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

This Instrument Prepared By:

**Amy Bell**

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

**SOURCE OF TITLE DEED  
INSTRUMENT NO.  
20131008000103230**

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## **PARTIAL CLAIM MORTGAGE**

FHA Case Number 011-7736691

**Property Address: 409 SHELBY FOREST DR, CHELSEA, ALABAMA 35043-0000**

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on the date of execution. The Mortgagor is DANIEL T WEAR AND ASHLEY B WEAR, HUSBAND AND WIFE, whose address is 409 SHELBY FOREST DR, CHELSEA, ALABAMA 35043-0000 ("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 EIGHT THOUSAND TWO HUNDRED SIXTY-SEVEN AND 73/100THS Dollars (U.S. \$8,267.73).

**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 the primary Note has been discharged in bankruptcy, Borrower is entering into this Note**



Loan Number 6850515734

**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 OCTOBER 01, 2043.

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 CHELSEA AND STATE OF ALABAMA, DESCRIBED AS FOLLOWS: LOT 56, ACCORDING TO THE SURVEY OF SHELBY FOREST ESTATES, AS RECORDED IN MAP BOOK 21, PAGE 117A AND 117B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. PARCEL ID: 15 4 17 0 000 005.018

Tax Parcel No.:

15 4 17 0 000 005.018

which has the address of 409 SHELBY FOREST DR, CHELSEA, ALABAMA 35043-0000 ("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, 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



Loan Number 6850515734

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.



Loan Number 6850515734

**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. Remedies.**

**(a) Notice of Default.** Lender will give a notice of default to Borrower following Borrower's breach of any covenant or agreement in this Security Instrument. The notice will specify, in addition to any other information required by applicable law: (i) the default; (ii) the action required to cure the default; (iii) that failure to cure the default on or before the date specified in the notice may result in the sale of the Property; and (iv) Borrower's right to bring a court action to deny the existence of a default or to assert any other defense of Borrower to the sale.

**(b) Power of Sale; Expenses.** If the default is not cured on or before the date specified in the notice, Lender, without further demand, may invoke the power of sale and any other remedies permitted by applicable law. Lender will be entitled to collect all expenses incurred in pursuing its remedies, including, but not limited to: (i) reasonable attorneys' fees and costs; and (ii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

**(c) Notice of Sale; Sale of Property.** If Lender invokes the power of sale, Lender will give a copy of any notice to Borrower required by applicable law. Lender will publish the notice of sale once a week for three consecutive weeks in a newspaper published in SHELBY County, Alabama, and will then sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender will deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. The proceeds of the sale will 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.





Loan Number 6850515734

**(d) Attorney's Fees and Costs of Collection.** If the Note or this Security Instrument is considered a contract for a consumer credit transaction under applicable law, then the following provisions apply to any provision in the Note or this Security Instrument that requires Borrower to pay attorney's fees incurred by Lender: (i) Borrower will only be required to pay reasonable attorney's fees of Lender if the attorney is not a salaried employee of Lender and (ii) after default and referral of the Note or Security Instrument to an attorney, Borrower will only be required to pay reasonable attorney's fees of Lender up to a maximum amount of 15 percent of the unpaid debt evidenced by the Note.

**(e) Secretary's Remedies.** Notwithstanding the foregoing paragraphs (a)-(d), 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, 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 will deprive the Secretary of any rights otherwise available to a Lender under this section 7 or applicable law.

**8. Release.** Upon payment of all sums secured by this Security Instrument, Lender will release this Security Instrument. Borrower will pay any recordation costs associated with such release. 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.

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

**Amy Bell**

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

Daniel T. Wear  
Borrower - DANIEL T WEAR

Date: 3 / 8 / 23

Ashley B. Wear  
Borrower - ASHLEY B WEAR

Date: 3 / 8 / 23



Loan Number 6850515734

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 **DANIEL T WEAR** and **ASHLEY B WEAR**, 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 8 day of March, A.D.  
2023.

[SEAL]



[Signature]  
Signature of Notary Public

My Commission expires: 07/01/25



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
03/22/2023 02:18:22 PM  
\$38.00 JOANN  
20230322000079270

Alex S. Bayl

