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SOLUTIONS
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20221215000452340
12/15/2022 12:15:56 PM
MORT 1/6

This instrument was prepared by:
M&T BANK
DESIREE SCHROEDER
475 CROSSPOINT PKWY
GETZVILLE, NY 14068

Source of Title: INSTRUMENT NUMBER **20170421000137220**

[Space Above This Line For Recording Data]_____
Investor Loan No: 0225627617
FHA Case #: 000118625869703

220490208-MT

Loan No.: 0102061819

199856

ALABAMA MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **November 14, 2022**. The Mortgagor is **DAVID BERNATSKI, A SINGLE MAN AND ASHLEY BERNATSKI, A SINGLE WOMAN**
Whose address is **162 LINWOOD RD, STERRETT, AL 35147**

("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of **Thirty Six Thousand Four Hundred Thirty Nine and 25/100ths Dollars (U.S. \$36,439.25)**. 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 **February 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**:

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

PIN #: 09 5 21 0 000 001.139

which has the address of **162 LINWOOD RD, STERRETT, AL 35147**, ("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 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 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.

Borrower Ashley Bernatski - DAVID BERNATSKI Date: 11/25/2022
Borrower Ashley Bernatski - ASHLEY BERNATSKI *SIGNING SOLELY TO
ACKNOWLEDGE THIS AGREEMENT, BUT NOT TO
INCUR ANY PERSONAL LIABILITY FOR THE DEBT

ACKNOWLEDGMENT

State of Alabama §
County of Shelby §

I, Priscilla McDonald hereby certify that ~~DAVID BERNATSKI~~ AND ASHLEY BERNATSKI 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 25 day of November, A. D. 2022.



(Seal)

Priscilla McDonald
Signature of Officer

Priscilla McDonald
Printed Name

notary public state of Alabama
Title of Officer

My Commission Expires: 9/16/2024

Loan Originator Organization: LAKEVIEW LOAN SERVICING, LLC by its attorney-in-fact M&T Bank,
NMLSR ID: N/A
Individual Loan Originator's Name NMLSR ID: N/A



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.

Borrower DAVID BERNATSKI

Date: 11 / 23 / 2022

Borrower ASHLEY BERNATSKI *SIGNING SOLELY TO
ACKNOWLEDGE THIS AGREEMENT, BUT NOT TO
INCUR ANY PERSONAL LIABILITY FOR THE DEBT

Date: / /

ACKNOWLEDGMENT

State of ALABAMA

§
§
§

County of SHELBY

I, JOHN ROBIN MASON hereby certify that DAVID BERNATSKI ^{JRM} ~~AND ASHLEY~~ BERNATSKI 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 23RD day of NOVEMBER, A. D. 2022.



John Robin Mason
Notary Public
My Commission Expires
June 1, 2025

John Robin Mason
Signature of Officer

JOHN ROBIN MASON
Printed Name

NOTARY PUBLIC ALABAMA STATE
Title of Officer

(Seal)

My Commission Expires: 06/01/2025

Loan Originator Organization: LAKEVIEW LOAN SERVICING, LLC by its attorney-in-fact M&T Bank,
NMLSR ID: N/A
Individual Loan Originator's Name NMLSR ID: N/A



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EXHIBIT A

BORROWER(S): DAVID BERNATSKI, A SINGLE MAN AND ASHLEY BERNATSKI, A SINGLE WOMAN

LOAN NUMBER: 0102061819

LEGAL DESCRIPTION:

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

LOT 410, ACCORDING TO THE SURVEY OF FOREST PARKS, 4TH SECTOR, 1ST PHASE, AS RECORDED IN MAP BOOK 23, PAGE 99 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PIN #: 09 5 21 0 000 001.139

ALSO KNOWN AS: 162 LINWOOD RD, STERRETT, AL 35147



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/15/2022 12:15:56 PM
\$38.00 PAYGE
20221215000452340

Alli S. Bayl

