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Shelby Cnty Judge of Probate, AL
06/26/2018 03:17:31 PM FILED/CERT

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:

Tomas Witkowski
Vice President

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

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SUBORDINATE MORTGAGE

FHA Case Number 011-5688410

This SUBORDINATE MORTGAGE ("Security Instrument") is given on JUNE 01, 2018.

The Mortgagor(s) are VICKI C DILL AND MATTHEW B DILL, WIFE AND HUSBAND whose address is 205 PITTS DR, COLUMBIANA, ALABAMA 35051 (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 20410 (Lender/Mortgagee). The Borrower owes the Lender/Mortgagee the principal sum of ONE THOUSAND EIGHT HUNDRED TWENTY-SEVEN AND 67/100THS (U.S. \$1,827.67).

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 JUNE 01, 2048.

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 COUNTY OF SHELBY, CITY OF COLUMBIANA AND STATE OF ALABAMA, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 25, TOWNSHIP 21 SOUTH, RANGE 1 WEST; THENCE PROCEED SOUTH 89 DEGREES 03 MINUTES 30 SECONDS WEST (MB) ALONG THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 SECTION 25, TOWNSHIP 21 SOUTH, RANGE 1 WEST, FOR A DISTANCE OF 2285.43 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF WASHINGTON STREET; THENCE TURN AN ANGLE OF 100 DEGREES 18 MINUTES TO THE LEFT AND PROCEED SOUTH 11 DEGREES 14 MINUTES 30 SECONDS EAST (MB) ALONG THE WEST RIGHT OF WAY LINE OF WASHINGTON STREET FOR A DISTANCE OF 827.98 FEET TO THE POINT OF INTERSECTION OF THE WEST RIGHT OF WAY LINE OF WASHINGTON STREET AND THE SOUTH RIGHT OF WAY LINE OF PITTS DRIVE; THENCE TURN AN ANGLE OF 100 DEGREES 18 MINUTES TO THE RIGHT AND PROCEED ALONG THE SAID SOUTH RIGHT OF WAY LINE OF PITTS DRIVE FOR A DISTANCE OF 711.51 FEET TO THE POINT OF BEGINNING OF THE LOT HEREIN CONVEYED; THENCE TURN AN ANGLE OF 90 DEGREES 00 MINUTES TO THE LEFT AND PROCEED FOR A DISTANCE OF 150.00 FEET TO A POINT; THENCE TURN AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT AND PROCEED FOR A DISTANCE OF 135.33 FEET TO A POINT; THENCE TURN AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT AND PROCEED FOR A DISTANCE OF 150.00 FEET MORE OR LESS, TO A POINT ON THE SAID SOUTH RIGHT OF WAY LINE OF PITTS DRIVE (BEING ON THE INSIDE ARC OF A 12 DEGREES 00 MINUTES CURVE); THENCE PROCEED NORTHEASTERLY ALONG THE SAID ARC OF THE 12 DEGREES 00 MINUTES CURVE FOR A DISTANCE OF 20.00 FEET, MORE OR LESS, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED NORTH 89 DEGREES 03 MINUTES 30 SECONDS EAST (MB) ALONG THE SAID SOUTH RIGHT OF WAY LINE OF PITTS DRIVE FOR A DISTANCE OF 115.33 FEET TO THE POINT OF BEGINNING; SAID LOT IS LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 1 WEST; BEING SITUATED IN SHELBY COUNTY, ALABAMA. PARCEL ID: 21 7 25 3 001 038.000
Tax Parcel No: 21 7 25 3 001 038.000

which has the address of 205 PITTS DR, COLUMBIANA, ALABAMA 35051, ("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.

FHA Subordinate Security Instrument

CR42439
FM119
(page 2 of 5 pages)



20180626000227870 2/5 \$28.00
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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 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 20410 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] _____



Vicki C. Dill
Borrower - VICKI C DILL
(Must Be Signed Exactly as Printed)

Date: 6/8/18

Math B Dill
Borrower - MATTHEW B DILL
(Must Be Signed Exactly as Printed)

Date: 6/8/18

The State of ALABAMA }
Shelby County }
Enter County Here

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that VICKI C DILL AND MATTHEW B DILL, 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 8th day of June, A.D. 2018.

[Signature]
Signature of Notary Public

[SEAL]

My Commission expires: **My Commission Expires: February 17, 2021**

Filed and Recorded
Official Public Records

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or, Probate Judge,

[Signature]

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(page 5 of 5 pages)

