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03/04/2022 10:06:47 AM
MORTAMEN 1/7

After Recording Return To:
CoreLogic SolEx
1625 NW 136th Ave, Ste E100
Sunrise, FL 33323

This Document Prepared By:
Name: *Tiffany Barrett*
CoreLogic SolEx
1625 NW 136th Ave, Ste E100
Sunrise, FL 33323

_____[Space Above This Line For Recording Data]_____
Original Recording Date: **April 23, 2018** Loan No: **0033311333**
Original Loan Amount: **\$293,485.00** Investor Loan No: **0221691645**
New Money: **\$16,709.09** MIN Number: **100392411202826130**
FHA Case No.: **011-8867752-703**

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 11th day of January, 2022, between **ROBERT MARION CLECKLER, HUSBAND and BRANDI CLECKLER, WIFE** whose address is **184 LAKE CHELSEA DR, CHELSEA, AL 35043** ("Borrower") and **LAKEVIEW LOAN SERVICING, by LoanCare, LLC** as agent under Limited POA which is organized and existing under the laws of The United States of America, and whose address is **3637 Sentara Way, Virginia Beach, VA 23452** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **April 20, 2018** and recorded in **Instrument No: 20180423000135120** and recorded on **April 23, 2018**, 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

184 LAKE CHELSEA DR, CHELSEA, AL 35043,

(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



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follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **February 1, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$263,833.49**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$12,101.87** 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 **3.250%**, from **February 1, 2022**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,148.22**, beginning on the **1st** day of **March, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **February 1, 2052** (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.



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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 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. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Mortgagee of record under the Security Instrument and this Agreement.** 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.
9. 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 \$280,074.87. The principal balance secured by the existing security instrument as a result of this Agreement is \$263,833.49, which amount represents the excess of the unpaid principal balance of this original obligation.



Robert Marion Cleckler
ROBERT MARION CLECKLER -Borrower

Date: 2/16/22

Brandi Cleckler
BRANDI CLECKLER -Borrower

Date: 2/16/2022

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State of Alabama

County of Shelby

I, Samantha Hardy Notary Public, hereby certify that
(please print name)

ROBERT MARION CLECKLER and BRANDI CLECKLER, 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 16th day of February, A. D. 2022.

S. Hardy
(signature of officer)

My commission expires: 7/3/2022
Origination Company:
NMLS ID:



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LoanCare LLC, as Agent under Limited POA for LAKEVIEW LOAN SERVICING

By: Analia Barillas (Seal) - Lender

Name: Analia Barillas

Title: **Assistant Secretary**

FEB 24 2022

Date of Lender's Signature

_____[Space Below This Line For Acknowledgments]_____

State of Florida

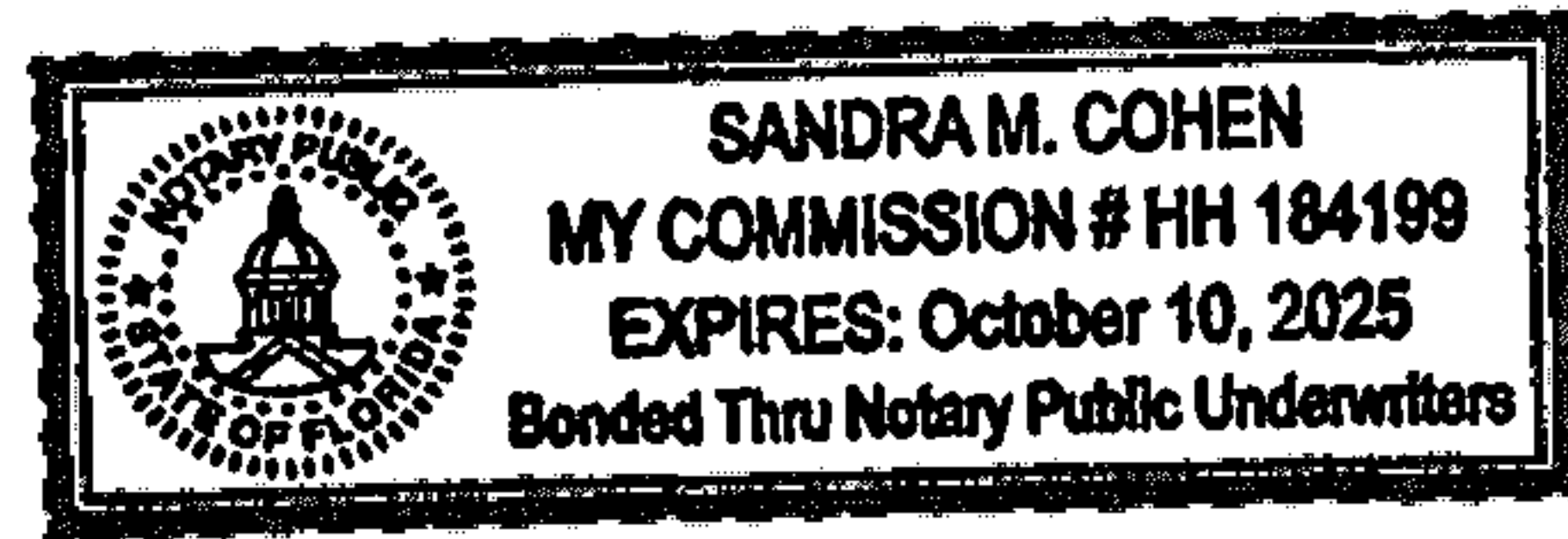
County of Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization,

