

Recording Requested By/Return To:  
**JPMORGAN CHASE BANK, N.A.**  
**MHA DEPARTMENT**  
**780 KANSAS LANE**  
**2ND FLOOR, LA4-3125**  
**MONROE, LA 71203**

This Instrument Prepared By:

**Todd Hale**  
**Vice President**

**JPMORGAN CHASE BANK, N.A.**  
**3415 VISION DRIVE**  
**COLUMBUS, OHIO 43219-6009**



20141107000351780 1/5 \$26.00  
Shelby Cnty Judge of Probate, AL  
11/07/2014 10:01:12 AM FILED/CERT

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### **SUBORDINATE MORTGAGE**

**FHA Case Number 703 011-6601383**

This SUBORDINATE MORTGAGE ("Security Instrument") is given on AUGUST 22, 2014.

The Mortgagor(s) are CEDRIC T HARRIS JR AND MELODIA HARRIS HUSBAND AND WIFE whose address is 438 SAVANNAH CV, CALERA, ALABAMA 35040 (Borrower).

This Security Instrument is given to the Secretary of the U.S. Department of Housing and Urban Development, whose address is U.S. Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street Southwest, Washington, DC 10410 (Lender/Mortgagee). The Borrower owes the Lender/Mortgagee the principal sum of NINE THOUSAND SEVEN HUNDRED AND 74/100THS (U.S. \$9,700.74).

This debt is evidenced by the 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 SEPTEMBER 01, 2044.

This Security Instrument secures to the Lender/Mortgagee: (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 the Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, the Borrower does hereby mortgage, warrant, grant and convey to the Lender/Mortgagee and Lender's/Mortgagee's successors and assigns, with power of sale the following described property located in SHELBY County, ALABAMA:



LEGAL DESCRIPTION:

THE LAND REFERRED TO IS SITUATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY, CITY OF CALERA, AND DESCRIBED AS FOLLOWS: LOT 508, ACCORDING TO THE SURVEY OF SAVANNAH POINTE, SECTOR V, PHASE II, AS RECORDED IN MAP BOOK 30, PAGE 42, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SUBJECT TO EXISTING EASEMENTS, RESTRICTIONS, SET-BACK LINES, RIGHTS OF WAY, LIMITATIONS, IF ANY OF RECORD. APN: 22 9 31 2 003 008.000  
Tax Parcel No: 22 9 31 2 003 008.000

which has the address of 438 SAVANNAH CV, CALERA, ALABAMA 35040, ("Property Address");

**To Have And To Hold** this property unto Lender/Mortgagee and Lender's/Mortgagee's successors and assigns, forever, together with all the improvement 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 the Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that Property is unencumbered, except for encumbrances of record. The 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.

The Borrower and the Lender/Mortgagee covenant agree as follows:

**UNIFORM COVENANTS.**

1. **Payment of Principal.** The Borrower shall pay when due the principal of the debt evidenced by the Note.

2. **Borrower Not Released; Forbearance by Lender/Mortgagee Not a Waiver.** Extension of the time of payment of the sums secured by this Security Instrument granted by the Lender/Mortgagee to any Successor in interest of the Borrower shall not operate to release the liability of the original Borrower or the Borrower's successor in interest. The Lender/Mortgagee 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 the Borrower's successors in interest. Any forbearance by the Lender/Mortgagee 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 the Lender/Mortgagee and the Borrower. The Borrower's covenants and agreements shall

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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 the 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 the Lender/Mortgagee 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 the 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 the Borrower designates by notice to the Lender/Mortgagee. Any notice to the Lender/Mortgagee shall be given by first class mail to: U.S. Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street Southwest, Washington, DC 10410 or any address the Lender/Mortgagee designates by notice to the Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to the Borrower or the Lender/Mortgagee 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.** The Borrower shall be given one copy of the Note and of this Security Instrument.

**NON-UNIFORM COVENANTS.** The Borrower and the Lender/Mortgagee further covenant and agree as follows;

**7. Acceleration; Remedies.** Lender/Mortgagee 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 sums secured by this Security Instrument and sale of the Property. The notice shall further inform the 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/Mortgagee, 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/Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph, including but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's/Mortgagee's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 7 of the Note, the Secretary may invoke the non-judicial power of sale provided in the Single Family Mortgage



Foreclosure Act of 1994 ("Act")(12U.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 the Secretary of any rights otherwise available to a Lender/Mortgagee under this Paragraph or applicable law.

