

Cover Page

Recording Requested by:

Patrick Odimula

After Recording Return to:

PHH Mortgage Corporation

Attention: Modification Processing

PO Box 24737

West Palm Beach, FL 33416-9838

APN: 235220006013000

Document Title: Partial Claim Mortgage

Mortgagor (s): Shawn Maglothin

Lender: The Secretary of Housing and Urban Development

**Mortgage, Deed of Trust, or Security Deed (The "Security Instrument") dated
03/09/2023 and recorded on 03/10/2023 in Instrument number 20230310000066840 at
Shelby County, Alabama**

REPRESENTATION OF PRINTED DOCUMENT

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



Loan Number: 7184536451

FHA Case No.: 013-0200189

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PARTIAL CLAIM MORTGAGE

This Subordinate Mortgage ("Security Instrument") is given on 05/15/2025. The Mortgagor is SHAWN MAGLOTHIN whose address is 311 WYNLAKE CIR , ALABASTER, AL 35007 ("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. \$52,275.54. 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 06/01/2055. 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 311 WYNLAKE CIR , ALABASTER, AL 35007 ("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 conveys 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.

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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

REPRESENTATION OF PRINTED DOCUMENT

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.

5/27/25
Date



SHAWN MAGLOTHIN

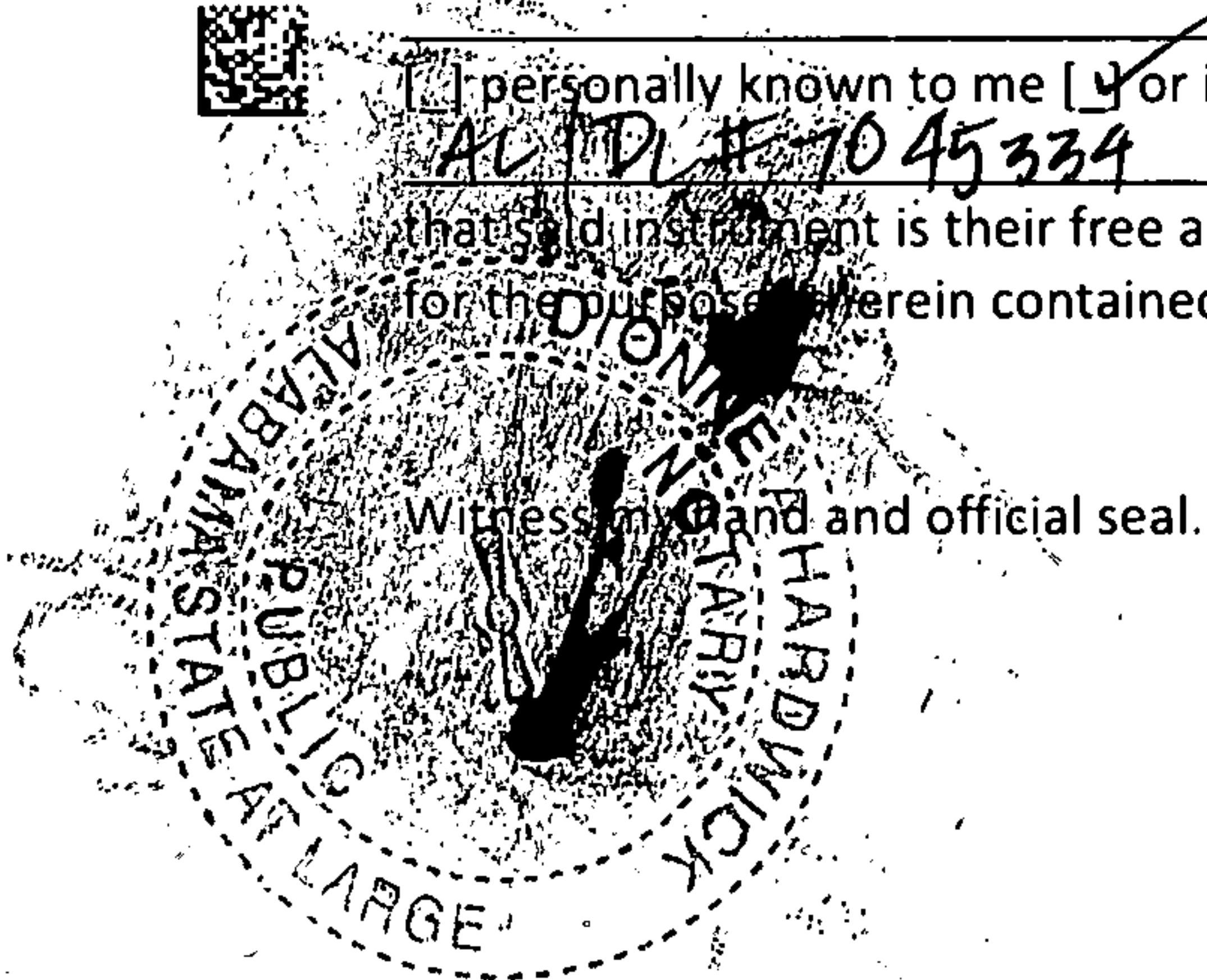
REPRESENTATION OF PRINTED DOCUMENT

State of Alabama

County of Jefferson

On this 27th day of May, 2025, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Shawn Maglothin

personally known to me or identified to my satisfaction through the following valid identification documentation : AC DL # 1045334 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 herein contained.



Dionne A. Hardwick
Notary Public

My Commission Expires: 12/01/2025

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.

EXHIBIT A**DESCRIPTION OF REAL PROPERTY**

The Land referred to herein below is situated in the County of Shelby, State of Alabama and is described as follows:

A parcel of land situated in the Southeast 1/4 of Section 22, Township 21 South, Range 3 West, and in the Northeast 1/4 of Section 27, Township 21 South, Range 3 West, being more particularly described as follows:

