

Source of Title

Deed Book N/A

Page N/A

Instrument No. 20200219000066520

After Recording Return To:

RUTH RUHL, P.C.

Recording Department

12700 Park Central Drive, Suite 850

Dallas, Texas 75251

This Document Prepared By:

Ruth Ruhl, Esquire

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12700 Park Central Drive, Suite 850

Dallas, TX 75251

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Loan No.: 0031839293

Investor Loan No.: 0229648043

FHA Case No.: 011-8347100

PARTIAL CLAIM MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on June 5th, 2023. The Mortgagor is LOUIE J FAULKNER and WHITNEE FAULKNER, HUSBAND AND WIFE, whose address is 104 MERRYWOOD LN, STERRETT, Alabama 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 ten thousand one hundred eighty two and 13/100 Dollars (U.S. \$10,182.13). 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 1st, 2051. 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 2 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 the following described property located in SHELBY County, Alabama.

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SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.
which has the address of 104 MERRYWOOD LN, STERRETT, Alabama 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 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.

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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. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration unless Applicable Law provides otherwise). 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 in the manner provided in Section 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.

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.

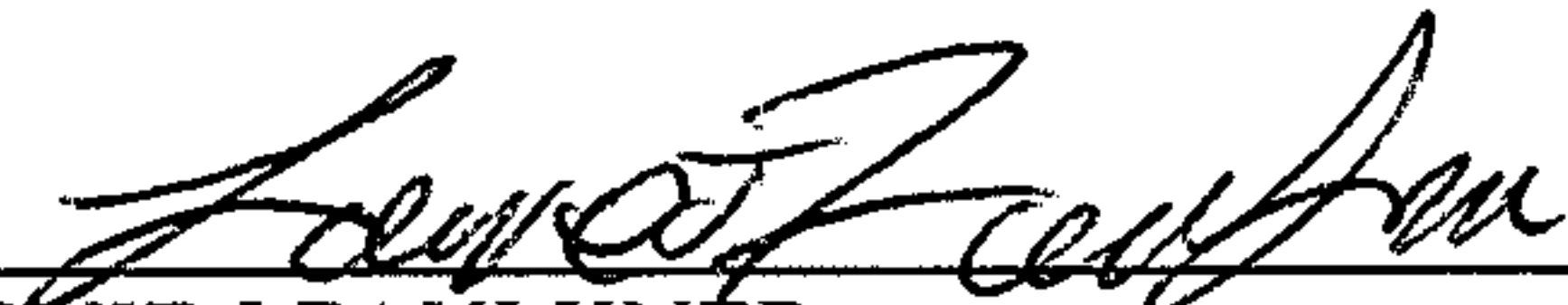
8. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered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

