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09/30/2021 08:35:04 AM
MORTAMEN 1/6

After Recording Return To:
Rushmore Loan Management Services LLC
ATTN: Collateral Dept.
1755 Wittington Place Ste. 400
Farmers Branch, TX 75234

This Document Prepared By:
TIM LIGHTFOOT
Rushmore Loan Management Services LLC
15480 Laguna Canyon Road
Irvine, CA 92618

_____[Space Above This Line For Recording Data]_____
Original Recording Date: **August 23, 2012** Loan No: **4402491031**
Original Loan Amount: **\$140,550.00** Investor Loan No: **980166289**
New Money: **\$2,694.38** FHA Case No.: **011-7421528-703**

LOAN MODIFICATION AGREEMENT

Source of Title: Deed recorded on 6/23/2008 in Instrument #: 20080623000255000

This Loan Modification Agreement ("Agreement"), made this 25th day of August, 2021, between **JOHN CHASE, HUSBAND and KIMBERLY L. CHASE, WIFE** whose address is **29 GRACE HILL LN, MONTEVALLO, AL 35115** ("Borrower") and Owner, **U.S. Bank National Association**, not in its individual capacity but solely as trustee for the **RMAC Trust, Series 2018 G-CTT** and through **Rushmore Loan Management Services LLC** which is organized and existing under the laws of **Delaware**, and whose address is **1755 Wittington Place Ste. 400, Farmers Branch, TX 75234** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **July 17, 2012** and recorded in **Instrument No: 20120823000316730** and recorded on **August 23, 2012**, of the Official Records of **SHELBY County, AL** and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

29 GRACE HILL LANE, MONTEVALLO, AL 35115,

(Property Address)

the real property described being set forth as follows:
See Exhibit "A" attached hereto and made a part hereof;

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **September 1, 2021**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$117,701.52**, consisting of the amount(s) loaned to Borrower



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HUD MODIFICATION AGREEMENT
309 8300h 01/14



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(page 1 of 5)

by Lender plus capitalized interest in the amount of **\$1,856.90** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **3.125%**, from **September 1, 2021**. Borrower promises to make monthly payments of principal and interest of U.S. **\$504.20**, beginning on the **1st** day of **October, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **September 1, 2051** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in



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HUD MODIFICATION AGREEMENT
309 8300h 01/14



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(page 2 of 5)

whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
8. This Agreement modifies an obligation secured by an existing security instrument recorded in SHELBY County, AL, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$115,007.14. The principal balance secured by the existing security instrument as a result of this Agreement is \$117,701.52, which amount represents the excess of the unpaid principal balance of this original obligation.



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HUD MODIFICATION AGREEMENT
309 8300h 01/14



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(page 3 of 5)