Begin at a 2 inch open pipe found being located at the Northeast corner of Section 27, Township 21 South , Range 3 West, Shelby County, Alabama; thence run South 01 degrees 52 minutes 53 seconds West (bearing basis is Wynlake Sector 5 as recorded in Map Book 40, Page 125 in the Probate Office of Shelby County, Alabama) in a Southerly direction along the East line of said Section 27 for a distance of 66.56 feet to a capped rebar found stamped "LO Weygand 10373"; thence run North 56 degrees 05 minutes 38 seconds West leaving the East line of said Section 27 for a distance of 96.79 feet to a point; thence run North 74 degrees 03 minutes 55 seconds West for a distance of 100.00 feet to a point lying on the Easterly right of way of Wynlake Drive as recorded in Wynlake Phase 4B as recorded in Map Book 22, Page 63 in the aforesaid Probate Court of Shelby County; thence run North 81 degrees 38 minutes 37 seconds West for a distance of 60.66 feet to a point lying on the Westerly right of way of Wynlake Drive and being the Easterly most corner of Lot 171 of Wynlake Phase 4B; Continuing along the Northerly line of Wynlake Phase 4B for the next 7 calls thence run North 73 degrees 01 minutes 21 seconds West for a distance of 120.00 feet to a point; thence run South 38 degrees 11 minutes 58 seconds West for a distance of 114.06 feet to a point; thence run South 79 degrees 10 minutes 03 seconds West for a distance of 57.04 feet to a point; thence run North 86 degrees 39 minutes 19 seconds West for a distance of 358.87 feet to a point; thence run North 88 degrees 30 minutes 30 seconds West for a distance of 20.04 feet to a point; thence run North 87 degrees 27 minutes 53 seconds West for a distance of 223.12 feet to a point; thence run North 58 degrees 59 minutes 20 seconds West for a distance of 223.82 feet to a point lying at the Northeast corner of Lot 186A Wynlakes Phase 4A as recorded in Map Book 24, Page 100 in the aforesaid Probate Court of Shelby County; Continuing along the Easterly line of Wynlake Phase 4A for the next 5 calls thence run North 39 degrees 03 minutes 11 seconds west for a distance 0of 219.11 feet to a illegible capped rebar found,; thence run North 16 degrees 57 minutes 53 seconds West for a distance of 142.86 feet to a 1/2 inch rebar found; thence run North 09 degrees 55 minutes 23 seconds West for a distance of 160.00 feet to a capped rebar set stamped "CARR 00010LS"; thence run North 03 degrees 50 minutes 12 seconds East for a distance of 89.47 feet to a capped rebar found stamped "RYS CA 0237LS"; thence run North 78 degrees 55 minutes 20 seconds West for a distance of 130.00 feet to a illegible capped rebar found lying on the Easterly right of way of Wynlake Drive of Wynlake Phase II as recorded in Map Book 20, Page 12 in the aforesaid Probate Court of Shelby County; thence run North 11 degrees 04 minutes 40 seconds East along said right of way a distance of 129.97 feet to a illegible capped rebar found lying on the beginning of a curve to the right concave Southeasterly having a radius of 266.51 feet, a central angle of 68 degrees 00 minutes 12 seconds, a chord bearing of North 45 degrees 04 minutes 46 seconds East, a chord length of 298.07 feet, an arc distance of 316.32 feet to a capped rebar set stamped "CARR 00010LS"; thence continue tangent to last described curve and along said right of way run North 79 degrees 04 minutes 52 seconds East for a distance of 95.76 feet to a capped rebar set stamped "CARR 00010LS"; thence run North 10 degrees 55 minutes 08 seconds West a distance of 60.00 feet to a capped rebar set stamped "CARR 00010LS", lying at the beginning of a curve to the right concave Northeasterly having a radius of 15 feet, a central angle of 98 degrees 00 minutes 15 seconds, a chord bearing of North 51 degrees 55 minutes 18 seconds West, a chord length of 22.64 feet, an arc distance of 25.66 feet to a capped rebar set stamped "CARR 00010LS" lying on the Easterly right