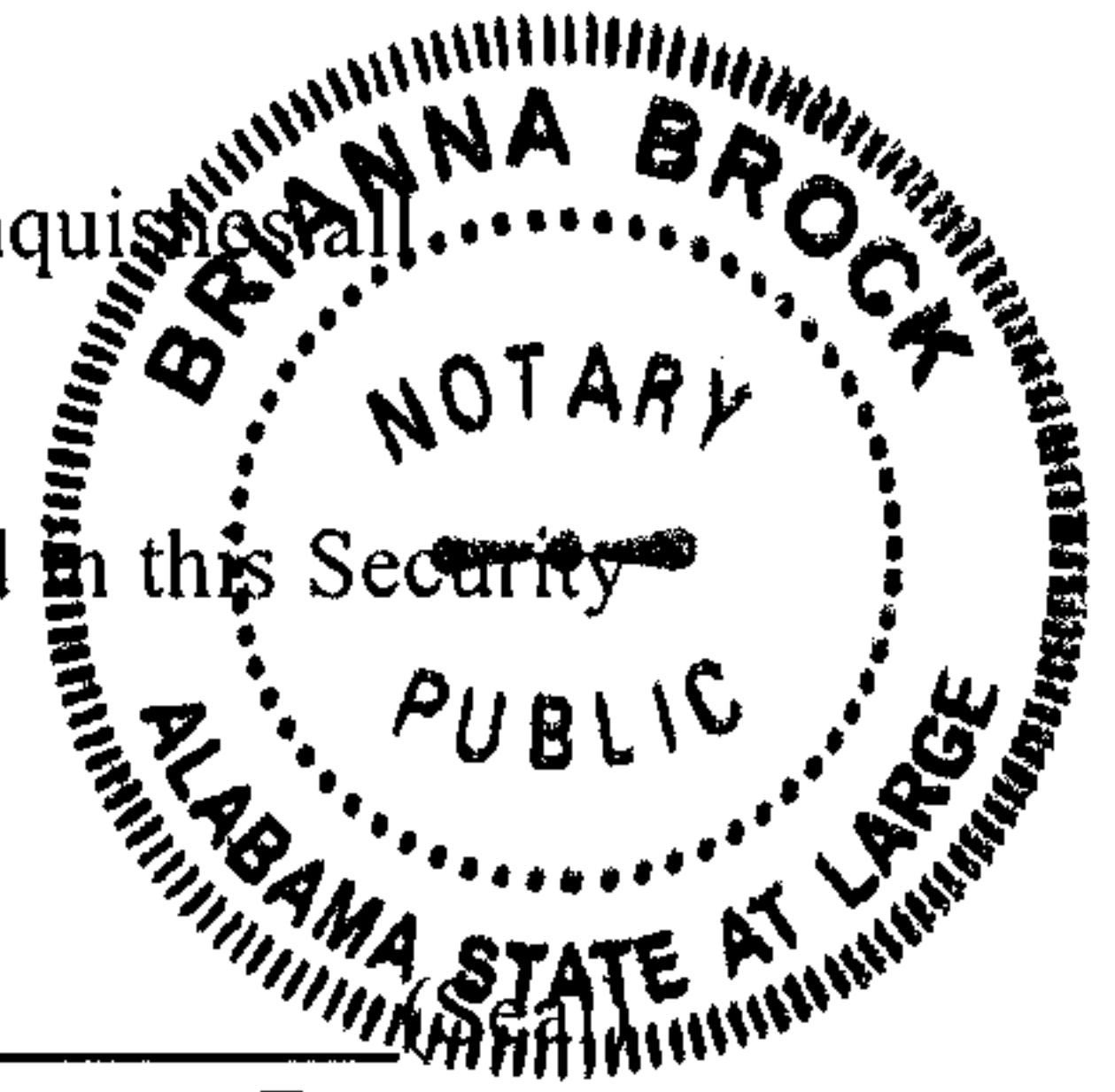
Loan No.: 0031839293

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

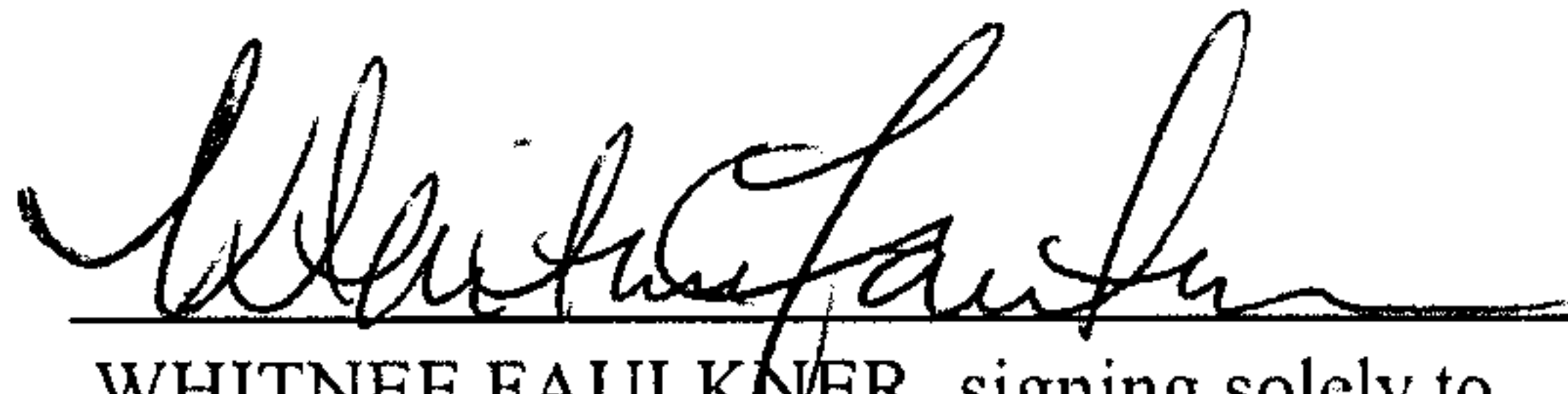
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

