

20220428000173870  
04/28/2022 08:26:38 AM  
MORTAMEN 1/5

When recorded mail to: 14273401  
FAMS-DTO Rec  
3 First American Way  
Santa Ana, CA 92707  
Rushmore | 28583.2 | PR DOCS  
A-AL ALEXANDER | E-Record

This Document Prepared By:  
**KIRK DUNAR**  
**Rushmore Loan Management Services LLC**  
**15480 Laguna Canyon Road**  
**Irvine, CA 92618**

[Space Above This Line For Recording Data]  
Original Recording Date: April 16, 2012  
Original Loan Amount: \$97,172.00  
New Money: \$41,317.43  
Loan No: 4401166201  
Investor Loan No: 1000784866  
FHA Case No.: 011-7322437-703

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 23rd day of March, 2022, between **TAMI D ALEXANDER, AN UNMARRIED WOMAN** whose address is **4246 HWY 39, CHELSEA, AL 35043** ("Borrower") and Owner, **First Guaranty Mortgage Corporation** 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 **March 06, 2012** and recorded in **Instrument No: 20120416000129780** and recorded on **April 16, 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

**4246 HIGHWAY 39, 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 follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **March 1, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$106,942.40**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$17,663.85** and other amounts capitalized,



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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 **3.875%**, from **March 1, 2022**. Borrower promises to make monthly payments of principal and interest of U.S. **\$502.88**, beginning on the **1st** day of **April, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **March 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.
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



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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 \$87,499.96. The principal balance secured by the existing security instrument as a result of this Agreement is \$106,942.40, which amount represents the excess of the unpaid principal balance of this original obligation.

