RETURN RECORDED DOCUMENT TO:
Truist
Loss Mitigation, RVW 3054
1001 Semmes Avenue
Richmond, VA 23224
Prepared By: **TRUIST**

_________________________(Space Above This Line for Recording)____________________

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE (A Security Instrument) is given this **8th** day of **MAY, 2020.** The mortgagors are **JEFFREY A LACROIX AND ANGELA V LACROIX, HUSBAND AND WIFE** whose address is **205 NOTTINGHAM DR CALERA, ALABAMA 35040** (Borrowers). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 20410 (Lender). Borrower owes Lender the principal sum of **THIRTY EIGHT THOUSAND EIGHT HUNDRED EIGHTY SIX and 86/100 Dollars (U.S. $38,886.86)**. This debt is evidenced by Borrowers 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 1, 2050**. 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 Borrowers 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, **County of SHELBY, ALABAMA**.

See attached for legal description
which has address of 205 NOTTINGHAM DR CALERA, ALABAMA 35040;

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter al 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 seized of the estate hereby conveyed and has the right to mortgage, grant, 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

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

2. Borrower Note Released; Forbearance By Lender Not a Waiver. Extension of the time of payment of 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 Borrowers successor in interest.

3. Lenders shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrowers 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.

4. 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. Borrowers 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 Borrowers 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 Borrowers consent.

5. 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 of any other address Borrower designates by notice Lender. Any notice to Lender shall be given by first class mail to: **Department of Housing and Urban Development, Attn: Single Family Notes Branch, 451 Seventh Street, SW, Washington, D.C. 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.

6. 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.

7. Borrowers 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:

8. Acceleration; Remedies. If the Lenders interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under the Paragraph 7 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. 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 under this paragraph or applicable law.

BY SIGNING 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.

Witnesses Sign:____________________

Witnesses Print:____________________

Jeffrey A Lacroix (SEAL)
JEFFREY A LACROIX

Witnesses Sign:____________________

Witnesses Print:____________________

____________________[Space Below This Line for Acknowledgment]____________________

State of Alabama

County of Shelby

On the 19 day of May, 2020, before me personally appeared JEFFREY A LACROIX personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in his/her capacity, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Rhonda W. McGhee (Seal)

My commission expires: 6/8/2020

RHONDA W. MCGHEE
Notary Public
Alabama State at Large

BY SIGNING 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.

Witnesses Sign:____________________

Witnesses Print:____________________

Angela V. Lacroix (SEAL)
ANGELA V LACROIX

Witnesses Sign:____________________

Witnesses Print:____________________

____________________[Space Below This Line for Acknowledgment]____________________

State of AlAbamA

County of Shelby

On the 19 day of May, 2020, before me personally appeared ANGELA V LACROIX personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in his/her capacity, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Rhonda W. McGhee (Seal)

My commission expires: 6/8/2020

RHONDA W. MCGHEE
Notary Public
Alabama State at Large

EXHIBIT "A"

File No.: 44444-18-0892

Lot 99, according to the Final Plat Nottingham, Phase 1, as recorded in Map Book 28, Page 127, in the Probate Office of Shelby County, Alabama.

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/28/2020 08:18:46 AM
$38.00 CHERRY
20200528000212360