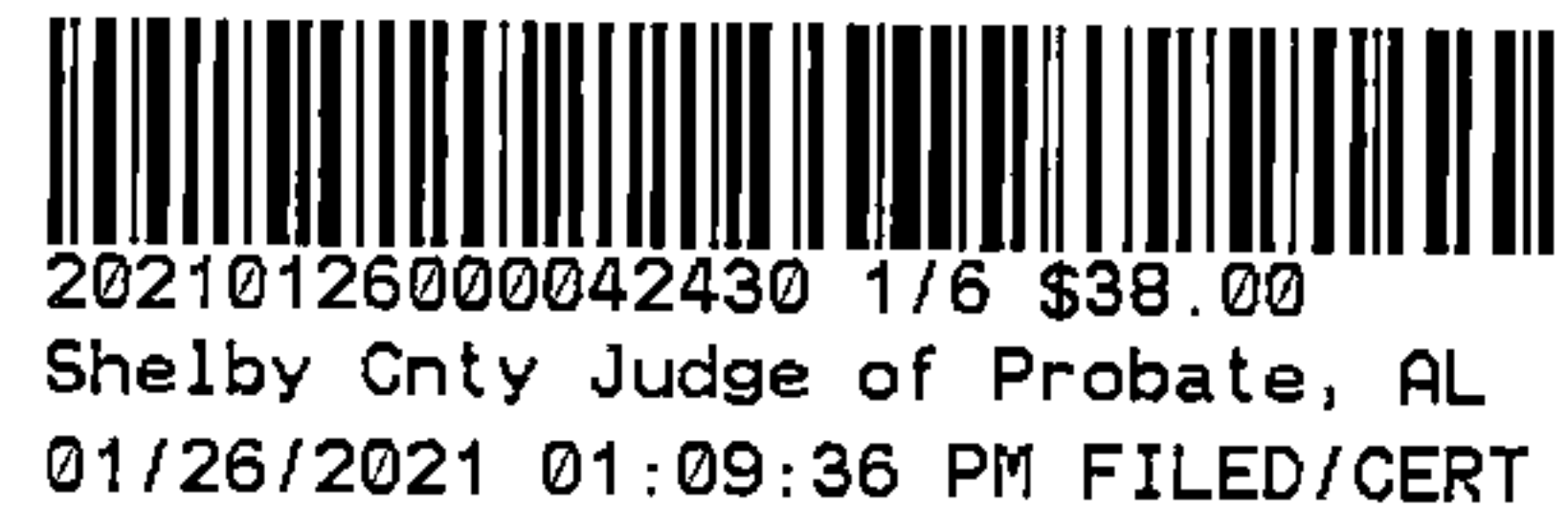


Prepared By: TIANA FARRIS  
When recorded, Mail to:  
Branch Banking and Trust Co.  
111 Millport Circle  
Greenville, SC 29607  
LM Fulfillment Group – 2<sup>nd</sup> Floor



[Space Above This Line For Recording Data]

**Parcel/Tax ID Number: 138343002013000**

**Investor Loan No.:011-916566 6**  
**Loan No.:6891683799**

## **SUBORDINATE MORTGAGE**

This SUBORDINATE MORTGAGE (“Security Instrument”) is made on **December 16, 2020**. The grantor is **JAY FITZ-GERALD and JENNIE J FITZ-GERALD, HUSBAND AND WIFE**.

(“Borrower”), whose address **2014 1ST AVE W MAYLENE, AL 35114**.

The beneficiary is the **Secretary of Housing and Urban Development**, whose address is Attention: **Single Family Notes Branch, 451 Seventh Street SW, Washington, DC 20410** (“Lender”). Borrower owes Lender the principal sum of **Eleven Thousand Six Hundred Eleven Dollars and Seventy Five Cents (U.S. \$11,611.75)**. This debt is evidenced by 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, 2049**.

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 Borrower’s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **COUNTY OF SHELBY, State of ALABAMA**:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEROF:

Tax/Parcel ID Number: 138343002013000

Which has the address of, **2014 1ST AVE W MAYLENE, AL 35114** (herein "Property Address");

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 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 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.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

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 this 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 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 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 term of this Security Instrument or 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 : Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street SW, Washington, DC 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.
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.** 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:



20210126000042430 2/6 \$38.00  
Shelby Cnty Judge of Probate, AL  
01/26/2021 01:09:36 PM FILED/CERT

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

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 7 of the Subordinate Note, the Secretary may invoke the non-judicial 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 by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to Lender under this paragraph or applicable law.

**8. Release.** Upon payment of all sums secured by this Security Instrument, Lender or Trustee shall cancel this Security Instrument to Borrower. If Trustee is requested to release this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall only pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if a fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.