Tami D Alexander  
TAMI D ALEXANDER -Borrower

Date: 4-3-22

\_\_\_\_\_[Space Below This Line For Acknowledgments]\_\_\_\_\_

State of Alabama

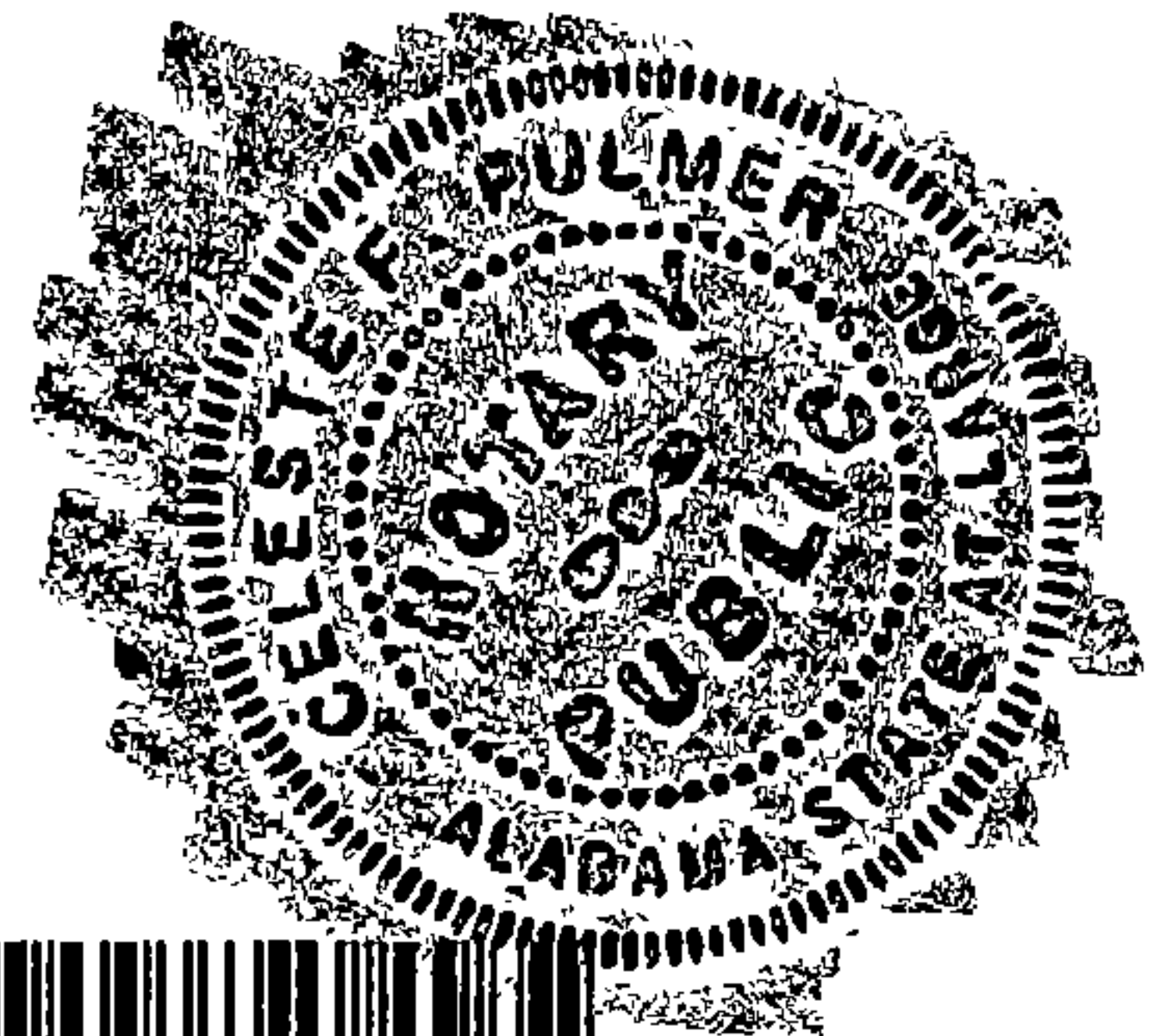
County of Shelby

I, Celeste Fulmer Notary Public, hereby certify that  
(please print name)

**TAMI D ALEXANDER**, 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 3rd day of April, A. D. 2022.  
Celeste Fulmer  
(signature of officer)

My commission expires: 10-9-24



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Owner, First Guaranty Mortgage Corporation and through Rushmore Loan Management Services LLC

By:  (Seal) - Lender

Name: Tim Lightfoot

Title: Sr. Vice President

**APR 19 2022**

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

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.

