

Recording Requested By:  
PHH Mortgage Corporation

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



Prepared by:  
Josephine Osouna

APN: 131012001003023

Loan Number: 7183355101

FHA Case No. 011-894428-2

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### PARTIAL CLAIM MORTGAGE

210441932-PHH

This Subordinate Mortgage ("Security Instrument") is given on 05/28/2025. The Mortgagor is SHANNON M KEITH, MICHAEL A KEITH whose address is 2419 CHANDAWOOD CIR , PELHAM, AL 35124 ("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. \$9,615.91. 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 11/01/2051. 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 2419 CHANDAWOOD CIR , PELHAM, AL 35124 ("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.
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. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall inform the borrower of the right to reinstate after acceleration and the right 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 where permitted under state law and any other remedies permitted by applicable law. Upon acceleration, the total amount of the mortgage account and lien will be immediately due and payable without further demand. Under the terms of the contract and 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 insurance.

When permitted under state law in which the Property is located, Lender may invoke the non-judicial power of sale, Lender or Trustee shall give Borrower notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Borrower hereby waives personal service of notice of any sale made hereunder, upon Borrower, its devisees, agents, successors or assigns, and also waives the posting of notice of sale at the courthouse. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale. Trustee

shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's fees as permitted by Applicable Law; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. In the event that foreclosure proceedings are instituted hereunder but are not completed, Trustee shall be reimbursed for all costs and expenses incurred by it in commencing such proceedings; and all costs and expenses so incurred by Trustee, together with interest thereon until paid at the Note default rate shall be and become a part of the obligations secured hereby and shall be collectible as such.



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.

**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.

6/9/25  
Date

Shannon M Keith  
SHANNON M KEITH

6-9-25  
Date

Michael A. Keith  
MICHAEL A KEITH

State of Alabama

County of Shelby

On this 9 day of June 2025, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Michael A. Keith, Shannon M. Keith



☒ personally known to me ☐ or identified to my satisfaction through the following valid identification documentation :  
\_\_\_\_\_ to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their free 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.

Jessica Zellman  
Notary Public

My Commission Expires: 12/7/2026

Please ensure the Notary signature is legible and the seal/stamp is clear and visible and does not overlap any text or signatures. Also, remember the seal/stamp must include the commission number and expiration date if required in accountholder(s) state.

**Loan Number – 7183355101**

**Legal Description**

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

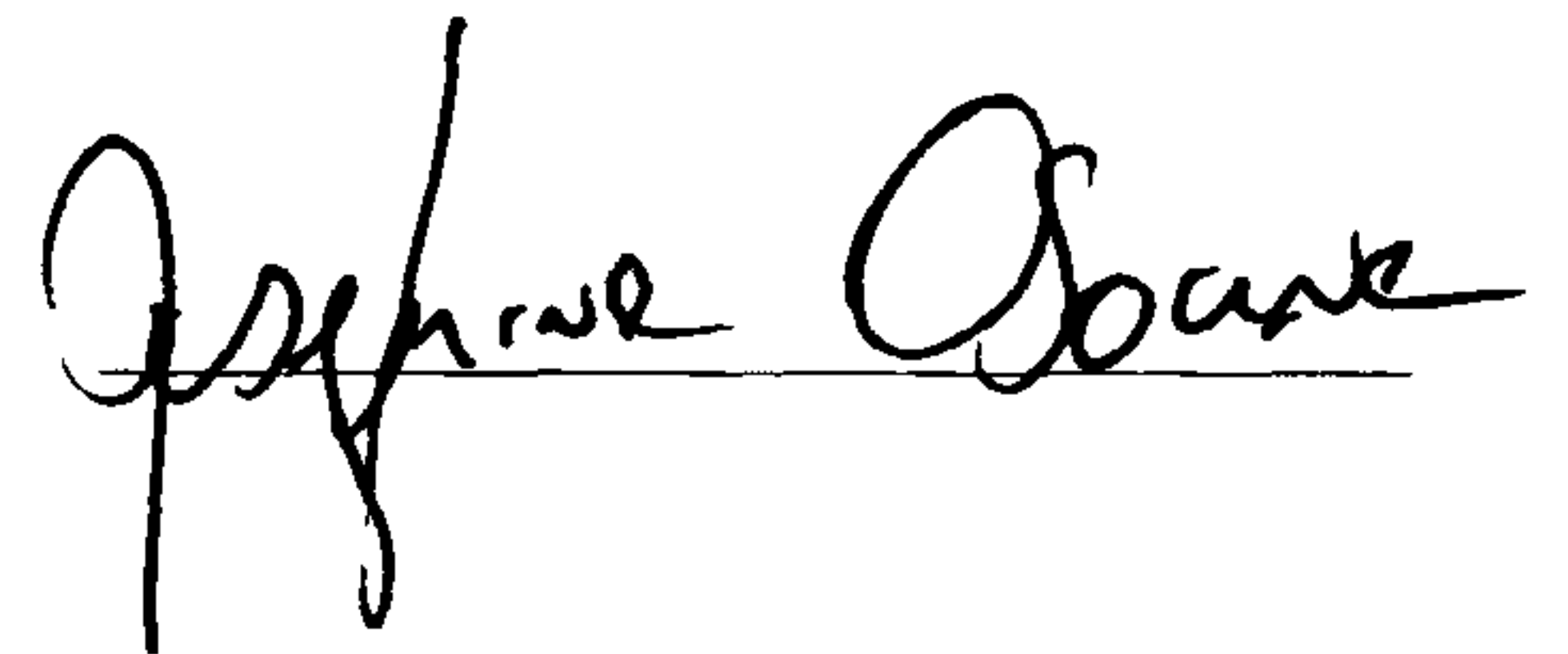
LOT 226, ACCORDING TO THE SURVEY OF CHANDALAR SOUTH, SIXTH SECTOR, AS RECORDED IN MAP BOOK 7, PAGE 49, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

Property Conveyed to MICHAEL KEITH AND SHANNON KEITH from LISA WALSH, AN INDIVIDUAL AND AS INDEPENDENT EXECUTRIX OF THE ESTATE OF RACHAEL A. SCHUHMANN by Deed Dated AUGUST 02, 2018 and Recorded On AUGUST 02, 2018 in SHELBY County, Alabama in Deed Instrument #: 20180802000275650



**Certificate of Preparation**

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



Josephine Osouna

Servicing Operations Specialist

LOSS MITIGATION

PHH Mortgage Corporation

Loss Mitigation Department

5720 Premier Park Dr

West Palm Beach, FL 33407

1-800-850-4622



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
06/27/2025 10:09:58 AM  
\$41.00 PAYGE  
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