John Chase
JOHN CHASE -Borrower

Kimberly L. Chase
KIMBERLY L. CHASE -Borrower

Date: 9/8/21

Date: 9/8/21

_____[Space Below This Line For Acknowledgments]_____

State of Alabama

County of Shelby

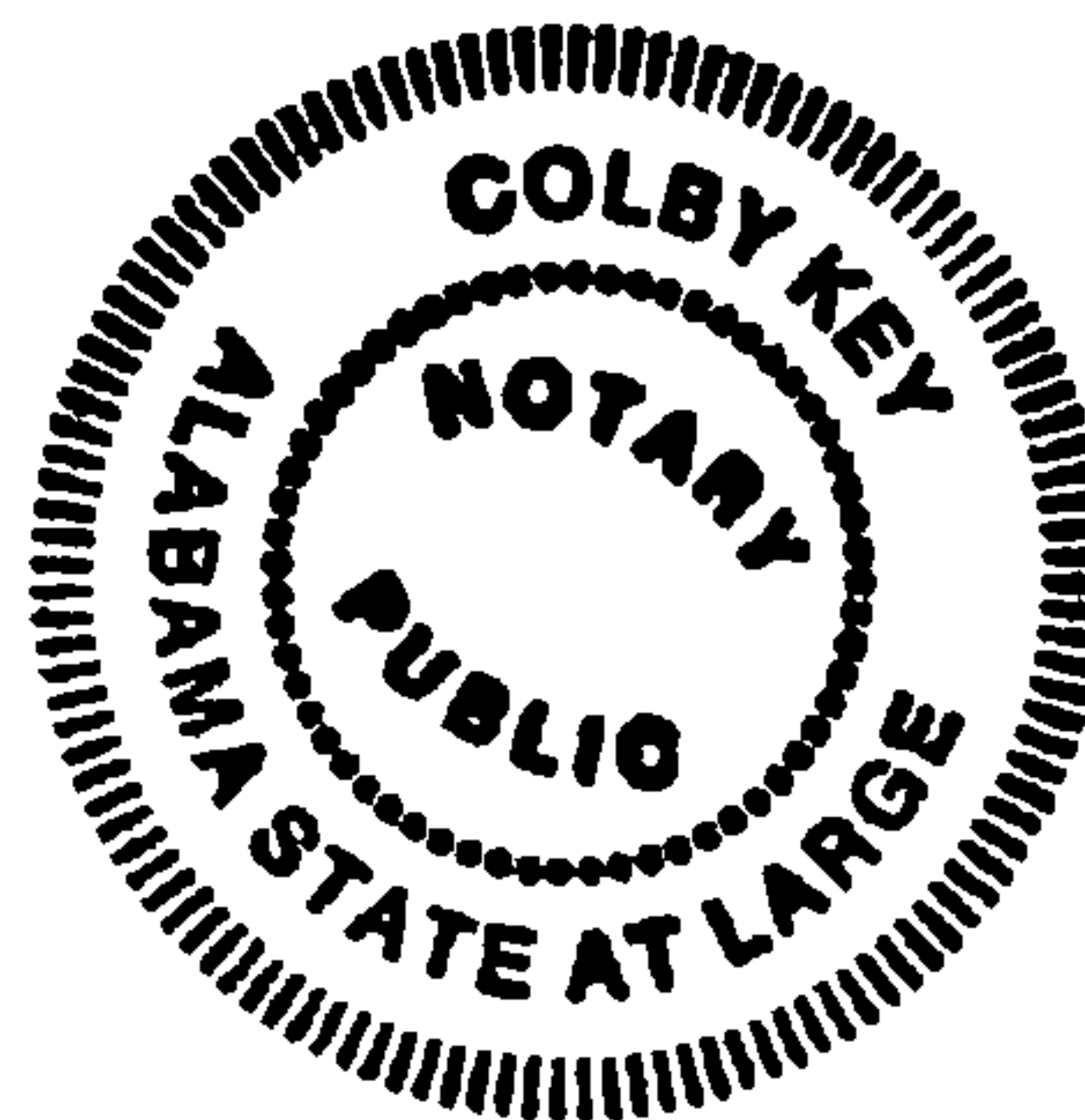
I, Colby Key Notary Public, hereby certify that
(please print name)

JOHN CHASE and KIMBERLY L. CHASE, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 8th day of September, A. D. 20 21.

Colby Key
(signature of officer)

My commission expires: 7/9/25



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HUD MODIFICATION AGREEMENT

309 8300h 01/14



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(page 4 of 5)

Owner, U.S. Bank National Association, not in its individual capacity but solely as trustee for the RMAC Trust, Series 2018 G-CTT and through Rushmore Loan Management Services LLC

By: TL (Seal) - Lender
Name: Tim Lightfoot
Title: Sr. Vice President

SEP 14 2021
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

The State of TEXAS

County of DALLAS

Before me KIRK P DUNAR (name/title of officer) on this day personally appeared
Tim Lightfoot, the Sr. Vice President of

Rushmore Loan Management Services, LLC
~~Rushmore Loan Management Services, LLC~~

known to me (or proved to me on the oath of _____ or through PERSONALLY KNOWN
(description of identity card or other document)) to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes and
consideration therein expressed.

