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JACKSONVILLE, FL 32256
800-393-4887

When Recorded Mail To:
TIMIOS
5716 CORSA AVE, SUITE 102
WESTLAKE VILLAGE, CA 91362
Source of Title: **INSTRUMENT NO. 20210929000473920**
Tax/Parcel #: **127260000015001**

_____ [Space Above This Line for Recording Data] _____

FHA Case # 203 011-9725758
Loan No: 0441248184

PAYMENT SUPPLEMENT MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **AUGUST 14, 2024**.
The mortgagor is **RICHARD JOSE MANZANILLA DEL MAR AND AMANDA KAY MANZANILLA, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP** whose address is **6620 HWY 13, HELENA, ALABAMA 35080** ("Borrower").

This Security Instrument is given to the Secretary of Housing and Urban Development, whose address is **451 Seventh Street, SW, Washington, DC 20410** ("HUD"). Borrower is obligated to repay HUD an amount equal to the sum of all advances, including future advances made on Borrower's behalf, up to the principal sum of **TWENTY THOUSAND TWO HUNDRED THIRTY DOLLARS AND 37 CENTS (U.S. \$20,230.37)**, under the terms of Borrower's Payment Supplement Note dated the same date as this Payment Supplement Security Instrument (hereinafter "Note" or "Payment Supplement Note"), which provides for the full debt, if not required to be paid earlier, is due and payable upon maturity or termination of the Borrower's Note, consistent with the terms of the Payment Supplement Agreement and Payment Supplement Note. This Security Instrument secures to HUD: (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 HUD, with the power of sale the following described property located in County of **SHELBY**, State of **ALABAMA**:

which has the address of , **6620 HWY 13, HELENA, ALABAMA 35080** (herein "Property Address");

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

Tax Parcel No. **127260000015001**

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 HUD covenant agree as follows:

UNIFORM COVENANTS

1. **Payment of Principal.** Borrower shall pay the principal of the debt evidenced by the Note when due.
2. **Borrower Not Released; Forbearance By HUD Not a Waiver.** Extension of the time of payment of the sums secured by this Security Instrument granted by HUD to Borrower, or any successor in interest of Borrower, shall not operate to release the liability of the original Borrower or Borrower's successor in interest. HUD 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 HUD in exercising any right or remedy under the Note, Payment Supplement Agreement, or this Security Instrument 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 Borrower and any successors and assigns. Borrower may not assign this Security Instrument to another person or entity without HUD's prior written approval. To the extent there is more than one Borrower, each Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but is not required by HUD to 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 HUD and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument, the Payment Supplement Agreement, 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 HUD. Any notice to HUD shall be given by first class mail to:

Department of Housing and Urban Development,
National Servicing Center,
Attention: Payment Supplement,
301 NW 6th Street, Suite 200, Oklahoma City, OK 73102

or any address HUD designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or HUD 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. If 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, the Payment Supplement Agreement, or the Note that can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument, Payment Supplement Agreement, 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 HUD further covenant and agree as follows:

7. **Acceleration; Remedies.**

If HUD requires immediate payment in full under Paragraph 4 of the Note, HUD 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 HUD of any rights otherwise available to a HUD 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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Richard J. Manzanilla Del Mar

Borrower: RICHARD JOSE MANZANILLA DEL MAR

8/22/24
Date

Amanda Kay Manzanilla

Borrower: AMANDA KAY MANZANILLA *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

8/22/24
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

State of ALABAMA)
Shelby County)

I, a Notary Public, hereby certify that **RICHARD JOSE MANZANILLA DEL MAR; AMANDA KAY MANZANILLA** whose name is signed to the foregoing instrument or conveyance, and who is 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 22nd day of August, 2024.

This notarial act involved the use of communication technology.

