



20200825000370960 1/4 \$34.75
Shelby Cnty Judge of Probate, AL
08/25/2020 12:15:51 PM FILED/CERT

Document prepared by: Crystal Francis

After recording, return to:
Trustmark Mortgage
Attn: Crystal Francis/Loan Adm.
201 Country Place Parkway
Pearl, MS 39208
601-208-5937
NMLS ID 964254

Borrower(s)
Phillip C. Estes
Dawn L. Estes
102 Horseshoe Cir
Alabaster, AL 35007
205-229-4927

Loan No. 2923746

FHA Case No. 011-5181193-703

Index: Lot 426, Stage Coach Trace Sector 4

SUBORDINATE DEED OF TRUST

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is given on **June 15, 2020**. The Mortgagor is **Phillip C. Estes and Dawn L. Estes** whose address is **102 Horseshoe Cir., Alabaster, AL 35007** ("Borrower"). This Security Instrument is given to Trustmark National Bank as Trustee for the benefit of the Secretary of Housing and Urban Development and whose address is 201 Country Place Parkway, Pearl, Mississippi 39208 ("Lender"). Borrower owes Lender the principal sum of **Two Thousand Four Hundred Twenty Dollars and 76/100 (\$ 2,420.76)**. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if note paid earlier, due and payable on **January 1, 2045**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of 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, warrant, grant and convey to the Lender, with power of sale the following described property located in **Shelby County, Alabama:**

SEE EXHIBIT "A "

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 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.

The debt secured by this Deed of Trust is junior and subordinate to the Deed of Trust recorded in **Instrument #20031120000754090 Page 1/7 of the record of the Chancery Clerk of Shelby County, Alabama**

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 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 the 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 prelude 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 terms of this Security Instrument of the Note without that Borrower's consent.

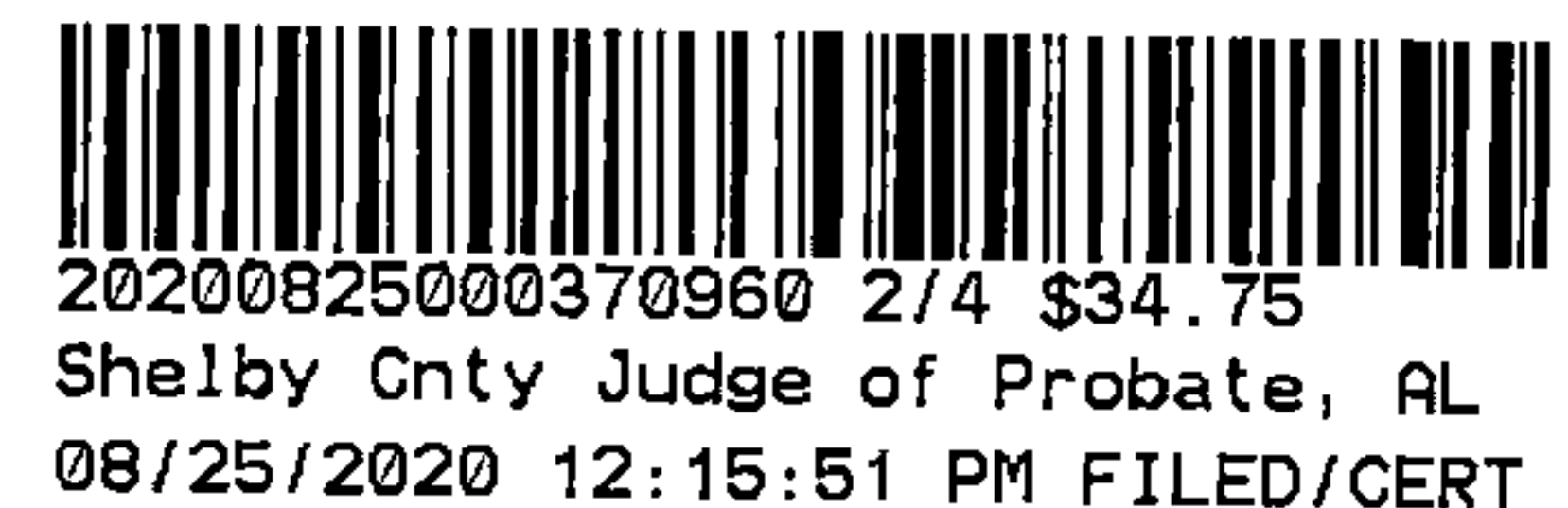
4. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by Notice to Lender. Any notice to Lender shall be given by first class mail to the Novad Management Consulting, Shepherd's Mall, 2401 N W 23rd Street, Suite 1A, Oklahoma City, OK 73107 (877) 622-8525 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.** The 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 the 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 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.



8. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 7 of the Subordinate Note, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 8, including, but not limited to, reasonable attorney's fees and costs of title evidence.

Trustee 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 herein. 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 and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in the Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, 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 8 or applicable law.

9. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument without charge to Borrower. If trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs.

10. **Substitute Trustee.** Lender, at its option, may from time to time remove trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by 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.

Witness:

Adam Warner

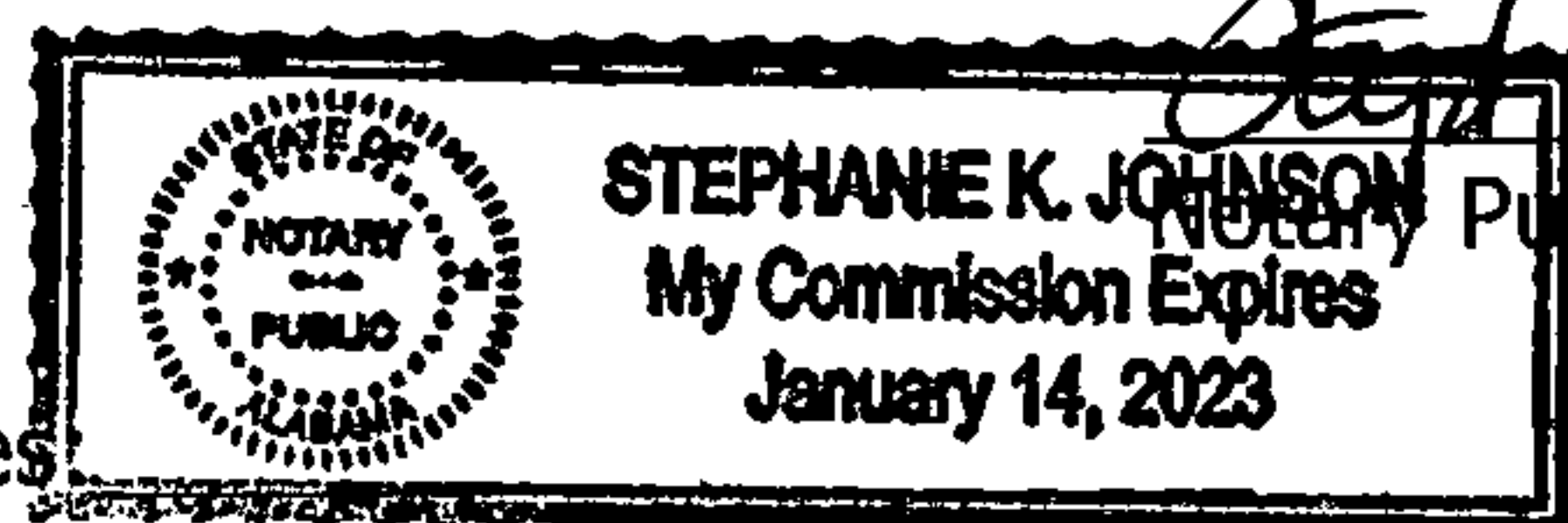
Phillip C. Estes 6-22-20
Phillip C. Estes, Date Borrower

Dawn L. Estes 6-22-20
Dawn L. Estes, Date Co-Borrower

STATE OF ALABAMA
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said County and State, on this 22nd day of June, 2020, within my jurisdiction, the within named **Phillip C. Estes and Dawn L. Estes** acknowledged that he/she executed the above and foregoing instrument.

My Commission Expires



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Exhibit "A"

LOT 426, ACCORDING TO
THE SURVEY OF FINAL PLAT STAGE COACH TRACE SECTOR 4, AS RECORDED IN MAP
BOOK 30, PAGE 45, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.



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