this 24 day of FEB, 2022, by Analia Barillas, Assistant Secretary of LoanCare LLC, as Agent under Limited POA for LAKEVIEW LOAN SERVICING.

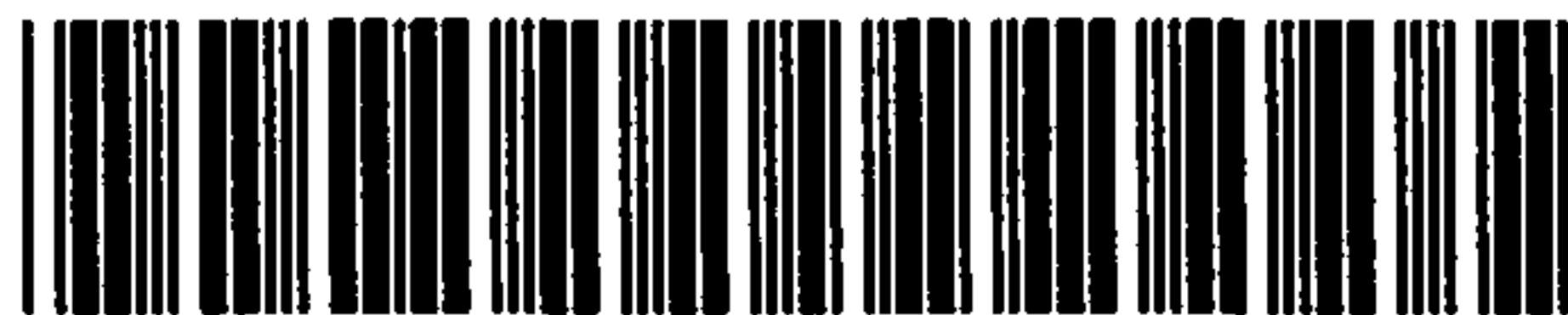
Sandra M. Cohen
(Signature of Notary Public - State of Florida)

Sandra M. Cohen
(Print, Type or Stamp Commissioned Name of Notary Public)



Personally Known ☒ OR Produced Identification _____

Type of Identification Produced _____



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M. Wagner

FEB 24 2022

Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Name: Marnie A. Wagner

Title: **Assistant Secretary**

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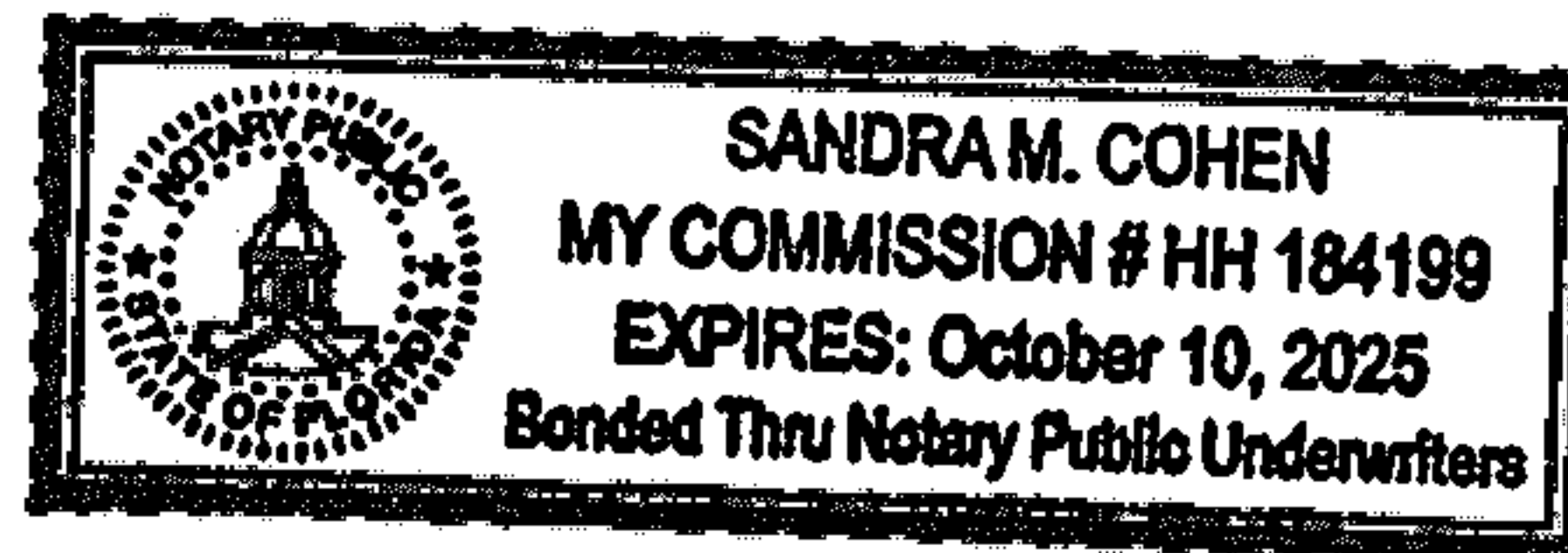
State of FLORIDA
County of BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization,

