

Source of Title

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Instrument No. 20200501000172310

After Recording Return To:

RUTH RUHL, P.C.

Recording Department

12700 Park Central Drive, Suite 850

Dallas, Texas 75251

This Document Prepared By:

Ruth Ruhl, Esquire

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Dallas, TX 75251

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Loan No.: 4000169633

Investor Loan No.: 0225992006

FHA Case No.: 011-9343793-703

PAYMENT SUPPLEMENT SECURITY INSTRUMENT

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on July 11th, 2025. The mortgagor is ALLISON BRUNO MORGAN and DUSTIN LADALE MORGAN, WIFE AND HUSBAND, whose address is 152 BENT CREEK DR, PELHAM, AL 35124 AKA 152 BENT CREEK DR, CHELSEA, Alabama 35043 ("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 six hundred ninety five and 40/100 Dollars (U.S. \$20,695.40) , 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, May 1st, 2050 ("Maturity Date") 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 SHELBY County, Alabama:

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

which has the address of 152 BENT CREEK DR, PELHAM, AL 35124 AKA 152 BENT CREEK DR, CHELSEA, Alabama 35043, ("Property Address");

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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.

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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.

(a) **Notice of Default.** HUD will give a notice of Default to Borrower prior to acceleration following Borrower's Default. 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) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) that failure to cure the Default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to bring a court action to deny the existence of a Default or to assert any other defense of Borrower to acceleration and sale.

(b) **Acceleration; Power of Sale; Expenses.** If the Default is not cured on or before the date specified in the notice, HUD may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 the remedies provided in this Section 7, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) 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 a notice to Borrower in accordance with 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: (i) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (ii) to all sums secured by this Security Instrument; and (iii) 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; (ii) prior to Default, HUD may require Borrower to pay HUD's reasonable attorney's fees in connection with the closing of, amendment to, or modification of the Loan if the original amount of the Loan exceeds \$10,000; and (iii) 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.

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(e) Single Family Mortgage Foreclosure Act of 1994. 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.

- 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.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

7/24/25
Date

7/24/25
Date

Allison Bruno Morgan (Seal)
ALLISON BRUNO MORGAN -Borrower

Dustin (Seal)
DUSTIN LADALE MORGAN -Borrower

Date (Seal)
-Borrower

Date (Seal)
-Borrower

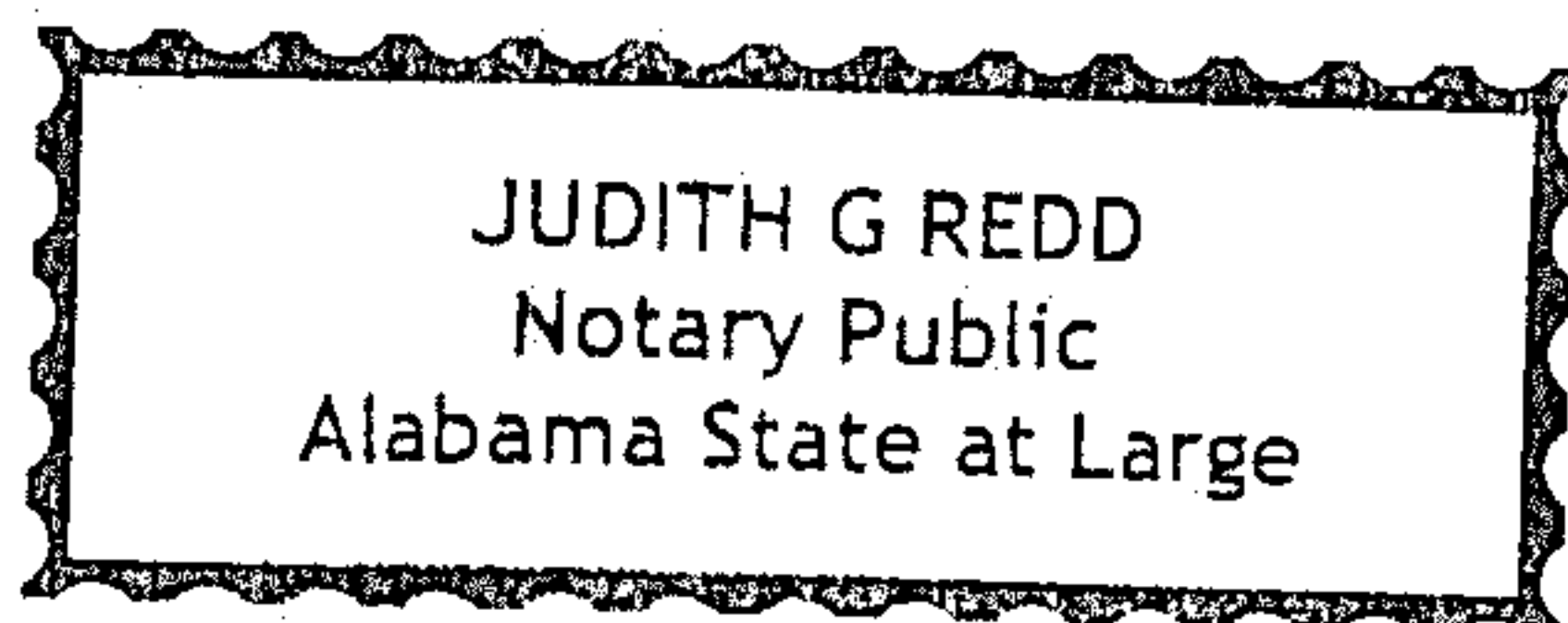
_____[Space Below This Line for Acknowledgment]_____

