



20201202000549450 1/5 \$34.00  
Shelby Cnty Judge of Probate, AL  
12/02/2020 10:29:13 AM FILED/CERT

Prepared by:  
Letishia Mitchell  
Trustmark National Bank  
201 Country Place Pkwy  
Pearl, MS 39208  
601-208-7023

After recording return to:  
Trustmark National Bank  
P.O. Box 522  
Jackson, MS 39205  
1-800-844-2000

Borrower(s):  
Emily A. Gibbons  
Jonathan A. Gibbons  
8317 Wynwood Circle  
Heiena, AL 35080  
205-616-0604

Grantor:  
Secretary of HUD  
2401 NW 23<sup>rd</sup> St, Suite 1A  
Oklahoma City, OK 73107  
1-877-622-8525

**FHA Case No. 011-8726655-703**  
**Loan No. 4172660**

### **SUBORDINATE DEED OF TRUST**

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is given on **October 06, 2020**. The Mortgagor(s), **Emily A Gibbons and Jonathan A Gibbons, wife and husband (Borrower)**, whose address is **8317 Wynwood Circle Helena, AL 35080**, this Security Instrument is given to **Trustmark National Bank**, whose address is **201 Country Place Pkwy, Pearl, Mississippi 39208** ("Lender") as Trustee for the benefit of the Secretary of Housing and Urban Development (FHA/HUD). Borrower owes Lender the principal sum of **Three Thousand Three Hundred Sixteen and 68/100 Dollars (U.S. \$3,316.68)**. 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 **September 1, 2047**. 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 the land records in the Register's Office of **Shelby** County, Alabama:

**Indexing Instructions:**

(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 party 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 or 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 at **Instrument # 20170828000312560** at **PG: 1-16**.

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 U. S. Department of HUD, c/o Novad Management Consulting, 2401 NW 23<sup>rd</sup> Street, Suite 1A, Oklahoma City, OK 73107, Ph 1-877-622-8525 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.

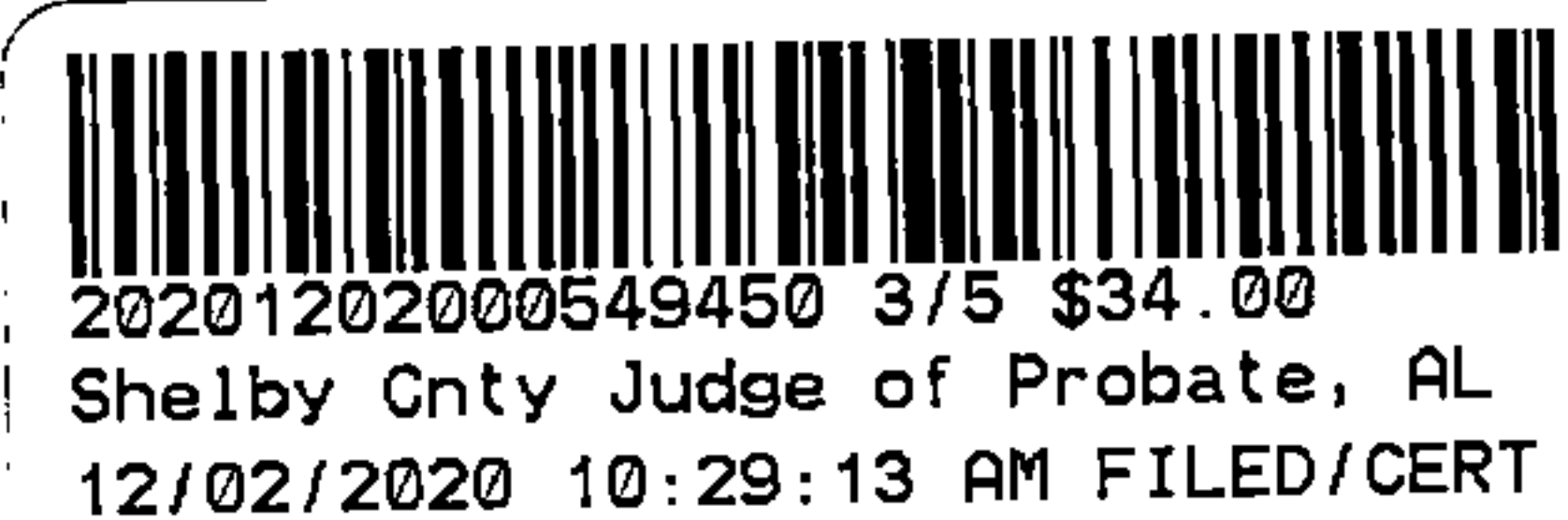
Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made herein. Trustee shall apply the proceeds of the sale in the following 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.

11. Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default there under. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.