of way of Wynlake Way of Wynlake Phase I as recorded in Map Book 19, Page 156 in the aforesaid Probate Court of Shelby County; thence continue tangent to last described curve and along said right of way run North 02 degrees 55 minutes 11 seconds West a distance of 143.29 feet to a capped rebar set stamped "CARR 00010LS"; thence run North 24 degrees 19 minutes 38 seconds East a distance of 91.93 feet to a capped rebar set stamped "CARR 00010LS " ; thence run 09 degrees 45 minutes 12 seconds West a distance of 164.99 feet to a capped rebar set stamped "CARR 00010LS" lying at the beginning of a curve to the right, concave Southeasterly having a radius of 15.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, a chord bearing of North 35 degrees 14 minutes 48 seconds East, a chord length of 21.21 feet, an arc distance of 23.56 feet to a capped rebar set stamped "CARR 00010LS", said point being on the Southerly right of way of Shelby County Highway #80; thence run North 80 degrees 14 minutes 47 seconds East along said right of way run a distance of 186.02 feet to a point lying at the beginning of a curve to the left, concave Northerly having a radius of 766.32 feet, a central angle of 00 degrees 57 minutes 36 seconds, a chord bearing of North 79 degrees 45 minutes 59 seconds East, a chord length of 12.84 feet, an arc distance of 12.84 feet to a capped rebar set stamped "CARR 00010LS", thence continue tangent to last described curve run North 79 degrees

17 minutes 11 seconds East along said right of way run a distance of 289.55 feet to a capped rebar found stamped "LO Weygand 10373"; said point being the beginning of a curve to the left, concave Northerly, having a radius of 4627.74 feet, a central angle of 02 degrees 45 minutes 23 seconds, a chord bearing of North 77 degrees 54 minutes 30 seconds East, a chord length of 222.62 feet, an arc distance of 222.64 feet to a capped rebar set stamped "CARR 00010LS"; thence continue tangent to last described curve and along said right of way run North 76 degrees 31 minutes 48 seconds East for a distance of 289.44 feet to a capped rebar set stamped "CARR 00010LS" lying at the Northwest corner of Lot 263 Wynlake Sector 5 as recorded in Map Book 40, Page 125 in the aforesaid Probate Court of Shelby County; thence run South 13 degrees 33 minutes 05 seconds East along the Westerly line of said Lot 263 for a distance of 150.24 feet to a capped rebar found stamped "SMW LS 19753" lying at the Southwest corner of Lot 263 and being on the Northerly right of way of Birchwood Lane; thence run South 47 degrees 02 minutes 46 seconds East for a distance of 71.46 feet to a 5/8 inch rebar found lying at the Southerly right of way of Birchwood Lane and being the Northwest corner of Lot 261; thence run South 00 degrees 24 minutes 42 seconds West along the Westerly line of said Wynlake Sector 5 for a distance of 976.50 feet to a capped rebar found stamped "SMW LS 19753" lying at the Southwest corner of Lot 252 of said Wynlake Sector 5; thence run South 63 degrees 37 minutes 38 seconds East for a distance of 58.20 feet to a capped rebar found stamped "R&G CA 114LS"; thence run South 86 degrees 02 minutes 56 seconds East for a distance of 72.82 feet to a capped rebar found stamped "R&G CA 114LS" lying at the Southeast corner of said Lot 252 and being on the Westerly right of way of North Wynlake Drive; thence run South 75 degrees 20 minutes 35 seconds East for a distance of 61.90 feet to a cross cut found in a power box lying at the Southwest corner of Lot 209 of said Wynlake Sector 5 and being on the Easterly right of way of North Wynlake Drive; thence run South 89 degrees 35 minutes 18 seconds East for a distance of 128.83 feet to a capped rebar found stamped "SMW LS 19753" lying at the Southeast corner of said Lot 209 and being on the East line of said Section 22; thence run South 00 degrees 30 minutes 51 seconds West a distance of 508.16 feet to the point of beginning.