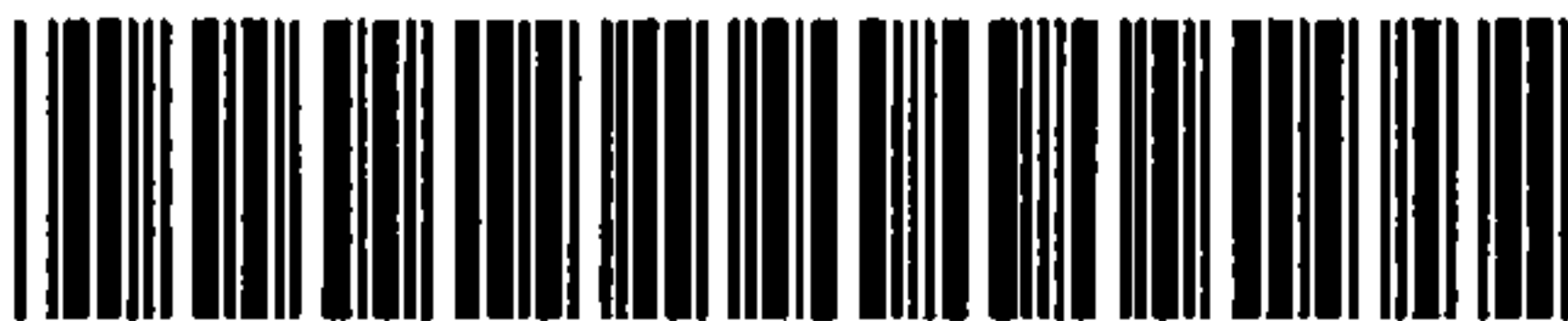
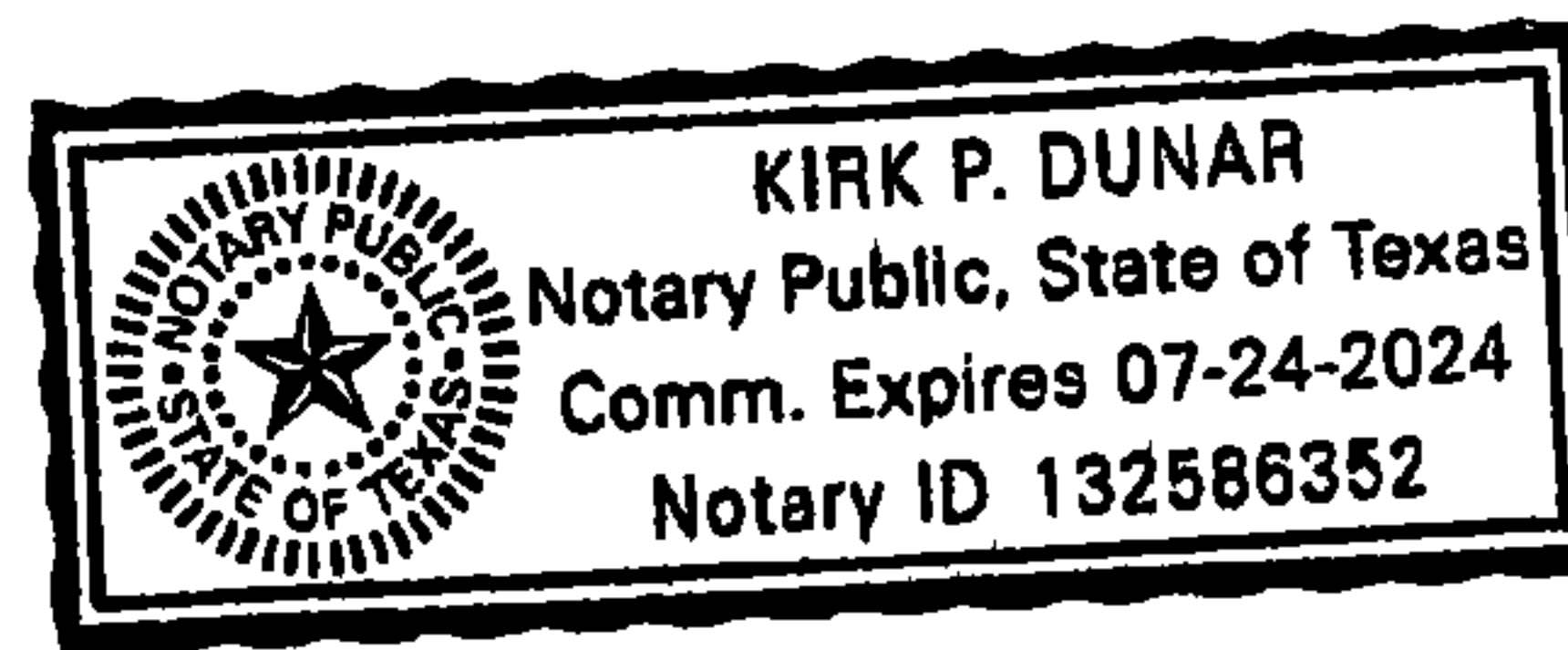
Given under my hand and seal of office this \_\_\_\_\_ day of APR 19 2022, A.D., \_\_\_\_\_.

