

20220922000365360
09/22/2022 08:21:56 AM
MORT 1/6

This Document Prepared By:
KYNA HUBBARD
FLAGSTAR BANK, FSB
532 RIVERSIDE AVE.
JACKSONVILLE, FL 32202
800-393-4887

When Recorded Mail To:
FIRST AMERICAN TITLE
ATTN: JAVIER TONY VARGAS
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707

Source of Title: INSTRUMENT NO. 20061106000544360
Tax/Parcel #: 13 5 15 3 004 006.000

_____ [Space Above This Line for Recording Data] _____

FHA Case No.: 703 011-7446057
Loan No: 0503659756

109 1ST AVE W, HELENA, ALABAMA 35080
(herein "Property Address")

PARTIAL CLAIMS MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **AUGUST 18, 2022**. The mortgagor is **JAMES LARUSSA, JR. AKA JAMES C. LARUSSA, JR., UNMARRIED** ("Borrower"), whose address is **109 1ST AVE W, HELENA, ALABAMA 35080**. This Security Instrument is given to the **Secretary of Housing and Urban Development**, whose address is **451 Seventh Street SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **SEVENTEEN THOUSAND ONE HUNDRED EIGHTY-FIVE DOLLARS AND 85 CENTS (U.S. \$17,185.85)**. 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 1, 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, 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 County of **SHELBY**, State of **ALABAMA**:

which has the address of , **109 1ST AVE W, HELENA, ALABAMA 35080** (herein "Property Address");

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

Tax Parcel No. **13 5 15 3 004 006.000**

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 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 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:

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 Lender invokes the power of sale, Lender shall give Borrower notice of sale in the manner provided in Section 4. Lender shall publish a notice of sale and shall sell the Property at the time and place and under the terms specified in the notice of sale. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable 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 this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 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 shall release this Security Instrument. Borrower shall pay any recordation costs.

9. Waivers. Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all right of dower and curtesy in the Property.

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


Borrower: JAMES LARUSSA, JR. AKA JAMES C. LARUSSA, JR.

9/19/2022
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

The State of ALABAMA)
Telfer County)

I, a Notary Public, hereby certify that JAMES LARUSSA, JR. AKA JAMES C. LARUSSA, JR., AN UNMARRIED PERSON whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 19 day of Sept., 20 22.