Ashley McCollough

Notary Public (signature)

Notary Printed Name Ashley McCollough

My commission expires: September 30, 2025

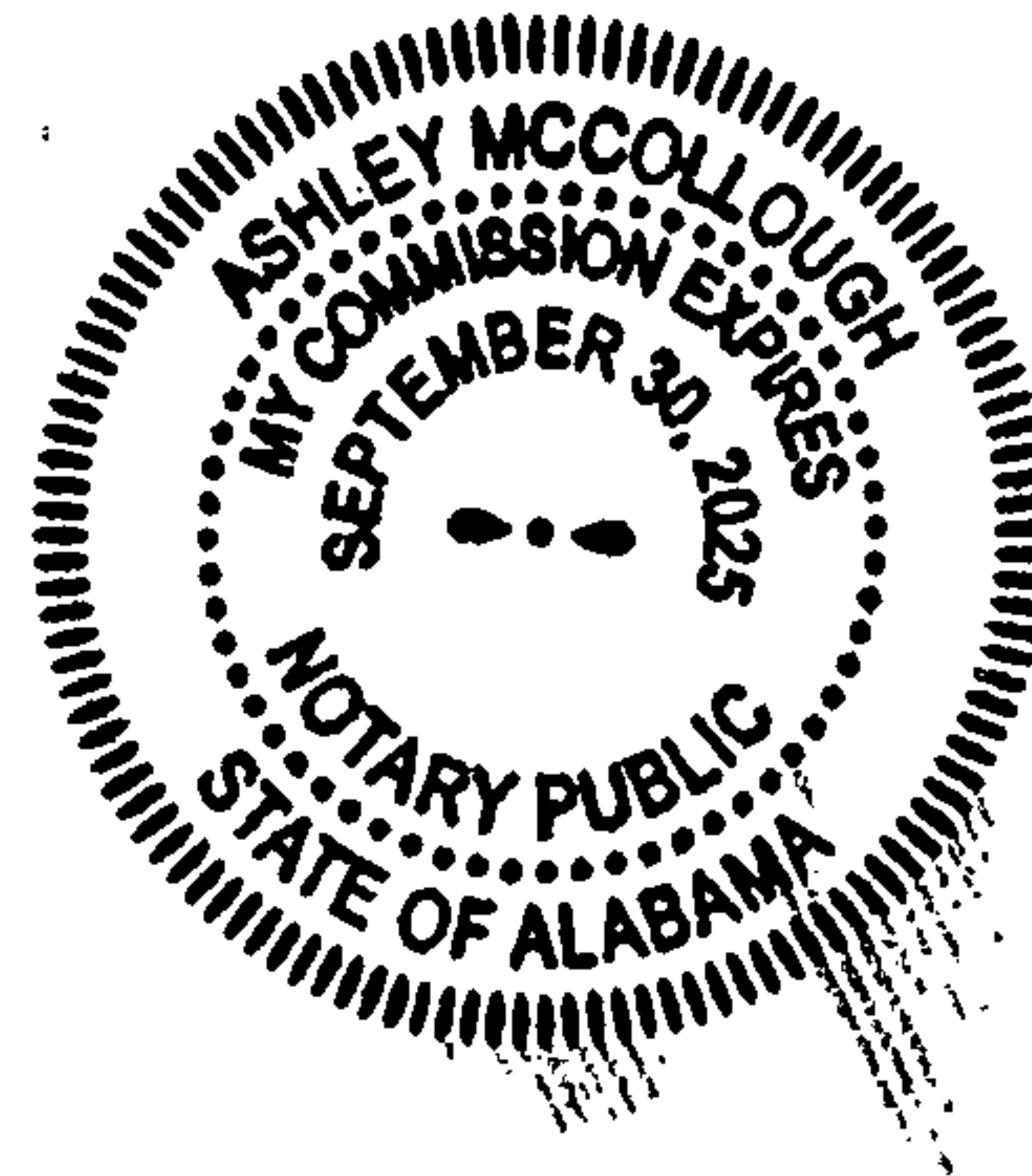


EXHIBIT A

BORROWER(S): RICHARD JOSE MANZANILLA DEL MAR AND AMANDA KAY MANZANILLA, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