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

Emily A. Gibbons  
Emily A. Gibbons Borrower

Jonathan A. Gibbons  
Jonathan A. Gibbons Borrower

STATE OF ALABAMA

COUNTY OF Shelby

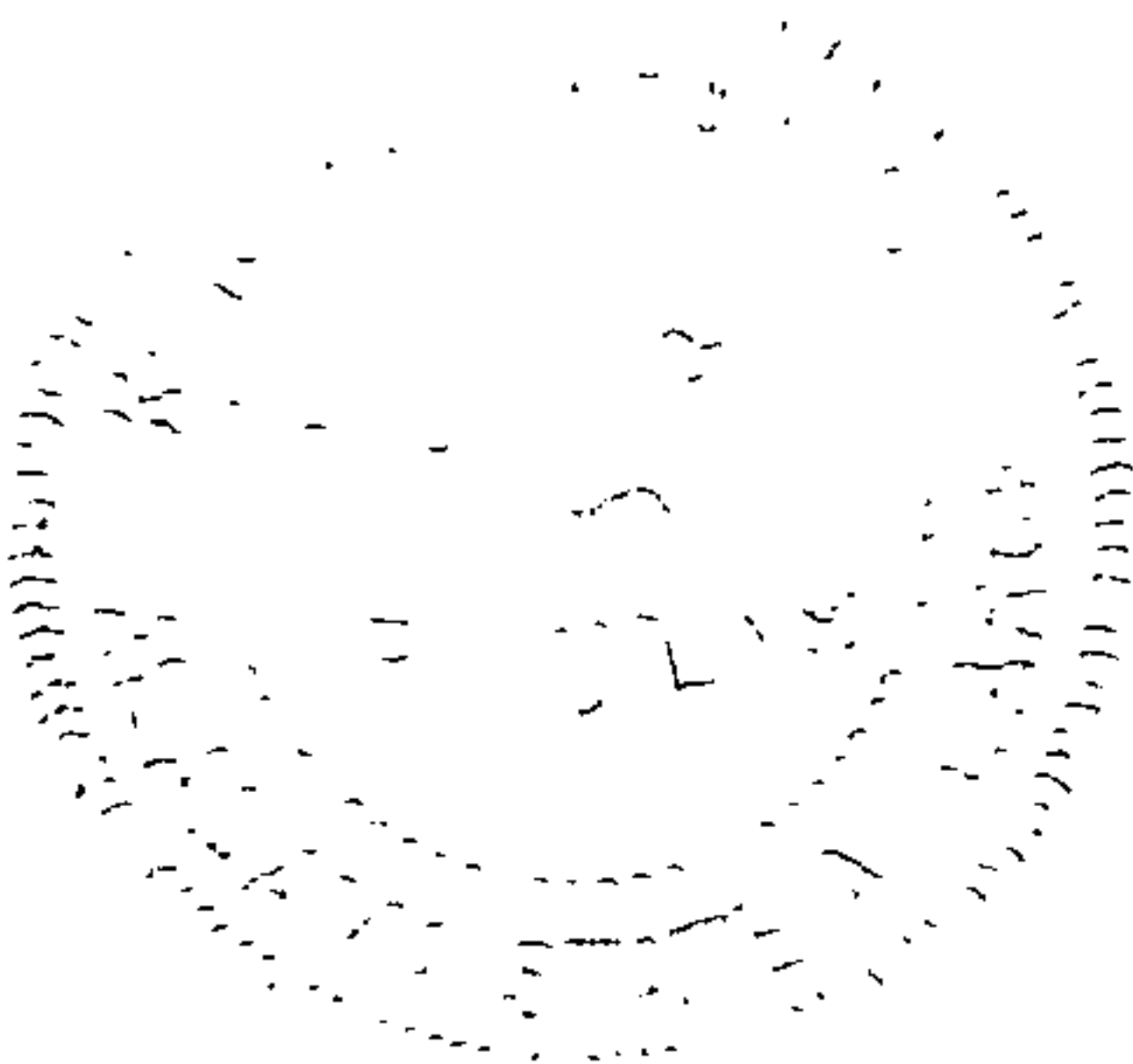
Personally appeared before me, the undersigned authority in and for the said County and State, on this 10<sup>th</sup> day of October, 2020, within my jurisdiction, the within named **Emily A. Gibbons and Jonathan A. Gibbons** who acknowledged that they executed the above and foregoing instrument.

Kristal Marshall  
Notary Public

My Commission Expires: 1/4/22



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## **EXHIBIT "A"**

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**Lot 337, according to the Survey of Wyndham, Wynwood Sector, Phase III, as recorded in Map Book 24, Page 129, in the Probate Office of Shelby County, Alabama.**

**PARCEL NUMBER: 13-5-22-3-003-095.000**

**THIS IS A PURCHASE MONEY MORTGAGE. THE ENTIRE PROCEEDS ARE BEING APPLIED TO THE PURCHASE PRICE OF THE HEREIN DESCRIBED REAL PROPERTY BEING CONVEYED SIMULTANEOUSLY HEREWITH.**



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