Notary Public

Print Name Mark Berthiaume

My commission expires: 02/04/2026

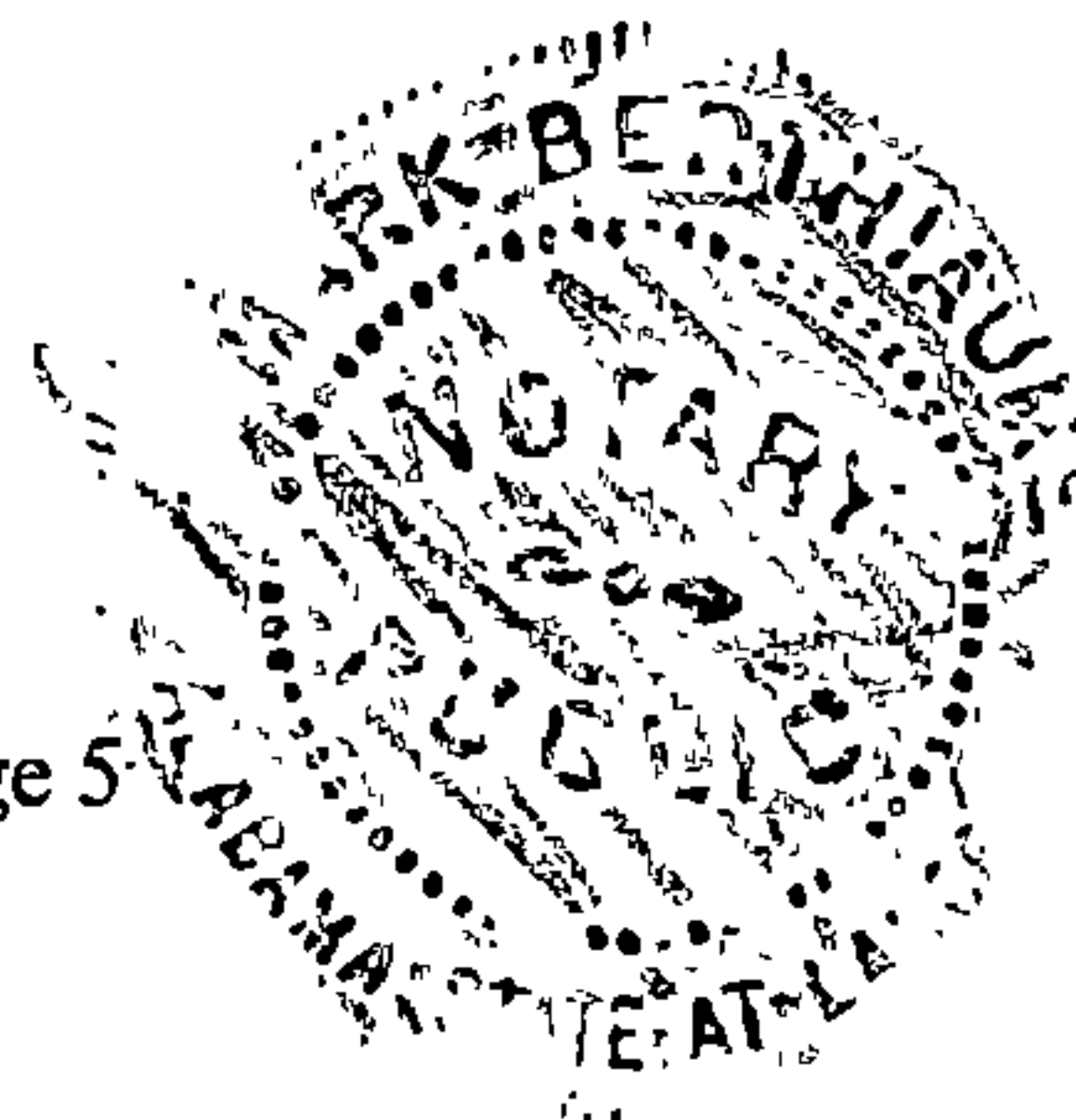
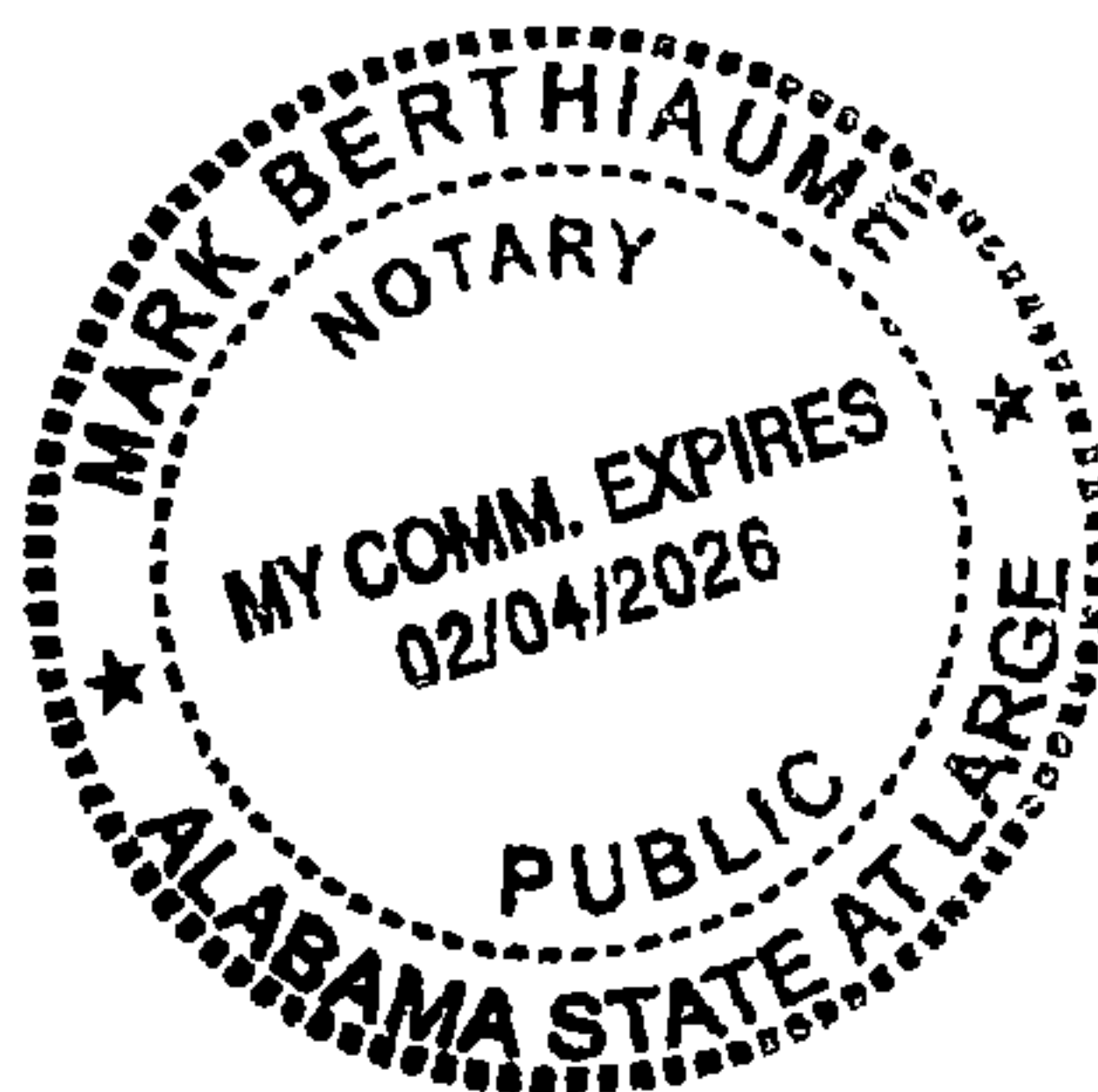


