



20240202000027250 1/6 \$38.00
Shelby Cnty Judge of Probate, AL
02/02/2024 11:13:41 AM FILED/CERT

Recording Requested By:
PHH Mortgage Corporation

After Recording Return To:
PHH Mortgage Corporation
Attention: Modification Processing
PO Box 24737
West Palm Beach, FL 33416-9838

PREPARED BY: HUBERT PAUL

ARJ # 134 201003001 000

Loan Number: 8012206077

FHA Case No. 011-7513023

____ {Space above this line for recording data} _____

24006289.PHH

PARTIAL CLAIM MORTGAGE

This Subordinate Mortgage ("Security Instrument") is given on 12/29/2023. The Mortgagor is RUSSELL T PRATER whose address is 301 OLD CAHABA TRL, HELENA, AL 35080 ("Borrower"). This Security is given to the Secretary of Housing and Urban Development, whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of U.S. \$6,353.75. This debt is evidenced by Borrower's note dated the same date as this Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on 11/01/2042. This Security Instrument secures Lender: (a) the repayment of all 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 power of sale the following described property located in Shelby County, AL:

The real property described being set forth as follows:

(Legal Description – Attached as Exhibit if Recording Agreement)

Which has the address of 301 OLD CAHABA TRL, HELENA, AL 35080 ("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.



20240202000027250 2/6 \$38.00
Shelby Cnty Judge of Probate, AL
02/02/2024 11:13:41 AM FILED/CERT

2. **Borrower Not Released: Forbearance By Lender Not a Waiver.** Extension of the time of payment of the sum secured by this Security Instrument granted by Lender to any successor in the interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in the interest. Lender shall not be required to commence proceedings against any successors in the interest or refuse to extend time for payment of 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 the 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 sum 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 of the Note without that Borrower's consent.
4. **Notices.** Any notices to Borrower provided for in this Security Instrument shall be given by delivering it 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 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 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 the 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. 3751et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and 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.

By signing the Borrower Acknowledgement page 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.



7-614-CTX62-0000008-001-21-000-001-000-000



20240202000027250 3/6 \$38.00
Shelby Cnty Judge of Probate, AL
02/02/2024 11:13:41 AM FILED/CERT

BORROWER ACKNOWLEDGEMENT – PARTIAL CLAIM MORTGAGE

IMPORTANT – Do NOT sign this Agreement unless you are in the presence of a notary. If extenuating circumstances prevent one notary signature, separately signed and notarized agreements will be accepted; however, the agreements must be returned in the same package to PHH Mortgage Corporation.

Each of the Borrower(s) and the Lender acknowledge that no representations, agreements or promises were made by the other party or any of its representatives other than those representations, agreements or promises specifically contained herein. This Agreement, and the Note and Security Instrument (as amended hereby) set forth the entire understanding between the parties. There are no unwritten agreements between the parties.



All individuals on the mortgage, note and the property title must sign this Agreement.

All signatures must exactly match the names that are printed in the Agreement, as well as the names on the recorded deed for the property.

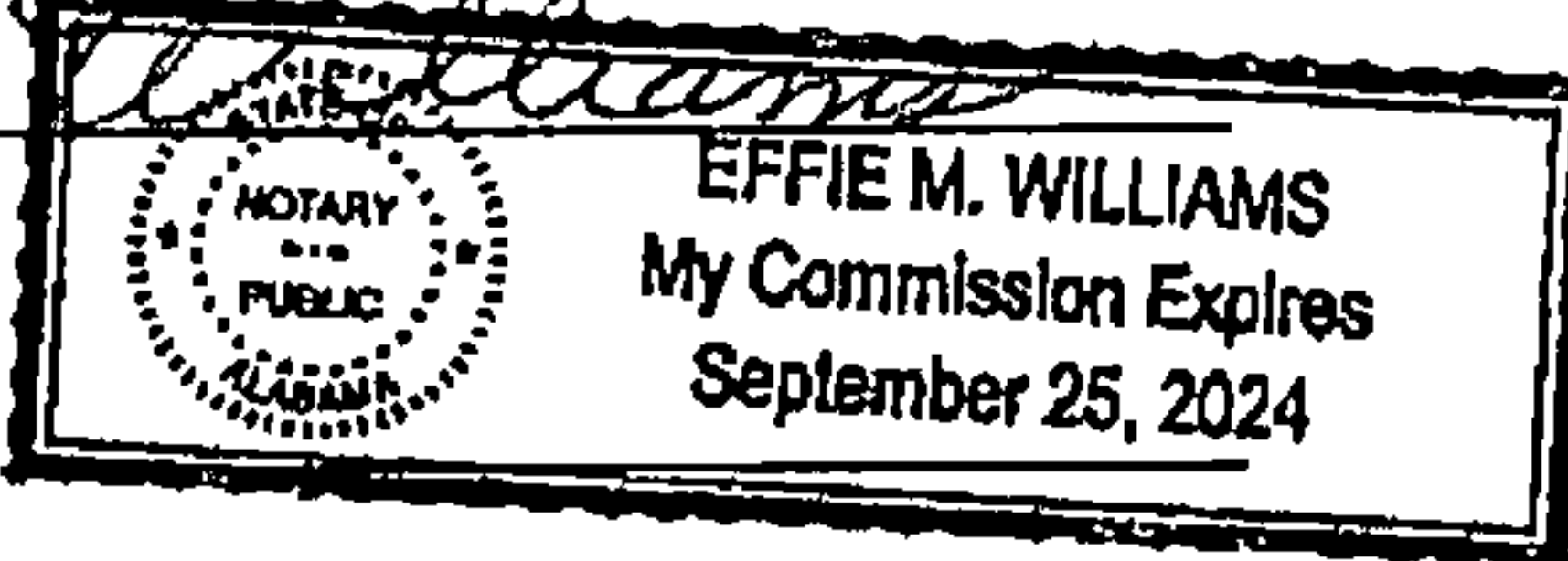
<u>1-23-24</u>	<u>Russell F Prater</u>
Date	RUSSELL F PRATER
<u>1-23-24</u>	<u>Jill Prater</u>
Date	Jill prater