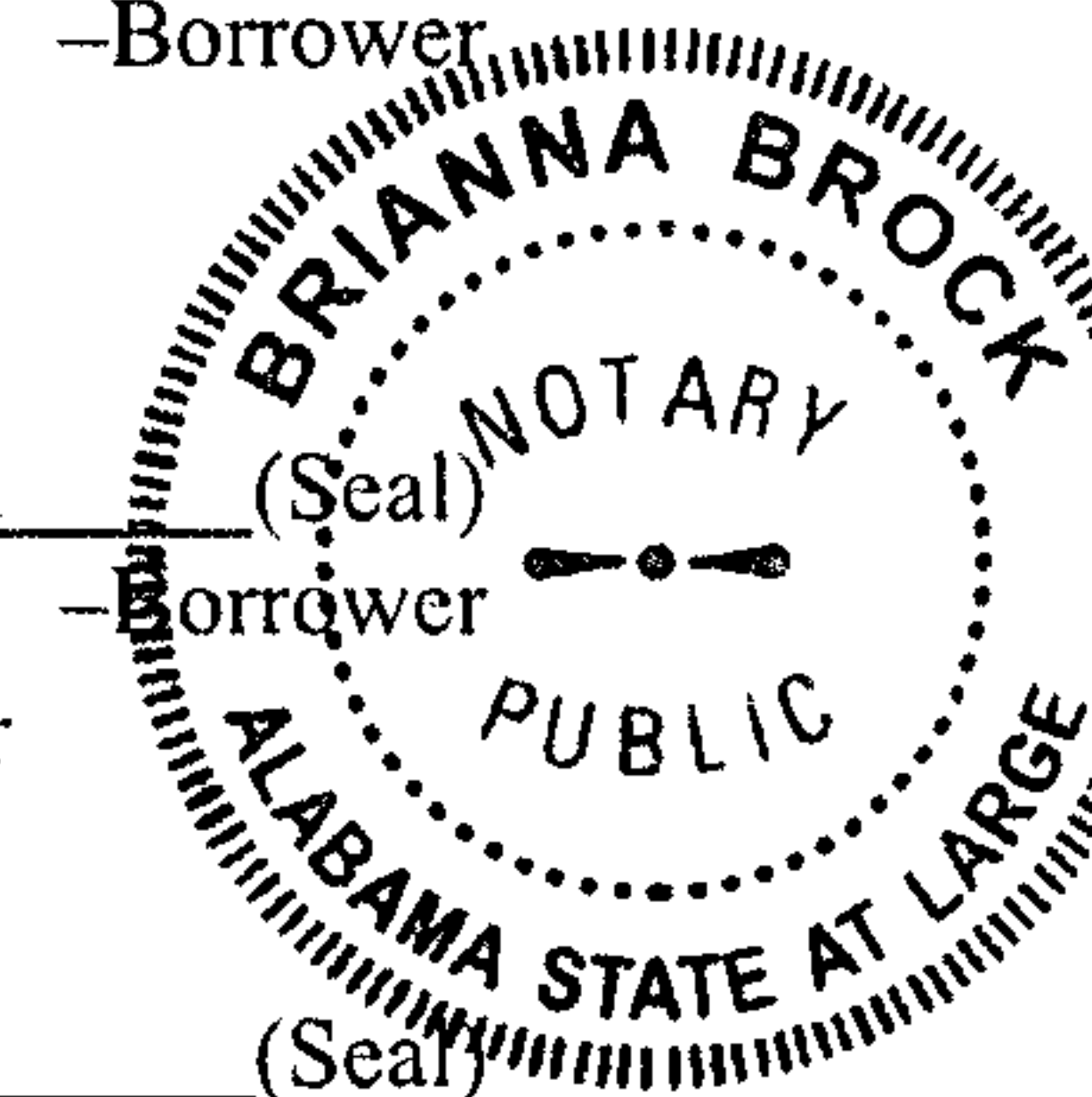
6/28/2023
Date


LOUIE J FAULKNER -Borrower



6/28/23
Date


WHITNEE FAULKNER, signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt



Date

-Borrower

Date

-Borrower

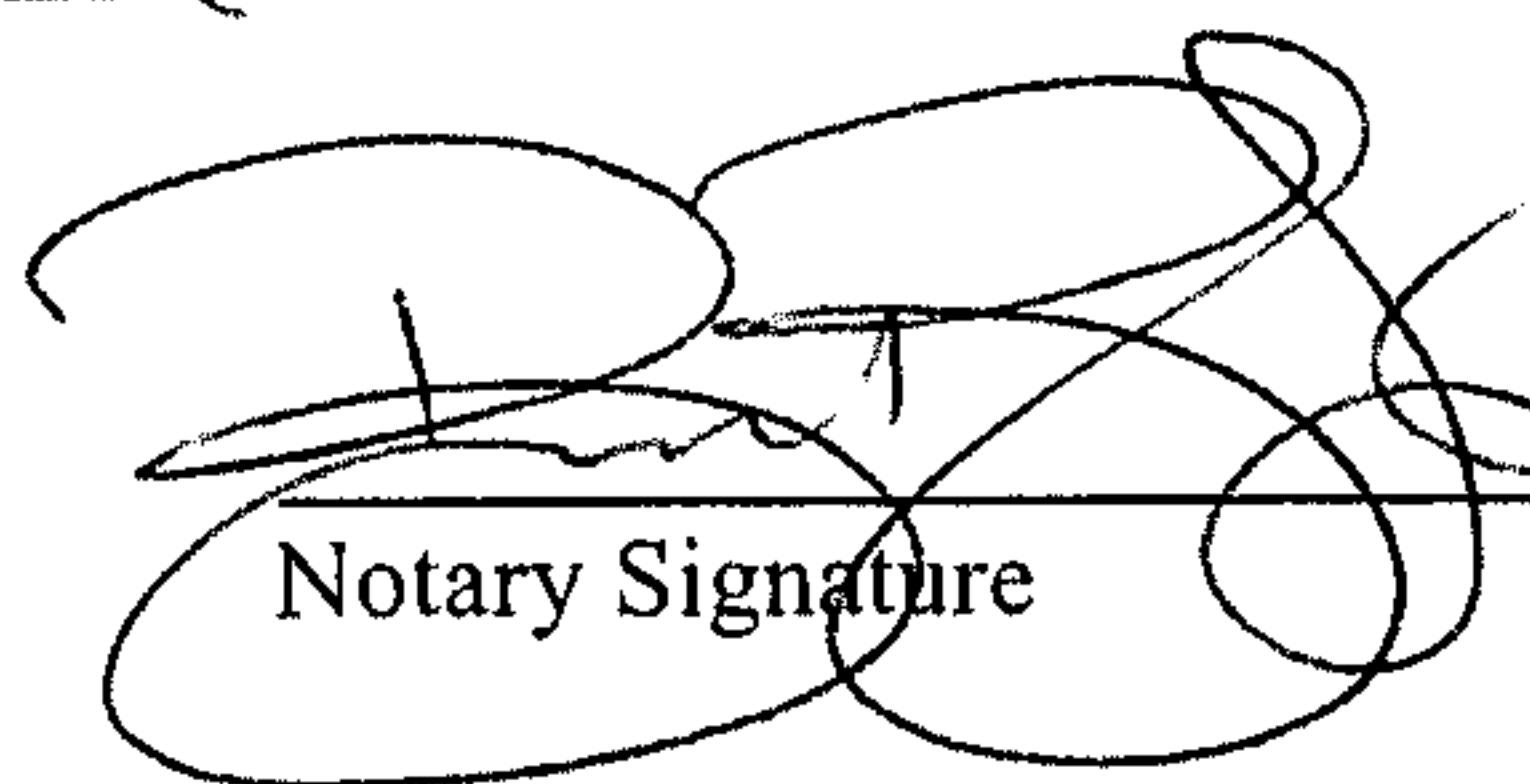
[Space Below This Line for Acknowledgment]

State of Alabama §
County of Jefferson §

I, Brianna Brock Branch Speed, Notary Public [name and style of officer], hereby certify that LOUIE J FAULKNER and WHITNEE FAULKNER

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 28 day of June, 2023 A.D.

