



DOCKET#:17804 Type:ERX-Mortgage
PAGES:7

E-recorded

HONORABLE JAMES N. HOGAN
GLOUCESTER COUNTY CLERK
RECEIPT#: 1039646 02:11:42 PM

04/19/2022
MB 17569 75

Fee:\$ 80.00

DOCUMENT DATE: 03/28/2022

MUNICIPALITY: WASHINGTON BLOCK: LOT:

PARTIES:

FIRST PARTY-LATOYA M WILLIAMS

SECOND PARTY-SECRETARY OF HOUSING AND URBAN DEVELOPMENT

RECORD & RETURN TO:
SIMPLIFILE

PLEASE DO NOT DETACH THIS PAGE FROM THE ORIGINAL
DOCUMENT AS IT CONTAINS IMPORTANT INFORMATION AND
IS PART OF THE PERMANENT RECORD.

GLOUCESTER COUNTY RECORDING DATA PAGE
HONORABLE JAMES N. HOGAN, COUNTY CLERK

When Recorded Mail to:
 FIRST AMERICAN TITLE CO.
 FAMS-DTO RECORDING
 3 FIRST AMERICAN WAY
 SANTA ANA, CA 92707-991

Document Prepared by:
 Allison Trent
 Midland Mortgage - A Division of MidFirst Bank
 999 N.W. Grand Boulevard, Suite 100
 Oklahoma City, OK 73118-6116
 1-800-552-3000



FHA Case Number: 351-7819389703

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **March 28, 2022**. The mortgagors are **LATOYA M WILLIAMS** whose address is **133 SPIRE PL SEWELL, NJ 08080-0000** ("Borrower"). This Security Instrument is given to the **Secretary of Housing and Urban Development** whose principal office and mailing address is **451 Seventh Street, SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **fifteen-thousand-thirty-four dollars and eight cents (US \$15,034.08)**. 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 **6/1/2050**. 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 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. This Security Instrument and the Note secured

Page 1 of the Subordinate Mortgage

Borrower Initial Lines

LMW

* Please add the appropriate number of initial lines for each signatory over

hereby are subject to modification (including changes in the due date and other terms and conditions) as defined in New Jersey Laws 1985, ch 353 section 1 *et seq*, and upon such modification, shall have the benefit of the lien priority provisions of that law. The maximum principal amount secured by this Security Instrument is \$15,034.08. For these purposes, Borrower does hereby mortgage, grant and convey to Lender the following described property located in GLOUCESTER County, New Jersey:

See Exhibit "A" attached hereto and made a part hereof.

Tax ID # 00048.000100068.0000

which has the address of: **133 SPIRE PL SEWELL, NJ 08080-0000** ("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".

WHEREAS, Borrowers delivered to Lender a mortgage dated **5/28/2020** encumbering the land, improvements and other items of mortgage property as more particularly set forth in the mortgage which was recorded in the Office of Clerk, GLOUCESTER County on **5/29/2020**, in Instrument Number: 20226, Book MB16247 on Page 309 in the principal sum of **\$265,099.00** and a note dated **5/28/2020** from Borrowers to Lender in the principal sum of **\$265,099.00**, which note is secured by the Mortgage.

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 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

Page 2 of the Subordinate Mortgage

Borrower Initial Lines

LMW

* Please add the appropriate number of initial lines for each signatory over

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. Notice to any one Borrower shall serve as notice to all Borrowers unless state law expressly prohibits same. Any notice to Lender shall be given by first class mail to: **Department of Housing and Urban Development, Attn: 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 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.

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, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure; and any other disclosure required under the Fair Foreclosure Act, codified at §§ 2A:50-53 et seq. of the New Jersey Statutes, or other Applicable Law. 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 foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, attorneys' fees and costs of title evidence permitted by Rules of Court. **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 USC 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 Lender under this paragraph or applicable law.**

8. Release.

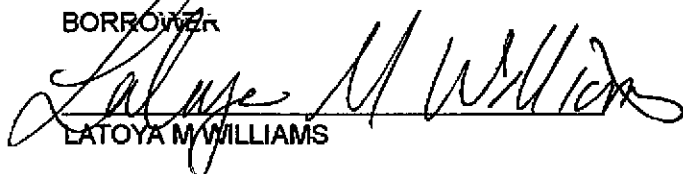
Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

9. No Claim of Credit for Taxes.

Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

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

BORROWER


LATOYA M WILLIAMS

Acknowledgement

STATE OF ~~New Jersey~~ Delaware)
COUNTY OF ~~GLoucester~~ New Castle) SS:

On the 2nd day of April, 2022, before me, the undersigned, a notary public in and for said state, personally appeared LATOYA M WILLIAMS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

In witness whereof, I hereunto set my hand and official seal.


Notary Public

Jahru Quali Carney
Printed name of notary

County of Residence: New Castle

Commission Number: _____

My Commission Expires: 12/03/2023

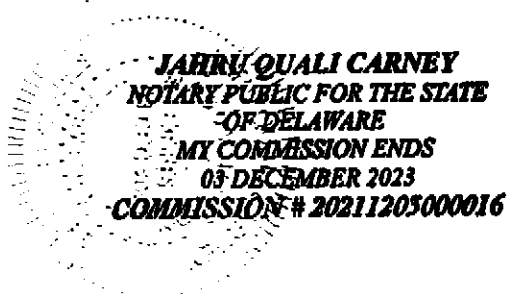


Exhibit "A"

ALL that certain tract or parcel of land, situated, lying and being in the Township of Washington, County of Gloucester, State of New Jersey, more particularly described according to a survey made by Joseph W. Maxcy, P.L.S., License No. 32652, of Peterman Maxcy Associates, LLC, dated February 28, 2020, as follows:

BEING known as Block 48.01, Lot 68, as shown on Final Plan of Lots Section 2 Pinnacle Place, Block 48, Lots 2, 3, 4, 13 & Block 52, Lot 4.01, filed in the Gloucester County Clerk's Office on 2/5/2019 as Map #4595.

Under and subject to DECLARATION OF EASEMENTS AND RESTRICTIVE AND PROTECTIVE COVENANTS for PINNACLE PLACE, dated March 15, 2017 and recorded on October 5, 2017 in Deed Book 5745, page 1 in the Clerk's Office of Gloucester County.

FOR INFORMATION PURPOSES ONLY:

BLOCK 48.01, LOT(S) 68, on the Tax Map of the Township of Washington, County of Gloucester, State of New Jersey, and more commonly known respectively as 133 Spire Place, Sewell, NJ 08080.

Parcel # 00048.000100068.0000

Tax ID# 00048.000100068.0000