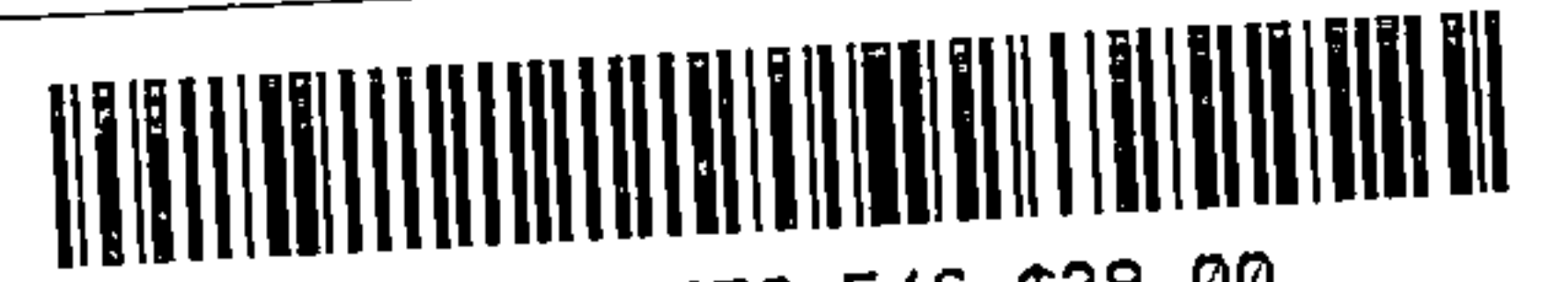
20240202000027250 4/6 \$38.00
Shelby Cnty Judge of Probate, AL
02/02/2024 11:13:41 AM FILED/CERT

State of Alabama
County of Jefferson

On this 23 day of January, 2024, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Russell T Prater and Jill Prater personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

Effie M. Williams
Notary Public
My Commission Expires: 



20240202000027250 5/6 \$38.00
Shelby Cnty Judge of Probate, AL
02/02/2024 11:13:41 AM FILED/CERT

Certificate of Preparation

This is to certify that this instrument was prepared by PHH Corporation, for Secretary of Housing and Urban Development

Prepared by: Hubert Paul

Authorized Signer

LOSS MITIGATION

PHH Mortgage Corporation

Loss Mitigation Department

5720 Premier Park Dr

West Palm Beach, FL 33407

1-800-850-4622



20240202000027250 6/6 \$38.00
Shelby Cnty Judge of Probate, AL
02/02/2024 11:13:41 AM FILED/CERT

Loan Number – 8012206077

Legal Description

The land referred to in this policy is situated in the State of ~~AL~~, County of Shelby, and described as follows:

A PARCEL OF LAND SITUATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY, WITH A STREET LOCATION ADDRESS OF 301 OLD CAHABA TRL; HELENA, AL 35080-7046 CURRENTLY OWNED BY RUSSELL T PRATER HAVING A TAX IDENTIFICATION NUMBER OF 13-4-20-1-003-001-000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED IN BOOK/PAGE OR DOCUMENT NUMBER 636120.

Property Conveyed to RUSSELL T PRATER AND JILL PRATER from Mortgage Electronic Registration Systems, Inc as nominee for ALLY BANK by Deed Dated 10/22/2012 and Recorded On 11/13/2012 in SHELBY County, South Carolina in Deed Instrument #: 20121113000434730



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/02/2024 11:13:41 AM
\$46.60 JOANN
20240202000027250

Allen S. Bayl