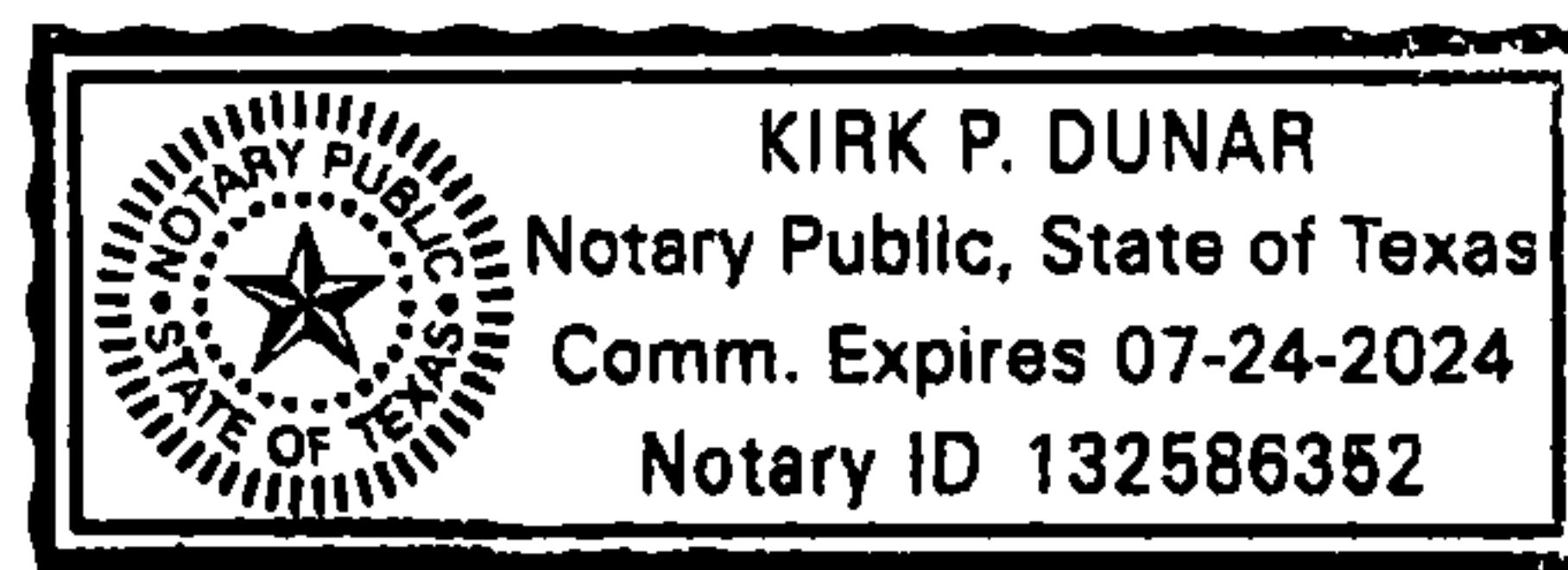
Given under my hand and seal of office this _____ day of SEP 14 2021, A.D., _____.

Kirk P. Dunar
Signature of Officer

NOTARY PUBLIC

Title of Officer

My Commission expires : 24 JUL 2024



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HUD MODIFICATION AGREEMENT
309 8300h 01/14



