



DOCKET#:25647 Type:ERX-Mortgage
PAGES:6

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GLOUCESTER COUNTY CLERK
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05/06/2021
MB 16908 131

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DOCUMENT DATE: 04/01/2021

PARTIES:

FIRST PARTY-BRIAN S ANDERSON

SECOND PARTY-SECRETARY OF HOUSING/URBAN DEVELOPMENT

RECORD & RETURN TO:
CORPORATION SERVICE COMPANY

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Loan No: 0019552215
 FHA Case No.: 351-6980572

PARTIAL CLAIM MORTGAGE

THIS PARTIAL CLAIM MORTGAGE ("Security Instrument") is given this 1st day of April, 2021. The Mortgagor is BRIAN S. ANDERSON, whose address is 1157 RED BANK AVE, WEST DEPTFORD, NJ 08086 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, whose address is 451 Seventh Street SW, Washington, DC 20410 (herein "Lender"). Borrower owes Lender the principal sum of SEVENTEEN THOUSAND SIX HUNDRED FIFTY ONE AND 05/100 Dollars (U.S. \$17,651.05). 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 April 1, 2046.

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, with interest, 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, grant and convey to Lender, the following described property located in the County of GLOUCESTER, State of NEW JERSEY:

See Exhibit "A" attached hereto and made a part hereof;

Tax Parcel No.: 121-6

which has the address of 1157 RED BANK AVE, WEST DEPTFORD, NJ 08086 ("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 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 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 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 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 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. 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



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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; (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, foreclosure by judicial proceeding and sale of the Property; (e) the Borrower's right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure; and (f) any other disclosure required under the Fair Foreclosure Act, codified at Sec. 2A:50-53 et seq. of the New Jersey Statutes, or other Applicable Law. 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 foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, attorneys' fees and costs of title evidence permitted by Rules of Court.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Promissory Note, the Secretary may invoke the non-judicial 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 by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to Lender under this paragraph or applicable law.

8. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel 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. No Claim of Credit for Taxes. Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

10. Bankruptcy Discharge. If Borrower, subsequent to April 1, 2021, receives discharge in a Chapter 7 bankruptcy, and there is no valid reaffirmation agreement of the underlying debt, Lender will not attempt to re-establish any personal liability for the underlying debt.



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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.



BRIAN S. ANDERSON -Borrower

Date: 4/28/21

_____[Space Below This Line For Acknowledgments]_____

State of New Jersey

SS:

County of Berlin

I certify that on this 28th day of April, 2021, **BRIAN S. ANDERSON**, personally came before me, a Notary Public and acknowledged under oath, to my satisfaction, the he (she) is named in and personally signed this document; and delivered this document as his (her) act and deed.



NOTARY PUBLIC

My commission expires : 06/2023



KRYSTAL R. SIEGER
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50084726
My Commission Expires 6/20/2023



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Exhibit "A"

Loan Number: 0019552215

Property Address: 1157 RED BANK AVE, WEST DEPTFORD, NJ 08086

Legal Description:

ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND, SITUATE AND LYING IN THE TOWNSHIP OF WEST DEPTFORD, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EASTERLY EDGE OF RED BANK AVENUE, (66 FEET WIDE), THE SAID POINT BEING THE CORNER TO LOT 7 AND LOT 8 AS SHOWN ON A PLAN OF LOTS PREPARED FOR GEORGE T. ASHMEAD, ESQUIRE, BY EDWARD H. SAUNDERS, DATED JULY 23, 1853, THE SAID POINT BEING DISTANT 100 FEET NORTHWARDLY ALONG THE SAID EASTERLY LINE OF RED BANK AVENUE FROM OLD STONE CORNER TO LOTS 8 AND 9 ON THE SAID PLAN, AND RUNNING; THENCE (1) ALONG THE AFORESAID LOT 7, NORTH 71 DEGREES EAST, 300 FEET TO THE WESTERLY EDGE OF UNNAMED STREET; THENCE (2) THEREBY, SOUTH 19 DEGREES EAST, 75 FEET TO A POINT FOR A CORNER; THENCE (3) BY OTHER LANDS NOW OR FORMERLY OF THE GRANTOR, SOUTH 71 DEGREES WEST, 300 FEET TO THE EASTERLY LINE OF RED BANK AVENUE; THENCE (4) THEREBY, NORTH 19 DEGREES WEST 75 FEET TO THE PLACE OF BEGINNING. FOR INFORMATIONAL PURPOSES ONLY: ALSO KNOWN AS LOT 6 IN BLOCK 121 ON THE TOWNSHIP OF WEST DEPTFORD TAX MAP.



* 0 0 1 9 5 5 2 2 1 5 *
12338 06/18 Exhibit A Legal Description Attachment



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