20210126000042430 3/6 \$38.00  
Shelby Cnty Judge of Probate, AL  
01/26/2021 01:09:36 PM FILED/CERT

BY SIGNING BELOW Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

[Signature]  
Borrower: **JAY FITZ-GERALD**

12-29-2020  
Date

Jennie Fitz-Gerald  
Borrower: **JENNIE J FITZ-GERALD**

12/29/2020  
Date

Borrower: \_\_\_\_\_

\_\_\_\_\_  
Date

Borrower: \_\_\_\_\_  
[Signature]  
1<sup>st</sup> Witness  
Erika Molina  
1<sup>st</sup> Witness – Printed Name

\_\_\_\_\_  
Date

[Signature]  
2<sup>nd</sup> Witness  
Meagan Van Gieson  
2<sup>nd</sup> Witness – Printed Name

[Space Below This Line for Acknowledgement]

**BORROWER ACKNOWLEDGEMENT**

State of Alabama

County of Shelby

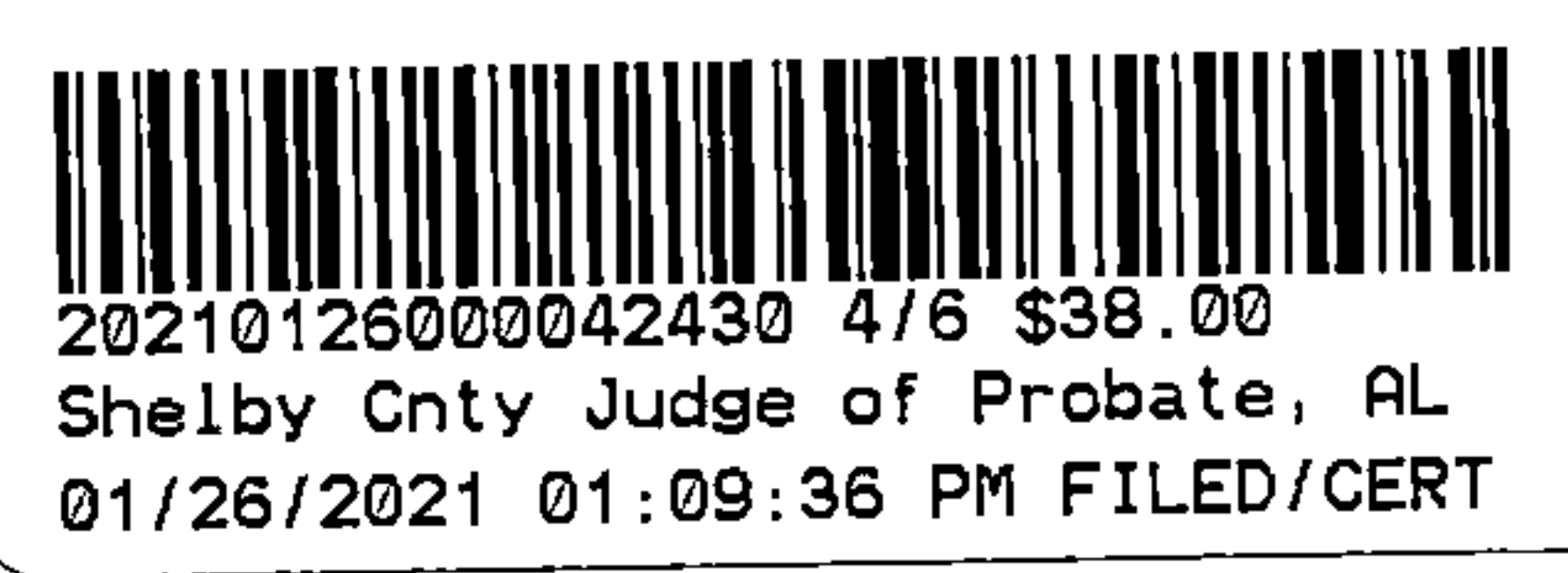
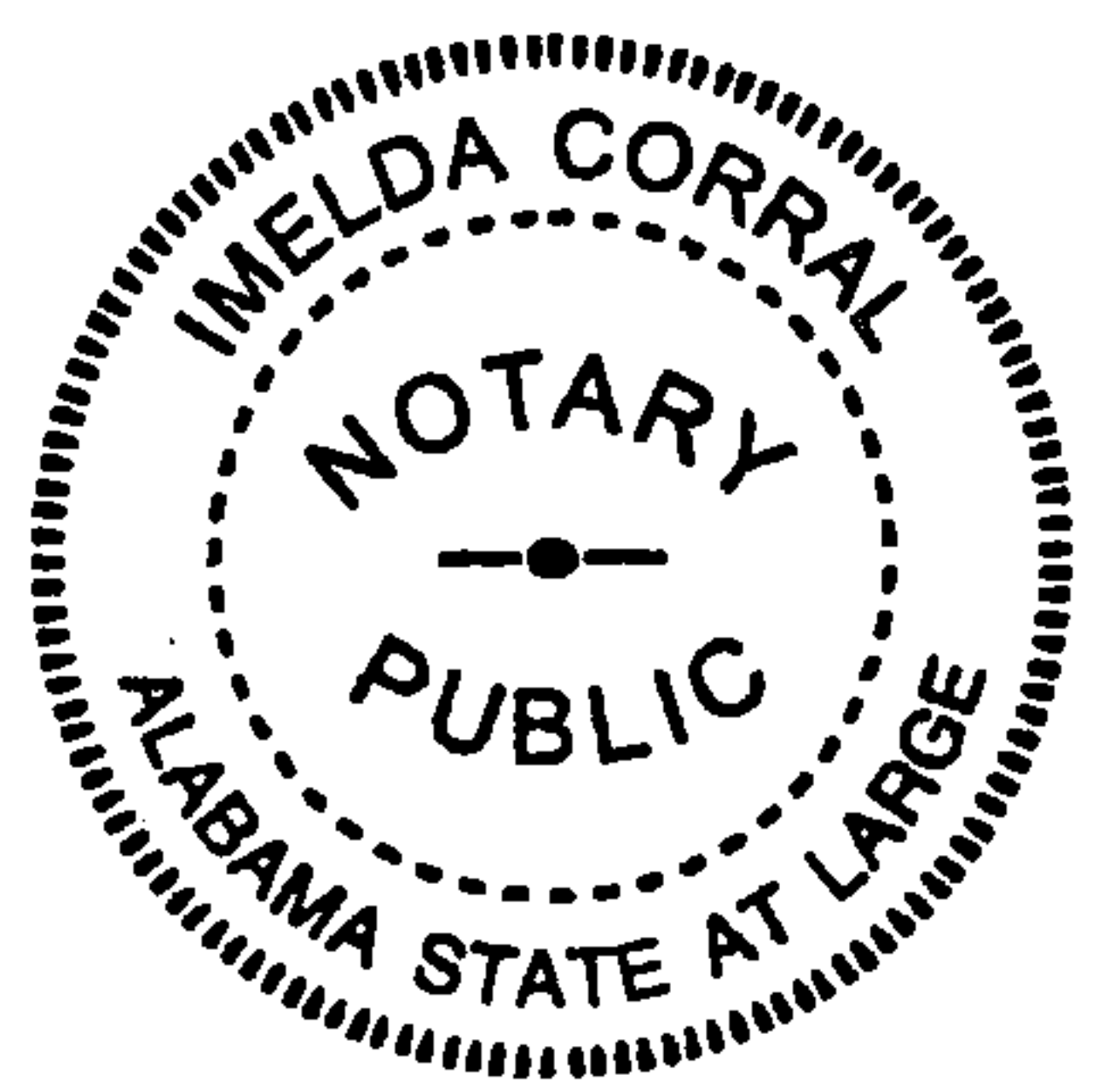
I, a Notary Public, do hereby certify **JAY FITZ-GERALD and JENNIE J FITZ-GERALD**, (here give the name of the grantor or maker) personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and (where an official seal is required by law) official seal,

