

2022163

Mortgage

MIN 100468680521891756

VA Case No.

222260850134

Definitions. Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) "*Borrower*" is Pierre Andre Fontaine and Roberta A Fontaine; A Married Couple , currently residing at 1215 Highland Ave, Anniston, AL, 36207 and 1215 Highland Ave, Anniston, AL, 36207. Borrower is the mortgagor under this Security Instrument.

(B) "*Lender*" is Navy Federal Credit Union, A Corporation. Lender is a corporation organized and existing under the laws of the United States of America. Lender's address is 820 Follin Lane, SE, Vienna, VA 22180. The term "Lender" includes any successors and assigns of Lender.

(C) "*MERS*" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Documents

(D) "*Note*" means the promissory note dated December 22, 2023, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender Three hundred six thousand five hundred and 00/100 Dollars (U.S. \$306,500.00) plus interest. Each

Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than January 1, 2054.

(E) "*Riders*" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Other(s) [specify] |
| ☐ 1-4 Family Rider | ☐ Planned Unit Development Rider | |
| ☐ Second Home Rider | ☒ VA Rider | |

(F) "*Security Instrument*" means this document, which is dated December 22, 2023, together with all Riders to this document.

Additional Definitions

(G) "*Applicable Law*" means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(H) "*Community Association Dues, Fees, and Assessments*" means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association, or similar organization.

(I) "*Default*" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

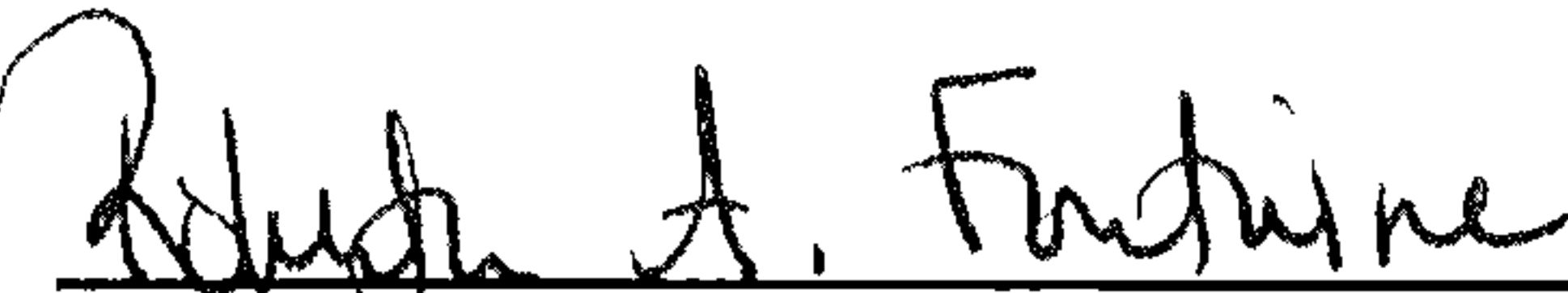
Signs as "Borrower solely for the purpose of waiving homestead rights.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider signed by Borrower and recorded with it.

Borrower

 Pierre Andre Fontaine

Seal


 Roberta A Fontaine

Seal

Acknowledgment

State of Alabama

County of ShelbyI, Dawn Rasco hereby certify that
Pierre Andre Fontaine, whose name
 is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being
 informed of the contents of the instrument, he/she executed the same voluntarily on the same day the same bears
 date.
Given under my hand this 22nd day of December, 2023.

Acknowledgment

State of Alabama

County of Shelby

I, Dawn Rasco hereby certify that

Roberta A Fontaine, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same voluntarily on the same day the same bears date.