(Seal)



Notary Signature

Notary Public
Style of Officer

My Commission Expires: 02/10/2025

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

LOT IV, ACCORDING TO THE MAP AND SURVEY OF FAULKNER ESTATE, SITUATED IN N1/2 OF SE1/4 OF SW1/4 AND N1/2 OF SW1/4 OF SE1/4 OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, WHICH SAID MAP IS RECORDED IN MAP BOOK 20, PAGE 73, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

MAKE: PLATINUM

YEAR: 2017

SIZE: 32X72

SERIAL #: PHAL04108AB

HUD LABELS: NTA1710893 AND NTA1710894

PARCEL ID: 04 6 24 0 000 036.006

COMMONLY KNOWN AS 104 MERRYWOOD LANE, STERRETT, AL 35147

HOWEVER, BY SHOWING THIS ADDRESS NO ADDITIONAL COVERAGE IS PROVIDED

SOURCE OF TITLE DEED INSTRUMENT: 20151002000345930.

EXHIBIT "B"

Loan No.: 0031839293

**PARTIAL CLAIM
BANKRUPTCY DISCLOSURE RIDER**

THIS PARTIAL CLAIM BANKRUPTCY DISCLOSURE RIDER is given on the 5th day of June, 2023, and is incorporated into and shall be deemed to amend and supplement the Note and Security Instrument (collectively the Partial Claim Note and Partial Claim Security Instrument”) of the same date made by LOUIE J FAULKNER and WHITNEE FAULKNER

(the “Borrower”),

and the Secretary of Housing and Urban Development

(the “Lender”),

covering the property described in the Partial Claim Note and Partial Claim Security Instrument located at:

104 MERRYWOOD LN, STERRETT, Alabama 35147

