


Recording Requested By/Return To:  
**NATIONSTAR MORTGAGE LLC**  
**D/B/A MR. COOPER**  
**999 TECH ROW, #200**  
**MADISON HEIGHTS, MICHIGAN**  
**48071**

This Instrument Prepared By:

**Fahmidha Sikdar**  
**Vice President**

  
**NATIONSTAR MORTGAGE LLC**  
**8950 CYPRESS WATERS BLVD.**  
**COPPELL, TX 75019**

**Source of Title Deed Instrument**  
**No. 20190723000261560**

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## **PAYMENT SUPPLEMENT MORTGAGE**

FHA Case Number 011-9445962703

**Property Address: 131 MOORES SPRING RD, MONTEVALLO, ALABAMA 35115**

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on DECEMBER 01, 2024. The Mortgagor is CHRISTINE COOK AND NAPOLEON COOK AKA NAPOLEON COOK JR, whose address is 131 MOORES SPRING RD, MONTEVALLO, ALABAMA 35115 ("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 ("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 TWELVE THOUSAND ONE HUNDRED FORTY-SEVEN AND 07/100THS Dollars (U.S. \$12,147.07), 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.

**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 HUD understand and agree that nothing contained herein with respect to any**



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amounts payable under this Note, shall be construed to impose personal liability to repay any such obligation in violation of such discharge. Borrower and HUD 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 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 HUD in relation to this Note, does not constitute a demand for payment or any attempt to collect any such previously discharged obligation.

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 HUD, with the power of sale the following described property located in SHELBY County, ALABAMA:

**LEGAL DESCRIPTION:**

LOT 7-A, ACCORDING TO THE AMENDED MAP OF AMMERSEE LAKES, SECOND SECTOR, AS RECORDED IN MAP BOOK 36, PAGE 99, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

Tax Parcel No.:

27 1 02 0 004 004.000

which has the address of 131 MOORES SPRING RD, MONTEVALLO, ALABAMA 35115 ("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

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covering real property.

Borrower and HUD covenant and 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



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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. Remedies.**

**(a) Notice of Default.** HUD 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, HUD, without further demand, may invoke the power of sale and any other remedies permitted by applicable law. HUD 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 HUD's interest in the Property and/or rights under this Security Instrument.

**(c) Notice of Sale; Sale of Property.** If HUD invokes the power of sale, HUD will give a copy of any notice to Borrower required by applicable law. HUD 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. HUD will deliver to the purchaser HUD's deed conveying the Property. HUD or its designee may purchase the Property at any sale. The proceeds of the sale will be applied in the following order:





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(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.

**(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 HUD: (i) Borrower will only be required to pay reasonable attorney's fees of HUD if the attorney is not a salaried employee of HUD 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 HUD up to a maximum amount of 15 percent of the unpaid debt evidenced by the Note.

**(e) Secretary's 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 HUD under this paragraph or applicable law.

**8. Release.** Upon payment of all sums secured by this Security Instrument, HUD will release this Security Instrument. Borrower will pay any recordation costs associated with such release. HUD 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) \_\_\_\_\_  
(Address) 8950 CYPRESS WATERS BLVD. COPPELL TX 75019.



**Fahmidha Sikdar**  
**Vice President**

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.