  
Signature of Officer

**NOTARY PUBLIC**

Title of Officer

My Commission expires : 24 JUL 2024



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## Exhibit "A"

Loan Number: 4401166201

Property Address: 4246 HIGHWAY 39, CHELSEA, AL 35043

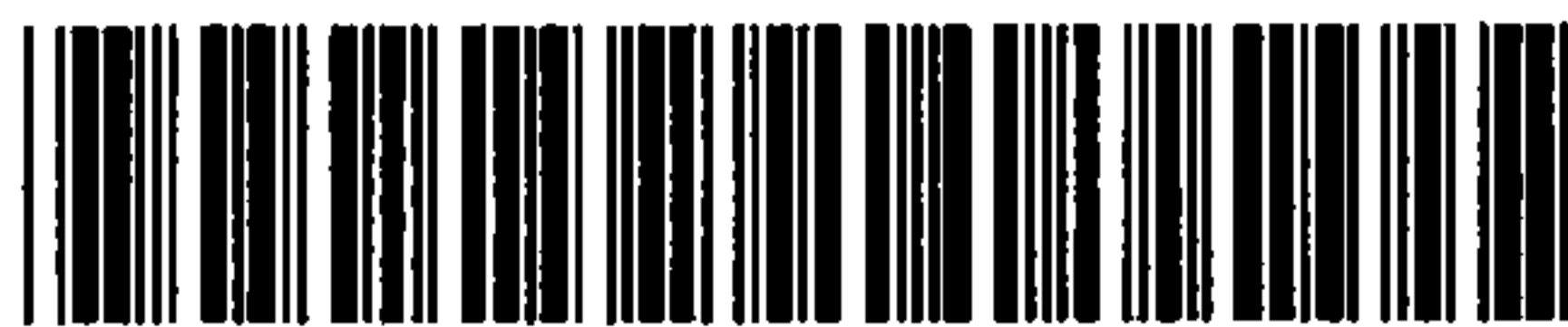
### Legal Description:

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA, AND DESCRIBED AS FOLLOWS: COMMENCING THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 20 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE NORTH ALONG THE WEST BOUNDARY LINE OF SAID SECTION FOR A DISTANCE OF 2611.94 FEET THENCE TURN AN ANGLE OF 88 DEGREES, 59 MINUTES, 42 SECONDS TO THE RIGHT RUN 558.46 FEET TO THE POINT OF BIGGING, THENCE CONTINUE ALONG LAST SAID COURSE FOR A DISTANCE OF 491.18 FEET; THENCE TURN AN ANGLE OF 87 DEGREES 17 MINUTES 29 SECONDS TO THE RIGHT AND RUN A DISTANCE OF 686.90 FEET; TURN AN ANGLE OF 100 DEGREES 51 MINUTES 23 SECONDS TO THE RIGHT AND RUN A DISTANCE OF 461.51 FEET; THENCE TURN AN ANGLE OF 94 DEGREES 55 MINUTES 49 SECONDS TO THE LEFT AND RUN A DISTANCE OF 994.07 FEET; THENCE TURN AN ANGLE OF 27 DEGREES 54 MINUTES 21 SECONDS TO THE LEFT AND RUN A DISTANCE OF 107.46 FEET TO THE NORTHERLY RIGHT OF WAY OF SHELBY COUNTY ROAD NO. 39; THENCE TURN AN ANGLE OF 89 DEGREES 50 MINUTES 58 SECONDS TO THE RIGHT AND RUN A DISTANCE OF 71.92 FEET ALONG SAID ROAD RIGHT OF WAY LINE; THENCE TURN AN ANGLE OF 03 DEGREES 20 MINUTES 44 SECONDS TO THE LEFT RUN A DISTANCE OF 79.40 ALONG SAID ROAD RIGHT OF WAY LINE, THENCE TURN AN ANGLE OF 120 DEGREES 44 MINUTES 12 SECONDS TO THE RIGHT RUN A DISTANCE OF 1780.27 FEET TO THE POINT OF BANNING. CONTAINING 10.1 ACRES, MORE OR LESS. LESS.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
04/28/2022 08:26:38 AM  
\$194.50 CHERRY  
20220428000173870

*Allen S. Bayl*



\* 4 4 0 1 1 6 6 2 0 1 \*  
315 12338 06/18 Exhibit A Legal Description Attachment



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