In addition to the covenants and agreements made in the Partial Claim Note and Partial Claim Security Instrument, Borrower and Lender covenant and agree as follows:

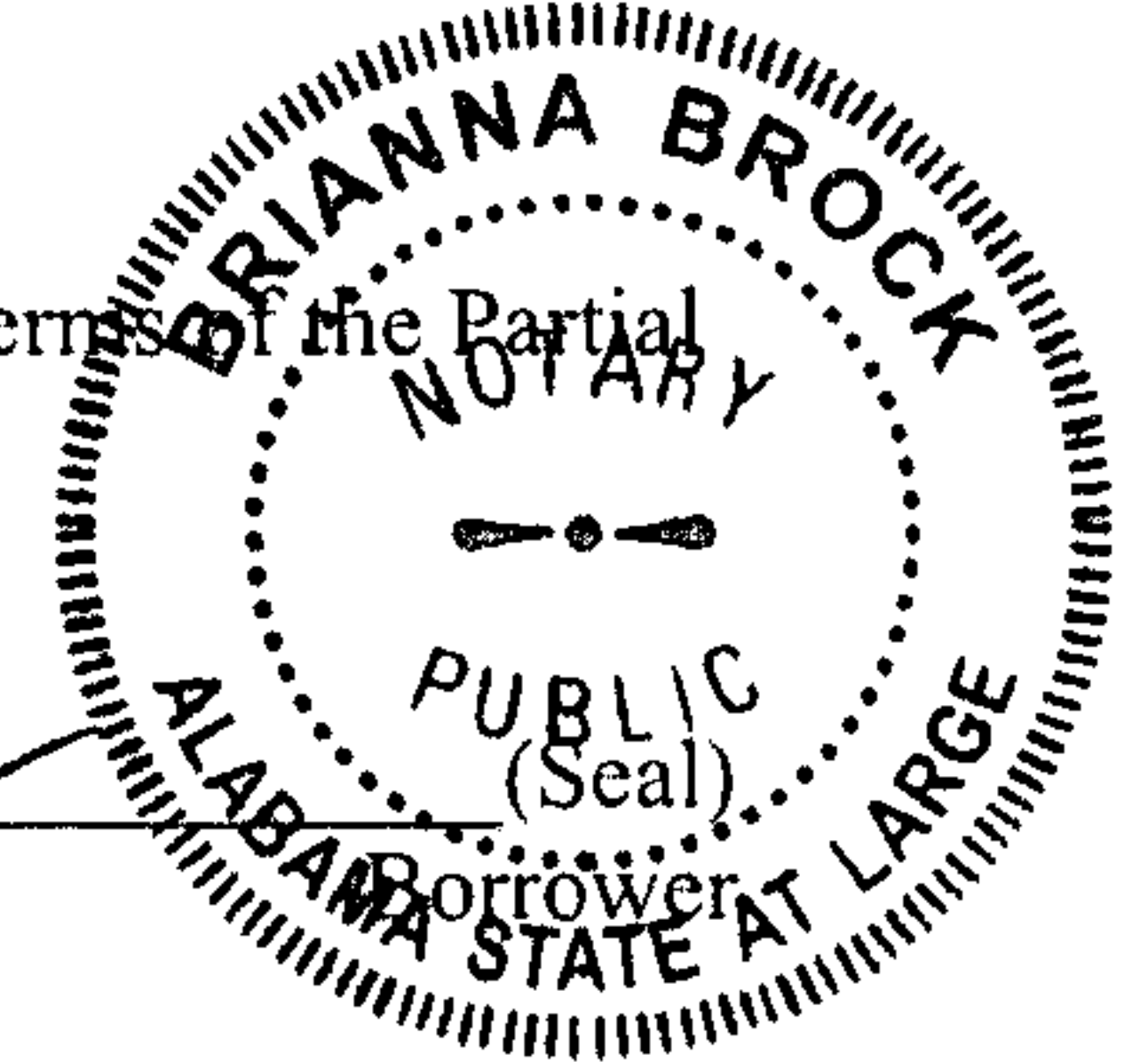
1. Borrower was discharged in a Chapter 7 bankruptcy proceeding **AFTER** the execution of that one certain Note and Security Instrument in the amount of \$ dated , recorded N/A in Book , Page , Instrument No.: , in SHELBY, Alabama.
2. Borrower has or reasonably expects to have the ability to comply with the terms specified in the Partial Claim Note and Partial Claim Security Instrument.
3. The Partial Claim Note and Partial Claim Security Instrument was entered into consensually and will not affect the discharge of Borrower's personal liability with respect to any amount payable under the Note, identified in Paragraph 1, which Partial Claim Note represents a portion of the Note – discharged debt – and, nothing herein shall be construed to impose liability to repay any such obligations where any obligations have been so discharged.
4. Borrower understands and acknowledges that Borrower has had an opportunity to consult an attorney of Borrower's own choosing before Borrower executed the Partial Claim Note, Partial Claim Security Instrument and this Partial Claim Bankruptcy Disclosure Rider, and Borrower has either consulted with an attorney or has declined the opportunity to consult with an attorney.