Borrower - **CHRISTINE COOK**

Date: 11/1/2024



Borrower - **NAPOLEON COOK AKA NAPOLEON COOK JR**

Date: 11/1/2024



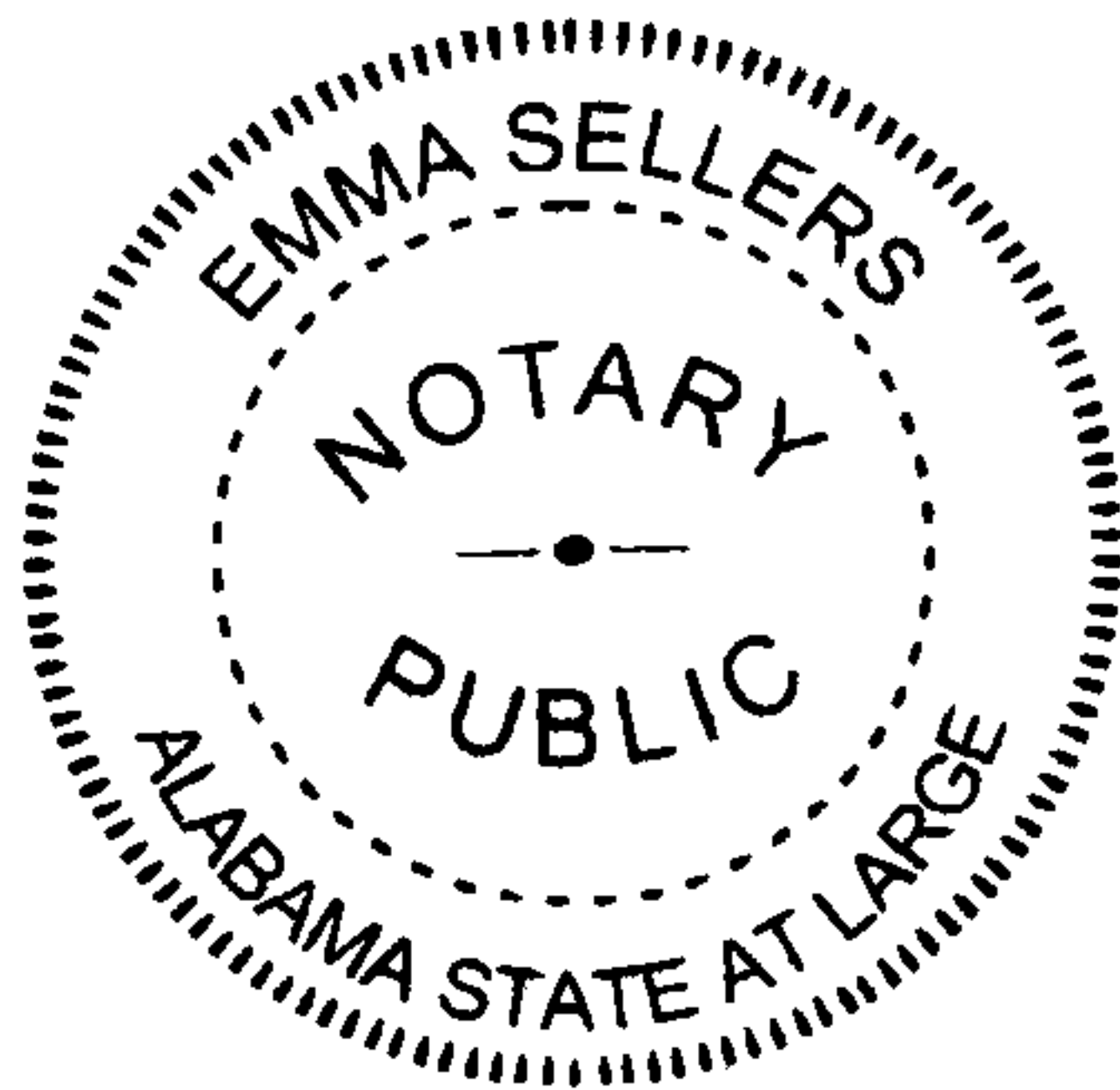
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The State of **ALABAMA** }  
Shelby County }  
Enter County Here

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that **CHRISTINE COOK and NAPOLEON COOK AKA NAPOLEON COOK JR**, 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 18<sup>th</sup> day of November, A.D. 2024.

[SEAL]



[Signature]  
Signature of Notary Public

My Commission expires: May 30, 2027



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
11/07/2024 10:10:58 AM  
\$39.00 DANIEL  
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Allen S. Bayl

