S): GARY STEPHEN MADDOX

LOAN NUMBER: 1-5074678

LEGAL DESCRIPTION:

STATE OF ALABAMA, COUNTY OF SHELBY, AND DESCRIBED AS FOLLOWS:

PARCEL 1: A LOT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID QUARTER - QUARTER SECTION RUN SOUTH ALONG THE EAST LINE OF SAID QUARTER - QUARTER SECTION FOR A DISTANCE OF 270.9 FEET TO THE POINT OF BEGINNING OF SUBJECT PARCEL OF LAND, FROM SAID POINT THUS ESTABLISHED CONTINUE SAID COURSE ALONG SAID LINE FOR 475 FEET, THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES AND RUN FOR 155.4 FEET, THENCE TURN AN ANGLE TO THE RIGHT OF 80 DEGREES 04 MINUTES AND RUN FOR 512.5 FEET, THENCE TURN AN ANGLE TO THE RIGHT OF 106 DEGREES 55 MINUTES AND RUN FOR 245.6 FEET AND BACK TO THE POINT OF BEGINNING, ALSO, AN EASEMENT FOR INGRESS AND EGRESS TO SUBJECT PARCEL OF LAND DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF THE ABOVE STATED QUARTER - QUARTER SECTION RUN SOUTH ALONG THE EAST QUARTER - QUARTER LINE FOR 270.9 FEET, THENCE DEFLECT AN ANGLE TO THE RIGHT OF 106 DEGREES 55 MINUTES AND RUN FOR 71 FEET TO THE CENTER OF AN EXISTING UNPAVED ROAD AND THE POINT OF BEGINNING OF SAID EASEMENTS WITH SAID EASEMENTS BEING 10 FEET EITHER SIDE OF A LINE DESCRIBED AS FOLLOWS, FROM SAID POINT OF BEGINNING THUS ESTABLISHED RUN NORTH 27 DEGREES 28 MINUTES WEST FOR 52.6 FEET, RUN THENCE NORTH 15 DEGREES 28 MINUTES WEST FOR 239 FEET, RUN THENCE NORTH 04 DEGREES 01 MINUTES FOR 313 FEET, RUN THENCE NORTH 19 DEGREES 03 MINUTES EAST FOR 97 FEET TO A POINT ON THE SOUTHERLY MARGIN OF AN UNPAVED PUBLIC ROAD, TOGETHER WITH NON - EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN DEED BOOK 301, PAGE 165, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. PARCEL II: A PARCEL OF LAND IN THE N 1/2 OF THE SW 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: COMMENCE FOR THE POINT OF BEGINNING AT THE NE CORNER OF THE NW 1/4 OF THE SW 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 1 EAST; RUN THENCE NORTH 89 DEG. 25 MIN. 03 SEC. EAST FOR 59.97 FEET; RUN THENCE SOUTH 00 DEG. 12 MIN. 13 SEC. WEST FOR 270.01 FEET; RUN THENCE SOUTH 89 DEG. 27 MIN., 21 SEC. WEST FOR 162.49 FEET, MORE OR LESS, TO THE SHORELINE OF A LAKE RUN THENCE NORTH 33 DEG. 50 MIN. 18 SEC. WEST ALONG SAID SHORELINE FOR 104.75 FEET; RUN THENCE NORTH 16 DEG. 33 MIN. 29 SEC. WEST ALONG SAID SHORELINE FOR 52.01 FEET; RUN THENCE NORTH 05 DEG. 24 MIN. 20 SEC. WEST ALONG SAID SHORELINE FOR 44.08 FEET; RUN THENCE NORTH 09 DEG. 36 MIN. 47 SEC. WEST ALONG SAID SHORELINE FOR 74.00 FEET RUN THENCE NORTH 37 DEG. 01 MIN. 18 SEC. WEST ALONG SAID SHORELINE FOR 4.11 FEET; RUN THENCE NORTH 65 DEG. 14 MIN. 23 SEC. EAST FOR 29.45 FEET, MORE OR LESS, TO A POINT THAT IS SOUTH 89 DEG. 26 MIN. 57 SEC. WEST AND 168.88 FEET FROM THE POINT OF BEGINNING; RUN THENCE NORTH 89 DEG. 26 MIN. 57 SEC. EAST FOR 168.88 FEET TO THE

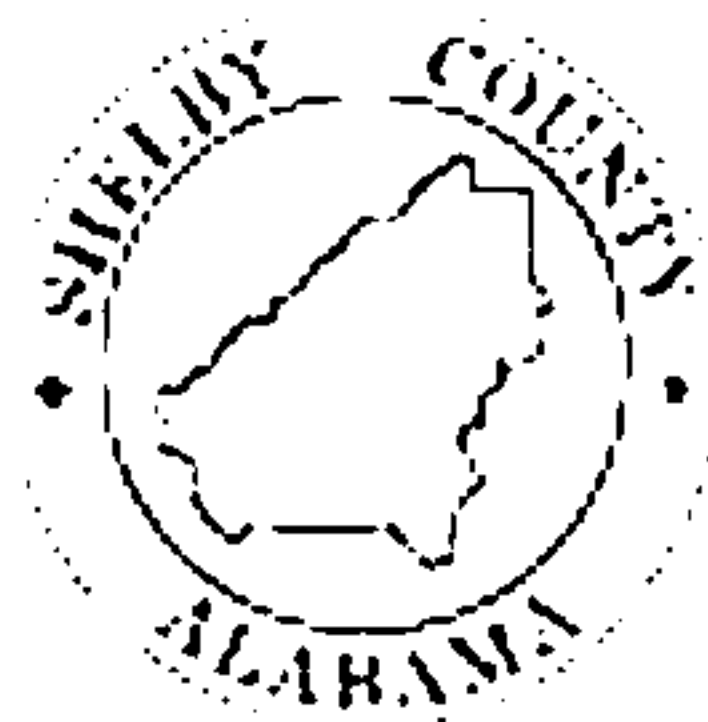


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**POINT OF BEGINNING. SAID LAND BEING IN THE SW 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH,
RANGE 1 EAST, SHELBY COUNTY, ALABAMA.**

PIN #: 08306000006009

ALSO KNOWN AS: 309 SEASON ROAD, STERRETT, AL 35147



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/11/2022 08:07:51 AM
\$38.00 JOANN
20220511000192490**

Allie S. Bayl