Loan No.: 0031839293

Except as otherwise specifically provided in this Partial Claim Bankruptcy Disclosure Rider, the terms of the Partial Claim Note and Partial Claim Security Instrument will remain unchanged and in full effect.

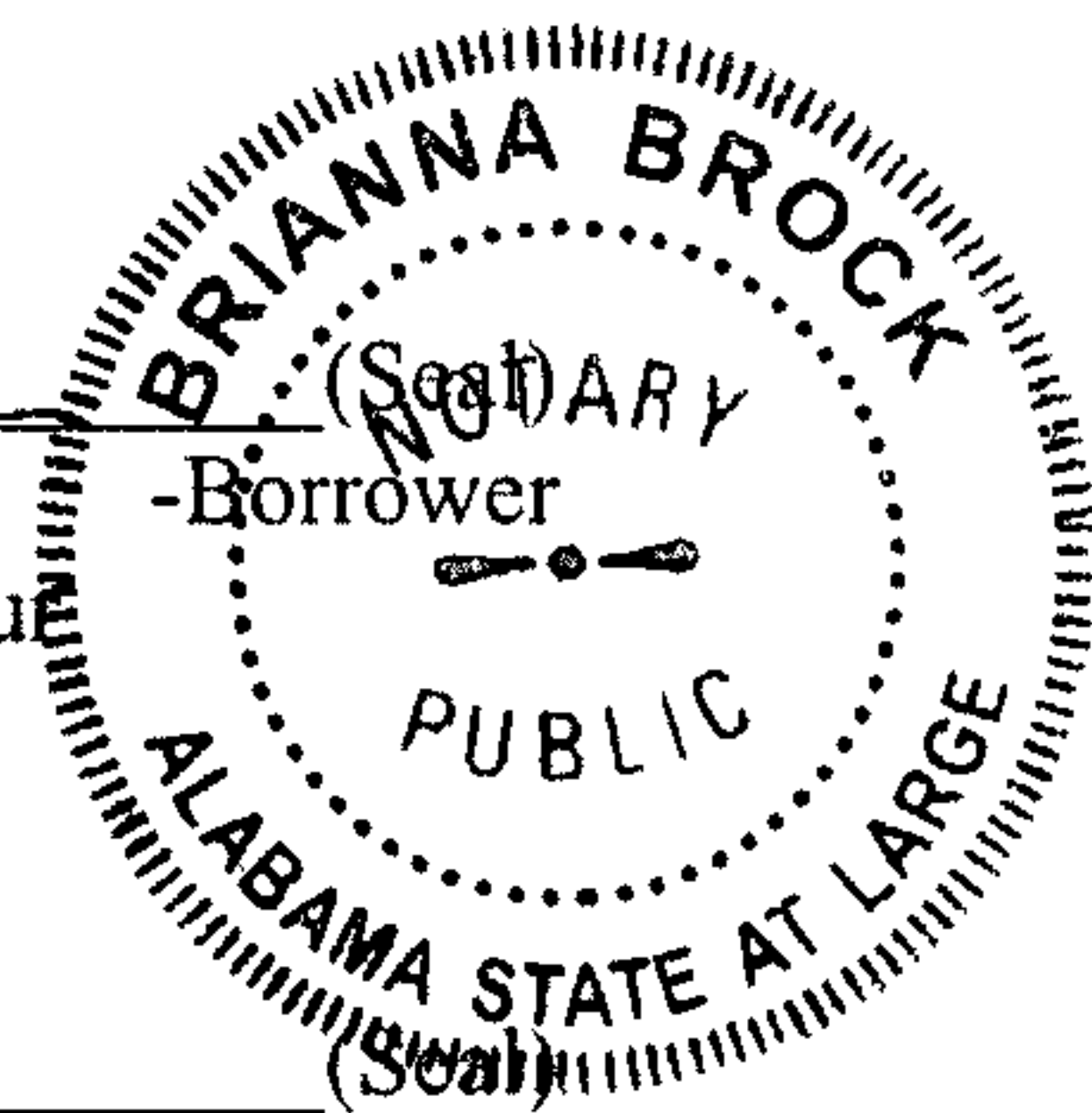
6/28/2023
Date

Louie J Faulkner
LOUIE J FAULKNER



6/28/23
Date

Whitnee Faulkner
WHITNEE FAULKNER, signing solely to
acknowledge this Agreement, but not to incur
any personal liability for the debt

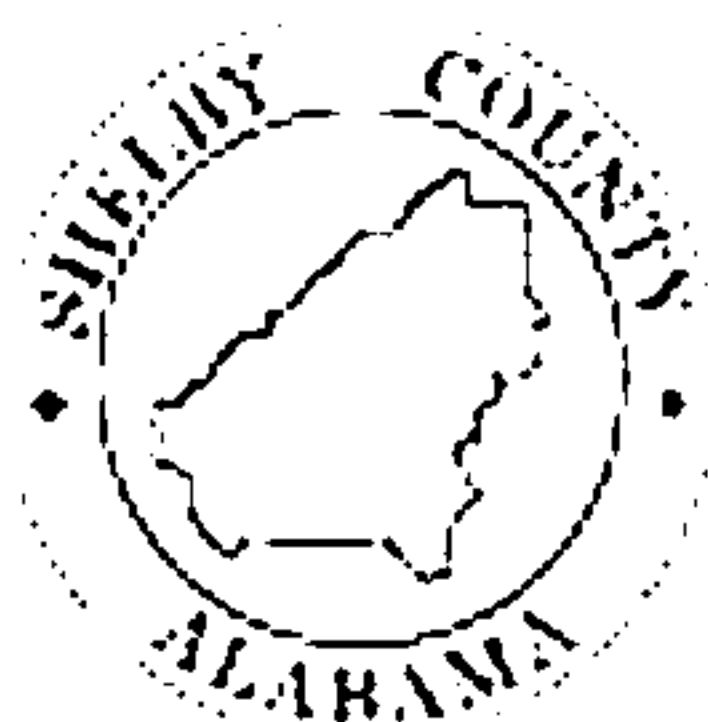


Date

-Borrower

Date

(Seal)
-Borrower



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/07/2023 09:47:06 AM
\$41.00 BRITTANI
20230707000202390

Allie S. Bayl