EXHIBIT A

**BORROWER(S): JAMES LARUSSA, JR. AKA JAMES C. LARUSSA, JR.,
UNMARRIED**

LOAN NUMBER: 0503659756

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF HELENA, COUNTY OF SHELBY, STATE OF AL, and described as follows:

A PART OF LOT NUMBER 1 IN BLOCK NUMBER 5 IN THE TOWN OF HELENA, ALABAMA ACCORDING TO THE PLAT OF SAID TOWN AS SURVEYED BY JOSEPH SQUIRE V.S. AS RECORDED IN MAP BOOK 3, PAGE 121, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT ON 1ST AVENUE ON BRANCH ALLEY, THENCE EASTERLY ALONG 1ST AVENUE 170 FEET TO A FOUND IRON PIN; THENCE IN A SOUTHERLY DIRECTION WITH AN INTERIOR ANGLE OF 89 DEGREES 33 MINUTES 07 SECONDS COUNTERCLOCKWISE 119.97 FEET TO A FOUND IRON PIN; THENCE IN A WESTERLY DIRECTION WITH AN INTERIOR ANGLE OF 94 DEGREES 01 MINUTES 29 SECONDS COUNTERCLOCKWISE 137.56 FEET TO 3 FOUND IRON PIN ON BRANCH ALLEY; THENCE IN A NORTHERLY DIRECTION WITH AN INTERIOR ANGLE OF 100 DEGREES 18 MINUTES 24 SECONDS COUNTERCLOCKWISE ALONG BRANCH ALLEY 132.42 FEET TO THE POINT OF COMMENCEMENT, SAID ALLEY ESTABLISHED BY DEED AND EXISTING MONUMENTS, SITUATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 20, RANGE 3 WEST, SHELBY COUNTY, ALABAMA.

ALSO KNOWN AS: 109 1ST AVE W, HELENA, ALABAMA 35080



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/22/2022 08:21:56 AM
\$38.00 JOANN
20220922000365360

Allen S. Boyd