LOAN NUMBER: 0441248184

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF HELENA, COUNTY OF SHELBY, STATE OF ALABAMA, and described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT: LOT 1, OF HEARN SURVEY IN HELENA SITUATED IN THE S 12 OF THE SW 14 OF SECTION 26, AND THE WEST HALF OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA, AS RECORDED IN MAP BOOK 54 PAGE 93, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. APN: 127260000015001 BEING THE SAME PROPERTY CONVEYED TO RICHARD JOSE MANZANILLA DEL MAR AND AMANDA KAY MANZANILLA, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP BY DEED FROM CINDY C. HEARN, AN UNMARRIED WOMAN RECORDED 09292021 IN DEED INSTRUMENT NO. 20210929000473920, IN THE PROBATE JUDGES OFFICE FOR SHELBY COUNTY, ALABAMA

ALSO KNOWN AS: 6620 HWY 13, HELENA, ALABAMA 35080

Date: AUGUST 14, 2024

Loan Number: 0441248184

Lender: SECRETARY OF HOUSING AND URBAN DEVELOPMENT

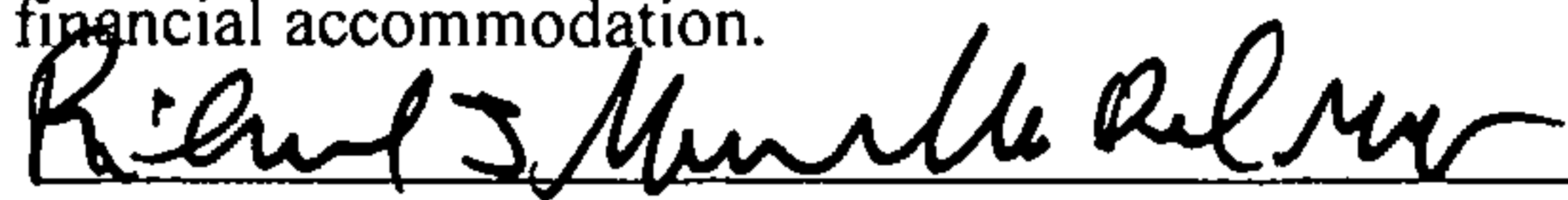
Borrower: RICHARD JOSE MANZANILLA DEL MAR, AMANDA KAY MANZANILLA

Property Address: 6620 HWY 13, HELENA, ALABAMA 35080

NOTICE OF NO ORAL AGREEMENTS

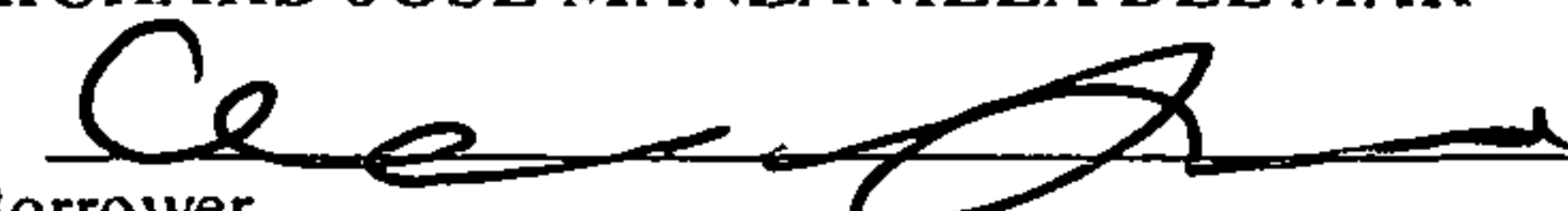
THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.


Borrower

RICHARD JOSE MANZANILLA DEL MAR


Date


Borrower

AMANDA KAY MANZANILLA *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt


Date

Date: **AUGUST 14, 2024**

Loan Number: **0441248184**

Lender: **SECRETARY OF HOUSING AND URBAN DEVELOPMENT**

Borrower: **RICHARD JOSE MANZANILLA DEL MAR, AMANDA KAY MANZANILLA**

Property Address: **6620 HWY 13, HELENA, ALABAMA 35080**

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of **SECRETARY OF HOUSING AND URBAN DEVELOPMENT**


(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.


 RICHARD JOSE MANZANILLA DEL MAR


 Date


 AMANDA KAY MANZANILLA *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt


 Date



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 08/28/2024 08:29:45 AM
 \$41.00 PAYGE
 20240828000268070