Less and Except:

Lot 23 according to the Plat of Wynlake, Sector 6, Phase 1 in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama.

Lot 12, according to the Plat of Wynlake, Sector 6, Phase 1 in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama

Lot 14, of the Plat of Wynlake, Sector 6, Phase 1 in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama.

Lot 21, according to map or plat of Wynlake Sector 6 Phase 1, as recorded in Map Book 58, Page 36 in the Probate Office of Shelby County, Alabama.

Lot 15 of the Plat of Wynlake, Sector 6, Phase 1 as recorded in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama.

Lot 13 of the Plat of Wynlake, Sector 6, Phase 1 in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama.

Lot 22 according to the Plat of Wynlake, Sector 6, Phase 1 in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama.

Lot 27, according to the Plat of Wynlake, Sector 6, Phase 1 in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama.

Lot 29, according to the Plat of Wynlake Sector 6, Phase 1, as recorded in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama

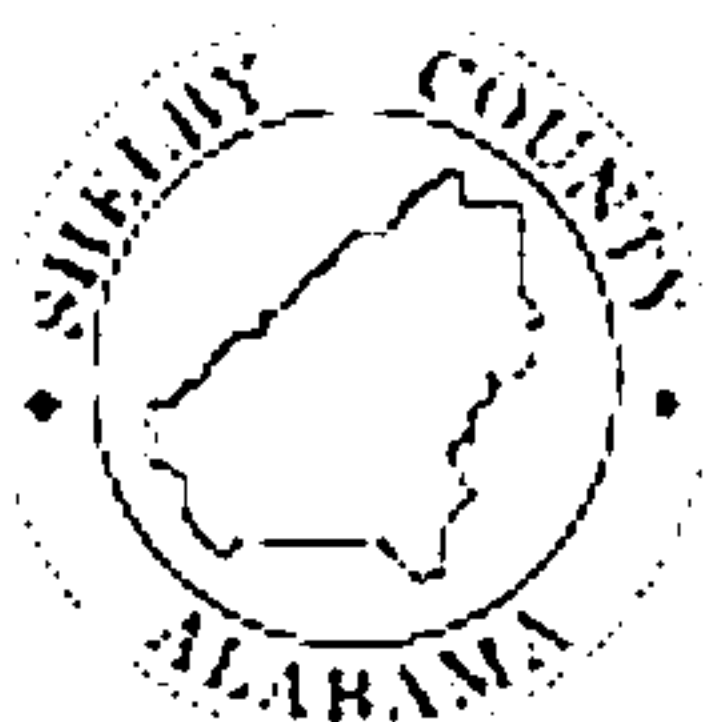
Lot 16 according to the Plat of Wynlake, Sector 6, Phase 1 in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama.

Lot 26, according to the Plat of Wynlake, Sector 6, Phase 1 in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama

Lot 28 according to the Plat of Wynlake, Sector 6, Phase 1 in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama.

Lot 9 according to the Plat of Wynlake, Sector 6, Phase 1 in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama

Lot 25, according to the Plat of Wynlake, Sector 6, Phase 1 in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/11/2026 12:50:24 PM
\$47.00 KELSEY
20260311000071390

Allie S. Bayl