

Return To: Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134
APN: 15-2-09-0-000-004.015

VA Partial Claim Mortgage

Loan Number: 9714609279
Partial Claim Loan Number: 222200748515
VA Case Number: 222260748515

230024508
SP

THIS SUBORDINATE MORTGAGE ("*Security Instrument*") is given on June 22, 2022. The Mortgagor is MICHAEL BELK, an unmarried individual whose address is 162 ASHTON WOODS DR, CHELSEA, 35043-5539 ("*Borrower*"). This Security Instrument is given to the Secretary of Veteran Affairs, an Officer of the United States, and whose address is Department of Veterans Affairs, Loan Guaranty Service, 3401 West End Avenue, Suite 760 W, Nashville, TN 37203 ("*Lender*"). Borrower owes Lender the principal sum of Fifty five thousand-one and 41/100 dollars (U.S. \$55,001.41). 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 July 1, 2052. 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 162 ASHTON WOODS DR, CHELSEA, AL 35043-5539.

TRANSFER OF RIGHTS IN THE PROPERTY. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of Shelby [Name of Recording Jurisdiction]: The legal description to the Property may be attached to this Agreement by the Servicer if required.

Parcel ID Number: 152090000004015 which currently has the address of 162 ASHTON WOODS DR [Street] CHELSEA [City], Alabama 35043-5539 [Zip Code] ("*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 seised of the estate hereby conveyed and has the right to 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Loan. Borrower shall pay when due the debt evidenced by the Note. The primary note maturity date is January 1, 2050. The Partial Claim payment is due and matures on July 1, 2052 or, if earlier, when the first of the following events occurs:

- (i) Borrower has paid in full all amounts due under the primary Note and related mortgage, deed of trust or similar Security Instruments insured by the Secretary, or
- (ii) The maturity date of the primary Note has been accelerated, or
- (iii) The primary Note and related mortgage, deed of trust or similar Security Instrument are no longer insured by the Secretary, or
- (iv) The property is not occupied by the purchaser as his or her principal residence.

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 Veteran's Affairs, Loan Guaranty Service 3401 West End Avenue, Suite 760 W Nashville, TN 37203 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. 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 specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) 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. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action 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 and any other remedies permitted by 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 evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in Section 4. 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 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.

8. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender 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. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

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

Borrower



MICHAEL BELK

12 July 22
Date
Seal



Acknowledgment

State of Alabama

County of Shelby

I Walter E Thomas a notary public, hereby certify that MICHAEL BELK whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date.

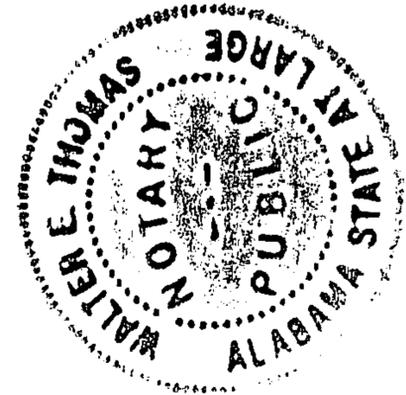
Given under my hand 07/12/2022.

Walter E Thomas
Notary Public

Walter E Thomas
(Print Name)

My commission expires ~~My Commission Expires 5/28/24~~

This Document Prepared By: Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134



Loan 9714609279

EXHIBIT A
Legal Description

The land hereinafter referred to is situated in the City of Chelsea, County of Shelby, State of AL, and is described as follows:

Lot 34, according to the Survey of Ashton Woods, 1st Phase, as recorded in Map Book 23, Page 160, in the Probate Office of Shelby County, Alabama. Being situated in Shelby County, Alabama.

Being the same property conveyed from Donna Smith Wetherell, a married woman, Debra Lynne Smith, a single woman and Wayne Brian Smith, a married man to Michael Belk by deed dated February 15, 2019 and recorded March 5, 2019 in Instrument Number 20190305000070230 of Official Records.

APN: 15-2-09-0-000-004.015



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/13/2026 01:58:24 PM
\$38.00 BRITTANI
20260113000011950

Allie S. Bayl