


Prepared By: T'ANA ANDERSON
When recorded, Mail to:
Branch Banking and Trust Co.
111 Millport Circle
Greenville, SC 29607
LM Fulfillment Group – 2nd Floor


20210330000156080 1/6 \$38.00
Shelby Cnty Judge of Probate, AL
03/30/2021 01:36:55 PM FILED/CERT

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Parcel/Tax ID Number: 145160000027000

Investor Loan No.:011-726385 0
Loan No.:6995405340

SUBORDINATE MORTGAGE

This SUBORDINATE MORTGAGE ("Security Instrument") is made on **March 05, 2021**. The grantor is **JASON SPAIN AND CAROL SPAIN, HUSBAND AND WIFE**

("Borrower"), whose address **100 WOODRIDGE CIR PELHAM, AL 35124**.

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 **Seven Thousand Three Hundred Dollars and Eight Cents (U.S. \$7,300.08)**. 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 **February 01, 2042**.

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: 145160000027000

Which has the address of, **100 WOODRIDGE CIR PELHAM, AL 35124** (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 seised 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:


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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.



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

Jason Spain
Borrower: JASON SPAIN

3-16-21
Date

Carol Spain
Borrower: CAROL SPAIN

3-16-21
Date

Jason Spain
Borrower:

3-16-21
Date

Carol Spain
Borrower:

3-16-21
Date

Nancy Edwards
1st Witness

Tracy Edwards
1st Witness – Printed Name

Khrista Walker
2nd Witness

Khrista Walker
2nd Witness – Printed Name

[Space Below This Line for Acknowledgement]

BORROWER ACKNOWLEDGEMENT

State of Alabama
County of Shelby

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I, a Notary Public, do hereby certify JASON SPAIN and CAROL SPAIN, (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 16th day of March (month), 2021 (year)

WITNESS my hand and official seal.

Lu Ann B. Gossett
Notary Public
Print Name Lu Ann B. Gossett

My commission expires

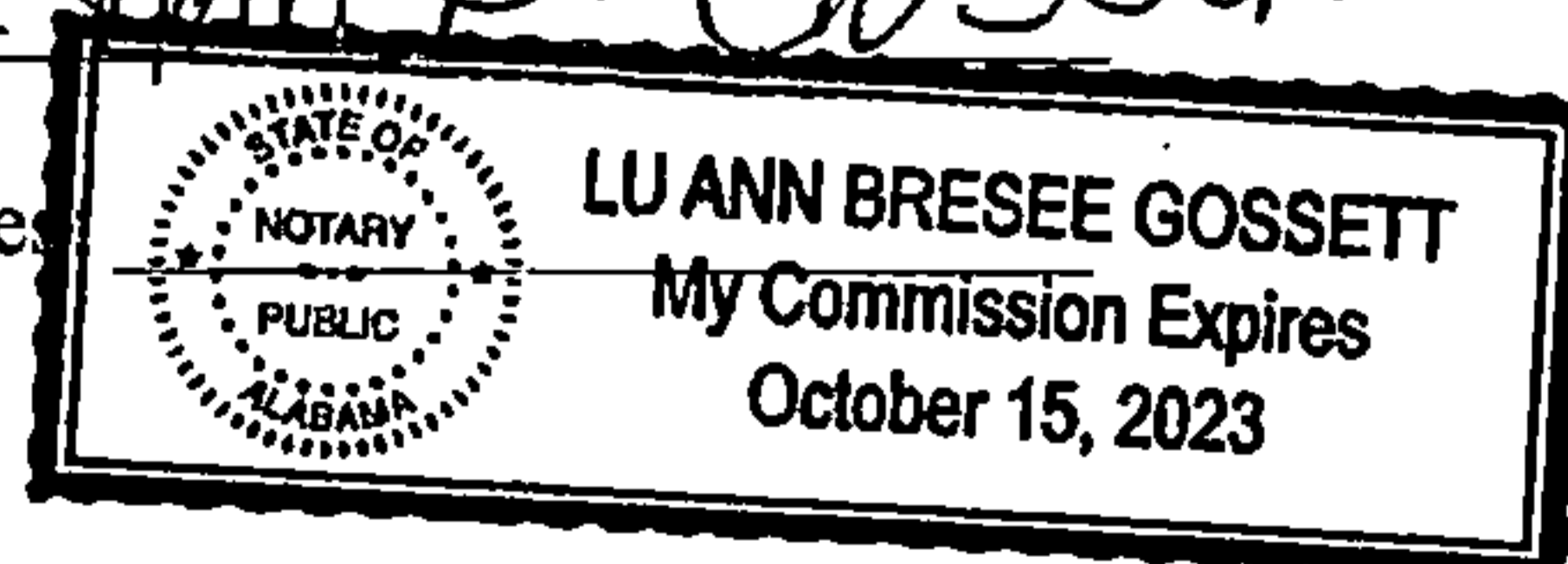



Exhibit A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Shelby,
STATE OF Alabama, AND IS DESCRIBED AS FOLLOWS


LOT 16, ACCORDING TO THE FINAL PLAT OF WOOD RIDGE, AS RECORDED IN MAP
BOOK 30, PAGE 7, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

Parcel ID 14-5-16-0-000-027 000

Commonly known as 100 WOODRIDGE CIRCLE, Pelham, AL 35124
However, by showing this address no additional coverage is provided



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20111219000383030 9/9 \$302 10
Shelby Cnty Judge of Probate, AL
12/19/2011 12 11 52 PM FILED/CERT

March 05, 2021

BB&T Loan Number: 6995405340
Investor Number: 011-726385 0

JASON SPAIN
CAROL SPAIN
100 WOODRIDGE CIR
PELHAM, AL 35124

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 JASON SPAIN and CAROL SPAIN, 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:

JASON SPAIN

Date:

3-16-21

BY:

CAROL SPAIN

Date

3-16-21



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