State of Alabama §
County of Jefferson §

I, Judith G. Redd, Notary Public [name and style of officer],
hereby certify that ALLISON BRUNO MORGAN and DUSTIN LADALE MORGAN

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day
that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears
date. Given under my hand this 24th day of July, 2025 A.D.

(Seal)



Judith G. Redd
Notary Signature

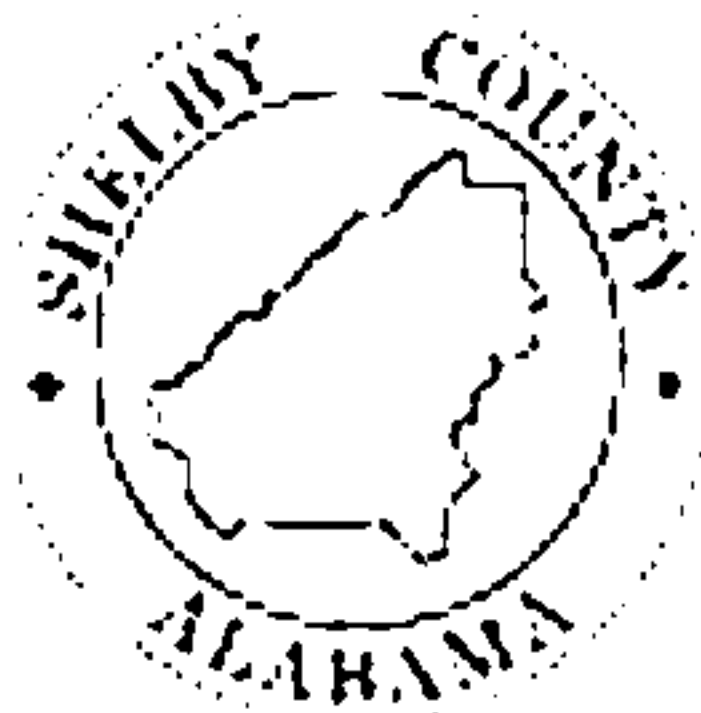
Notary Public
Style of Officer

My Commission Expires: 6-28-2028

EXHIBIT "A"

**Lot 54 according to the Survey of Bent Creek Subdivision Sector 2 Phase 2 as recorded in Map Book
47 Page 25 in the Probate Office of Shelby County Alabama**

Tax ID #: 14 1 12 1 003 004.000



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/11/2025 08:00:40 AM
\$38.00 JOANN
20250811000242820**

Allen S. Bayl