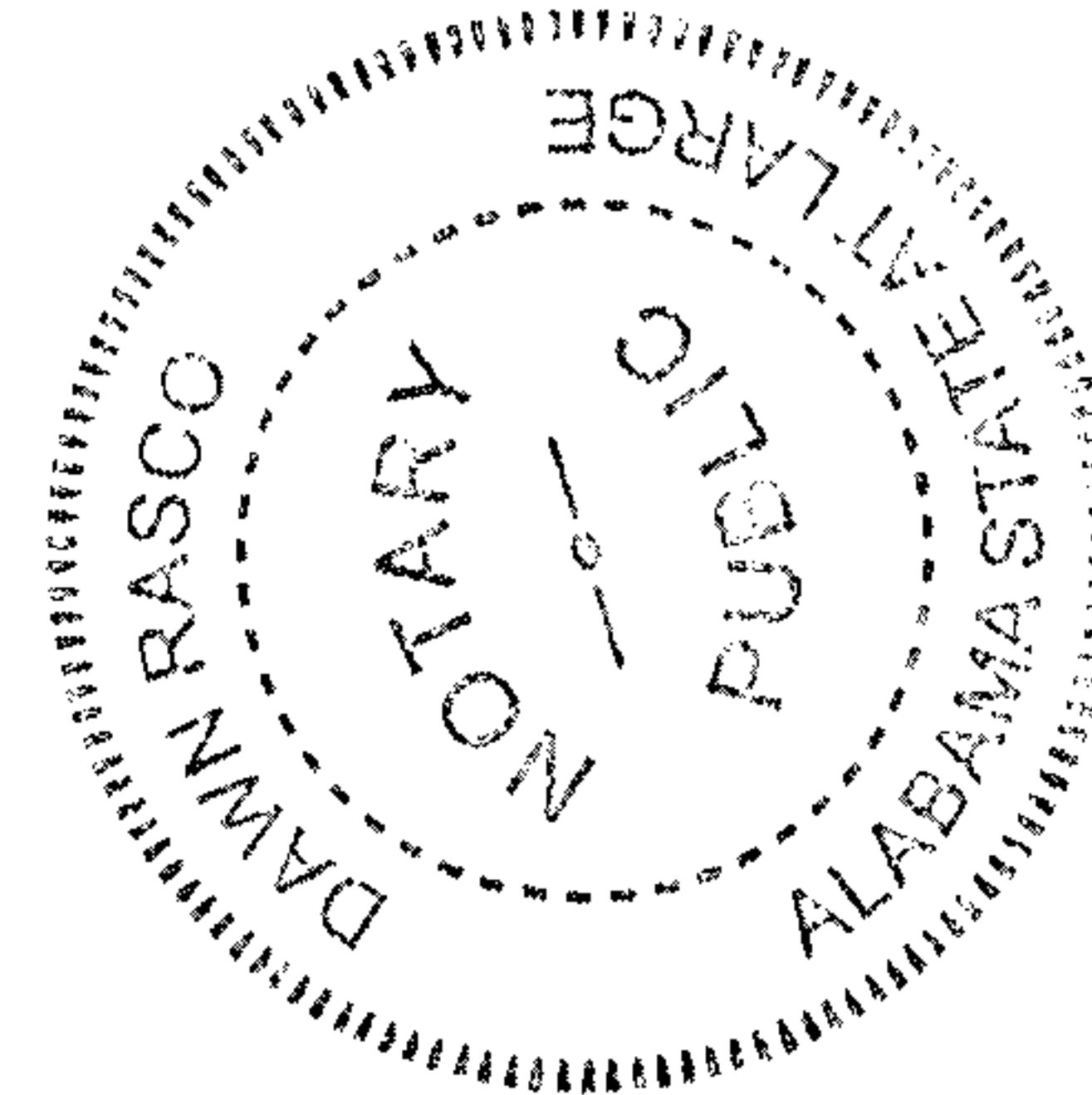
Given under my hand this 22nd day of December, 2023.

Dawn Rasco
Notary Public

Dawn Rasco
Notary Public Name 3/23/2026

This notarial act was completed:

- ☒ In Person
☐ In Person Electronic
☐ Remote Online Notarization



This Document Prepared By: Jacqueline Charest
820 Follin Lane
Vienna, VA 22180

Loan Origination Organization: Navy Federal Credit Union
NMLS ID: 399807

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 2022163

Lot 1017, according to the Survey of The Arbores of Forest Parks, as recorded in Map Book 25, Page 146, in the Probate Office of Shelby County, Alabama.

(b) Processing Charge: Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the VA for a loan to which 38 U.S.C. 3714 applies.

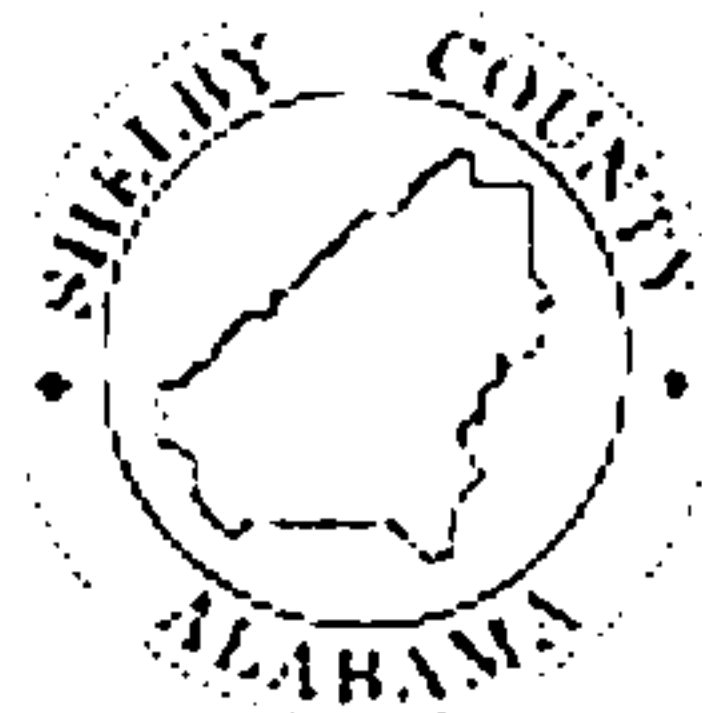
(c) Indemnity Liability Assumption: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the Veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the VA to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.

Borrower

Pierre Andre Fontaine 12-22-23
Pierre Andre Fontaine Date
Seal

Roberta A. Fontaine 12-22-23
Roberta A Fontaine Date
Seal



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/03/2024 08:37:34 AM
\$80.00 JOANN
20240103000000260

Allen S. Bayl