This the 29th day of December (month), 2020 (year)

WITNESS my hand and official seal.  
[Signature]  
Notary Public

Print Name Imelda Corral

My commission expires: 7/20/2024



LOAN # 6891683799

EXHIBIT "A"

---

**Lot 3, Block 2, according to the Survey of Mountain View Estate, as recorded in Map Book 4, Page 19, in the Probate Office of Shelby County, Alabama.**

**PARCEL NUMBER: 13-8-34-3-002-013.000**



20210126000042430 5/6 \$38.00  
Shelby Cnty Judge of Probate, AL  
01/26/2021 01:09:36 PM FILED/CERT

December 16, 2020

BB&T Loan Number: 6891683799  
Investor Number: 011-916566 6

JAY FITZ-GERALD  
JENNIE J FITZ-GERALD  
2014 1ST AVE W  
MAYLENE, AL 35114

*Exhibit "B"*  
**ERRORS AND OMISSIONS  
COMPLIANCE AGREEMENT**

In consideration of Truist Bank, formerly known as Branch Banking and Trust Company (the "Lender") agreeing to modify the referenced loan (the "Loan") to JAY FITZ-GERALD and JENNIE J FITZ-GERALD, the Borrower(s) agree that if requested by the lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such request made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

Please Note: Branch Banking and Trust Company has changed its name and is now known as Truist Bank.

BY: *[Signature]*  
JAY FITZ-GERALD

12-29-2020  
Date:

BY: *[Signature]*  
JENNIE J FITZ-GERALD

12/29/2020  
Date



20210126000042430 6/6 \$38.00  
Shelby Cnty Judge of Probate, AL  
01/26/2021 01:09:36 PM FILED/CERT