

Recording requested by

SUN WEST MORTGAGE COMPANY, INC.

18303 Gridley Rd,
Cerritos, CA 90703
After recording return to

SUN WEST MORTGAGE COMPANY, INC.

18303 Gridley Rd,
Cerritos, CA 90703
NMLS ID: 3277
Loan #: 114293038700
Case No #: 0117972547703

MIN #: 100646043140902022
SIS #: (1-888-679-6377)
Loan Type: FHA

Partial Claim Mortgage

This Partial Claim Mortgage referred to as SUBORDINATE MORTGAGE ("Security Instrument") is given between

The Secretary of Housing and Urban Development whose address is 451 Seventh Street, SW Washington, DC 20410, ("Lender"); and

HEATHER M BARTON, AN UNMARRIED WOMAN ("Borrower")

Premises herein are or will be improved by a one or two family dwelling

Subject Property: 344 HANNA DR., VINCENT, AL 35178-9465

Recorded Date of Security Instrument: 14th day of November, 2014

Document: 20141114000358790

County: SHELBY

Original Principal Sum: \$83,361.00

Partial Claim Amount: \$3,583.35

APN: 07-1-01-0-002-009.000

Legal Description: Attached as Exhibit A hereto as and by this reference made a part hereof

FHA Case No #: 0117972547703

Partial Claim Mortgage

This Partial Claim Mortgage referred to as SUBORDINATE MORTGAGE ("Security Instrument") is given on 7th day of December, 2023

The Mortgagor HEATHER M BARTON, AN UNMARRIED WOMAN ("Borrower")

Whose address is 344 HANNA DR., VINCENT, AL 35178-9465

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 Three Thousand Five Hundred Eighty Three Dollars and Thirty Five Cents (U.S. \$3,583.35). 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 1st day of November, 2044. 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 :

which has the address of 344 HANNA DR., VINCENT, AL 35178-9465; ("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 or 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 10410 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 Lender requires immediate payment in full under Paragraph 9 of original security Instrument, Lender 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 Paragraph 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 of sale to Borrower in the manner provided in Paragraph of original security Instrument. 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 9 of original security Instrument, 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 7 or applicable law.

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 non-judicial 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.

BY SIGNING 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.

HEATHER M BARTON

Printed Name

Heather M. Barton
Borrower's Sign

NA

NA

Printed Name

Borrower's Sign

NA

NA

Printed Name

Borrower's Sign

NA

NA

Witness* Name

Witness* Sign

NA

NA

Witness** Name

Witness** Sign

*Witness (individual in addition to notary) required if property located in the state of

**Witness and 2nd witness required if property located in the state of South Carolina, Connecticut and Florida (2nd witness can also be notary)

** Witness and 2nd witness required if property located in the state of Louisiana and Virgin Islands (2nd witness cannot be notary)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

BORROWER(s)
ACKNOWLEDGMENT:

State of Alabama)
County of Shelby)

On 1-13-24 before me, Amber Teal
(Date) (Name of Notary)

personally appeared HEATHER M BARTON

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Alabama that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amber Teal (Seal) 5/3/2025
Notary Commission Expiration Date

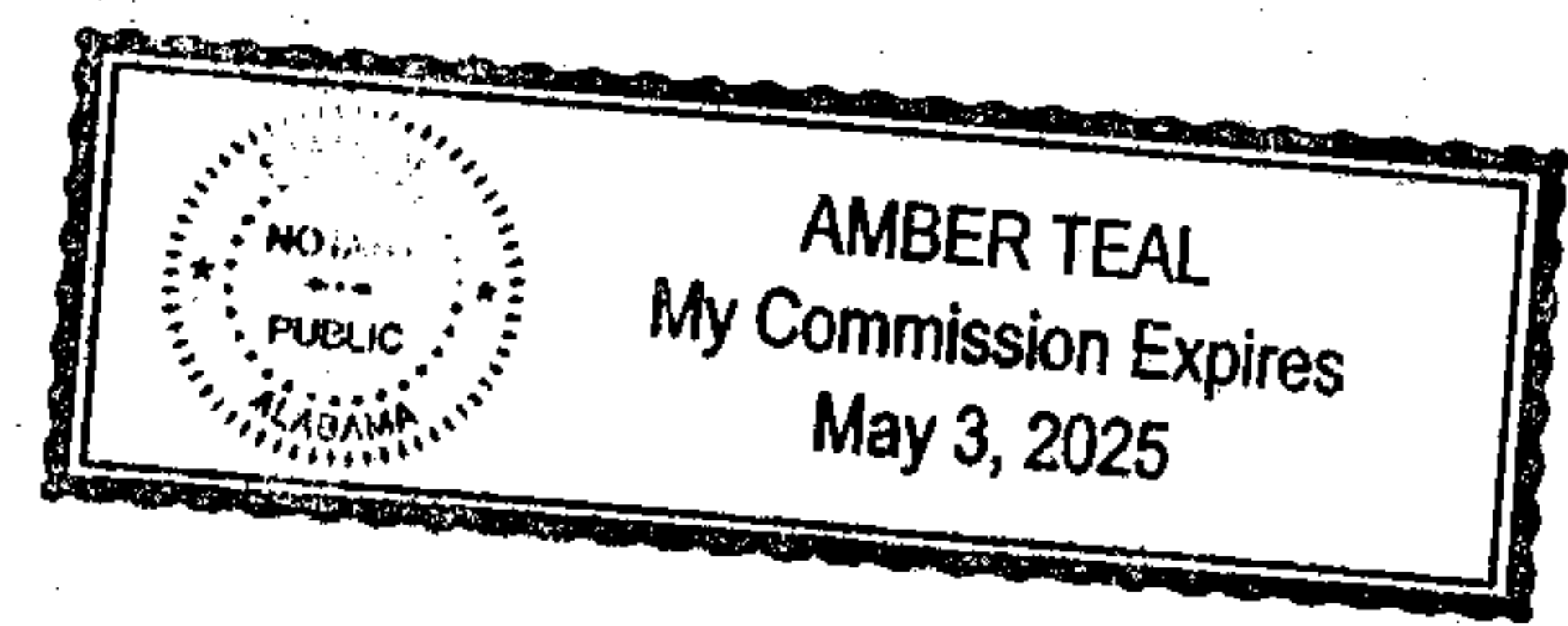


EXHIBIT "A"

Lot 9, according to the Amended Map of Hanna Farms, as recorded in Map Book 26, Page 129, in the Office of the Judge of Probate of Shelby County, Alabama.



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/14/2024 08:37:32 AM
\$41.00 JOANN
20240214000036850**

Alli S. Boyd