**8. Release.** Upon payment of all sums secured by this Security Instrument, Lender/Mortgagee shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

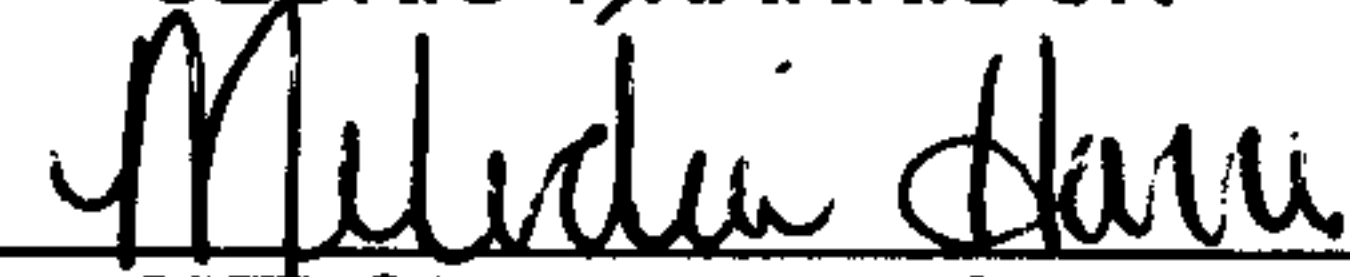
**9. Waivers.** Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

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

\_\_\_\_\_[Space Below This Line For Borrower Acknowledgement]\_\_\_\_\_

  
Borrower - CEDRIC T HARRIS JR

Date: 10, 17, 14

  
Borrower - MELODIA HARRIS

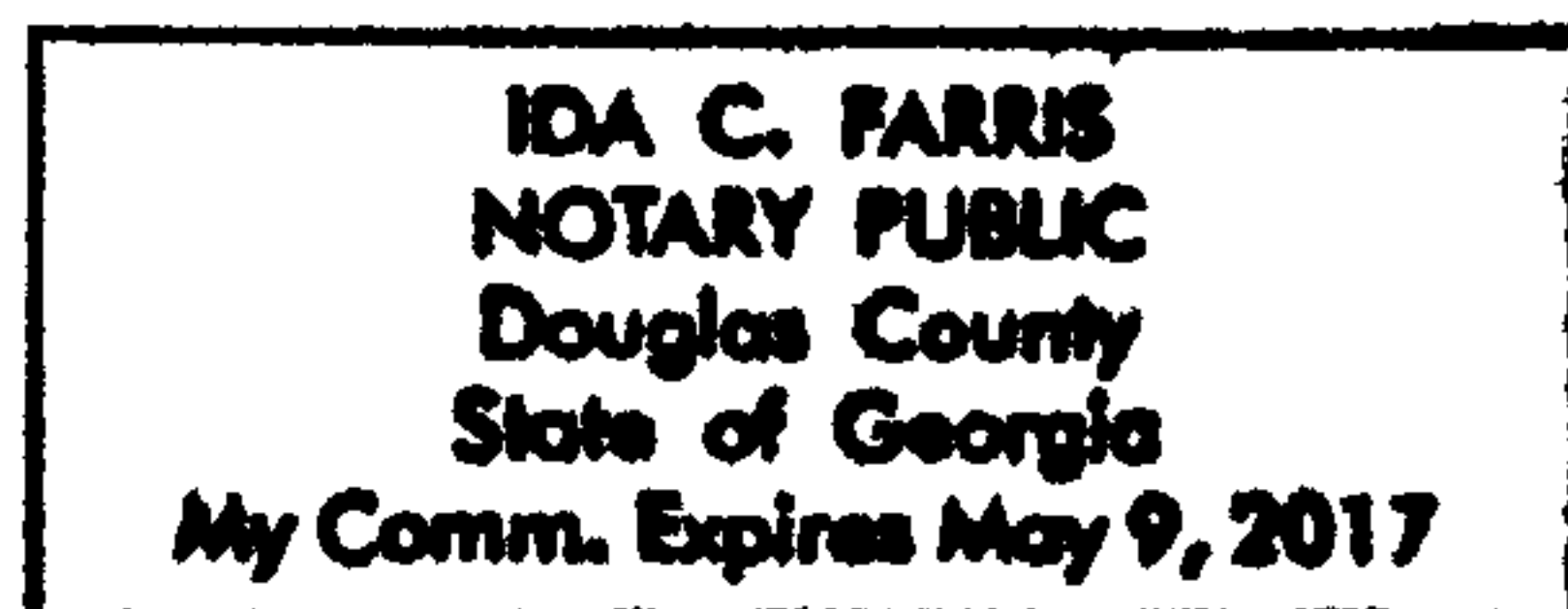
Date: 10, 17, 14

The State of ~~ALABAMA~~ Georgia }  
Douglas County }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that **CEDRIC T HARRIS JR AND MELODIA HARRIS**, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 17 day of October, A.D. 2017.

[SEAL]




  
Signature of Notary Public

My Commission expires: May 9, 2017

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