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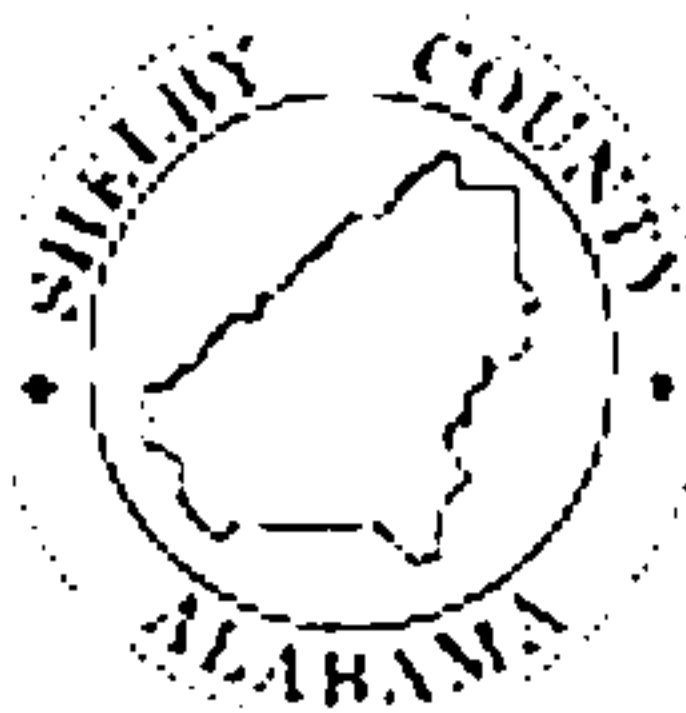
Exhibit "A"

Loan Number: **4402491031**

Property Address: **29 GRACE HILL LANE, MONTEVALLO, AL 35115**

Legal Description:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, STATE OF ALABAMA, TO-WIT: BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 4 WEST, THENCE RUN NORTH 89 DEGREES 59 MINUTES 31 SECONDS EAST FOR 233.00 FEET, THENCE RUN NORTH 00 DEGREES 01 MINUTES 02 SECONDS WEST FOR 542.01 FEET, THENCE RUN SOUTH 89 DEGREES 59 MINUTES 34 SECONDS WEST FOR 77.00 FEET, THENCE RUN SOUTH 19 DEGREES 25 MINUTES 02 SECONDS WEST FOR 85.00 FEET, THENCE RUN NORTH 84 DEGREES 25 MINUTE 36 SECONDS WEST FOR 172.00 FEET TO A POINT ON THE WEST LINE OF SAID 1/4-1/4, THENCE RUN SOUTH 55 DEGREES 18 MINUTES 43 SECONDS WEST FOR 17.13 FEET, THENCE RUN NORTH 03 DEGREES 47 MINUTES 41 SECONDS EAST FOR 207.13 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF SHELBY COUNTY HIGHWAY NO. 10, THENCE RUN NORTH 34 DEGREES 12 MINUTES 51 SECONDS WEST ALONG SAID RIGHT OF WAY LINE OF 219.49 FEET, THENCE RUN SOUTH 45 DEGREES 40 MINUTES 09 SECONDS WEST FOR 358.77 FEET, THENCE RUN SOUTH 76 DEGREES 34 MINUTES 05 SECONDS EAST FOR 123.13 FEET, THENCE RUN SOUTH 19 DEGREES 45 MINUTES 08 SECONDS WEST FOR 187.96 FEET, THENCE RUN NORTH 89 DEGREES 59 MINUTES 54 SECONDS WEST FOR 41.59 FEET, THENCE RUN SOUTH 26 DEGREES 54 MINUTES 23 SECONDS WEST FOR 243.57 FEET, THENCE RUN SOUTH 43 DEGREE 14 MINUTES 54 SECONDS EAST FOR 181.04 FEET, THENCE RUN SOUTH 28 DEGREES 46 MINUTES 56 SECONDS EAST FOR 164.92 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3, THENCE RUN NORTH 89 DEGREES 59 MINUTES 25 SECONDS EAST FOR 254.19 FEET TO THE POINT OF BEGINNING.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/30/2021 08:35:04 AM
\$214.70 JOANN
20210930000476660

Allen S. Bayal



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309 12338 08/18 Exhibit A Legal Description Attachment



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Page 1 of 1