this 24 day of Feb, 2022, by Marnie A. Wagner, Assistant Secretary
of Mortgage Electronic Registration Systems, Inc.

Sandra M. Cohen
(Signature of Notary Public - State of Florida)

Sandra M. Cohen
(Print, Type or Stamp Commissioned Name of Notary Public)



Personally Known 2 OR Produced Identification _____

Type of Identification Produced _____



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HUD MODIFICATION AGREEMENT
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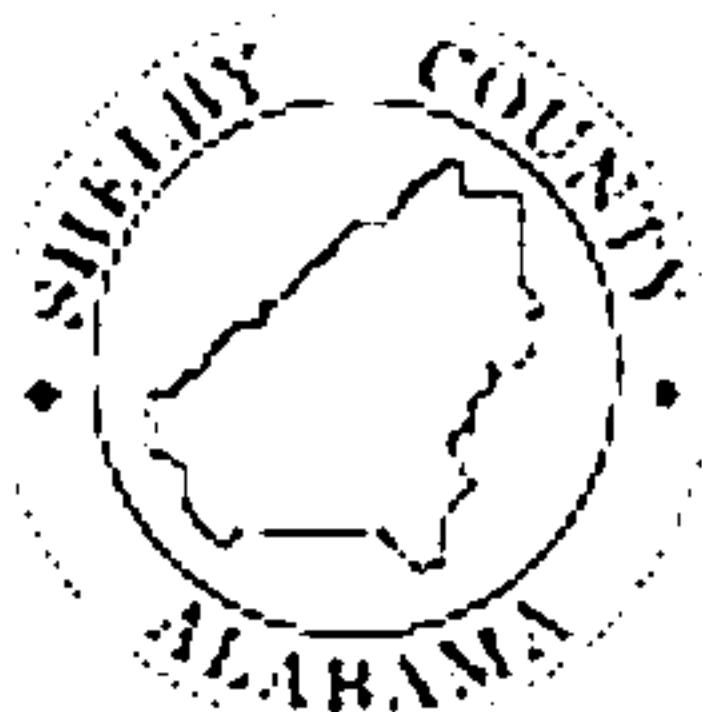
Exhibit "A"

Loan Number: 0033311333

Property Address: 184 LAKE CHELSEA DR, CHELSEA, AL 35043

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA: LOT 9-36, ACCORDING TO THE SURVEY OF CHELSEA PARK - 9TH SECTOR, AS RECORDED IN MAP BOOK 37, PAGE 47 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. TOGETHER WITH THE NONEXCLUSIVE EASEMENT TO USE THE COMMON AREAS AS MORE PARTICULARLY DESCRIBED IN DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS OF CHELSEA AND FILED FOR RECORD AS INSTRUMENT NO. 20041014000566950 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA AND DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CHELSEA PARK 9TH SECTOR EXECUTED BY GRANTOR AND CHELSEA PARK RESIDENTIAL ASSOCIATION, INC., AND RECORDED AS INSTRUMENT NO. 20051229000659740 AND INSTRUMENT NO. 20060920000468120 (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, ARE HEREINAFTER COLLECTIVELY REFERRED TO AS THE DECLARATION) .



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama
Clerk
Shelby County, AL
03/04/2022 10:06:47 AM
\$435.85 CHERRY
20220304000089760



Allen S. Bayl