

20161209000451210 1/12 \$443.40  
Shelby Cnty Judge of Probate, AL  
12/09/2016 01 04.39 PM FILED/CERT

When recorded mail to: #:10596820

First American Title  
Loss Mitigation Title Services 28529.2  
P O. Box 27670  
Santa Ana, CA 92799  
RE: MOORE JR - MOD REC SVC

This instrument was prepared by:

Selene Finance LR  
*Scott Hamilton*  
9990 Richmond Ave, STE 400 S  
Houston, TX 77042

[Space Above This Line For Recording Data]

Original Principal Amount \$275,250.00  
Unpaid Principal Amount \$252,278.48  
New Principal Amount \$263,529.58  
Total Cap Amount \$11,251.10

Loan No: 854950  
MIN: 100174901212372608  
1996

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 4th day of November, 2016, between JERRY W. MOORE, JR. AND STELLA M. MOORE, HUSBAND AND WIFE ("Borrower") and Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, not in its individual capacity, but solely as trustee for BCAT 2015-14BTT ("Lender"), and Mortgage Electronic Registration Systems, Inc., ("MERS") ("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated March 27, 2007 and granted or assigned to Mortgage Electronic Systems, Inc., as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on April 12, 2007 in Book, Volume, or Liber No. , at Page (or as Instrument No. 20070412000170200) , of the Official Records of SHELBY, Alabama 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:

192 MOUNTAIN VIEW DRIVE, WILSONVILLE, AL 35186  
[Property Address]

MERS Phone: 1-888-679-6377

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument  
The Compliance Source, Inc. Page 1 of 8

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\* 8 5 4 9 5 0 \*

the real property described being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

PIN #: 19-4-18-0-001-003.008

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

1. As of **November 1, 2016**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$263,529.58**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 **5.000%**, from **November 1, 2016**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,270.73**, beginning on the **1st** day of **December, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.000%** will remain in effect until principal and interest are paid in full. If on **November 1, 2046** (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 this 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 this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

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- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required 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.
- (f) "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.
- (g) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or

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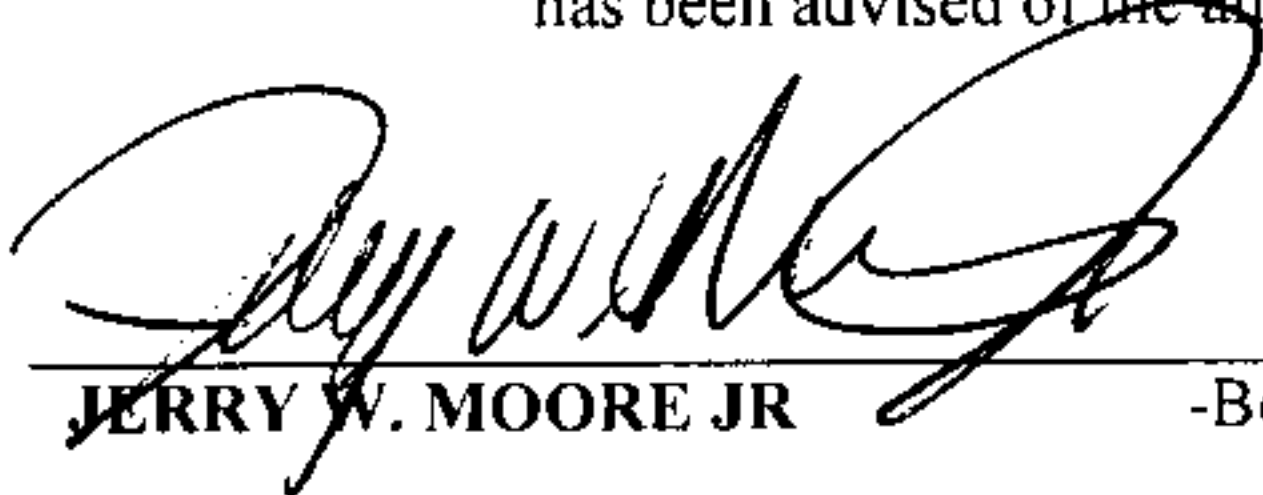
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servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging ☐.

6. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.

 (Seal)  
JERRY W. MOORE JR -Borrower

 (Seal)  
STELLA M. MOORE -Borrower

\_\_\_\_ (Seal)  
-Borrower


\_\_\_\_ (Seal)  
-Borrower

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ACKNOWLEDGMENT

State of Alabama  
County of Jefferson

§  
§  
§

I Daniel S. Seguin hereby certify that **JERRY W. MOORE JR AND STELLA M. MOORE** 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 16 day of November, A. D. 2016.

Daniel S. Seguin  
Signature of Officer

Daniel S. Seguin  
Printed Name

Notary Public  
Title of Officer

My Commission Expires: 4/14/2020

(Seal)

MERS Phone: 1-888-679-6377

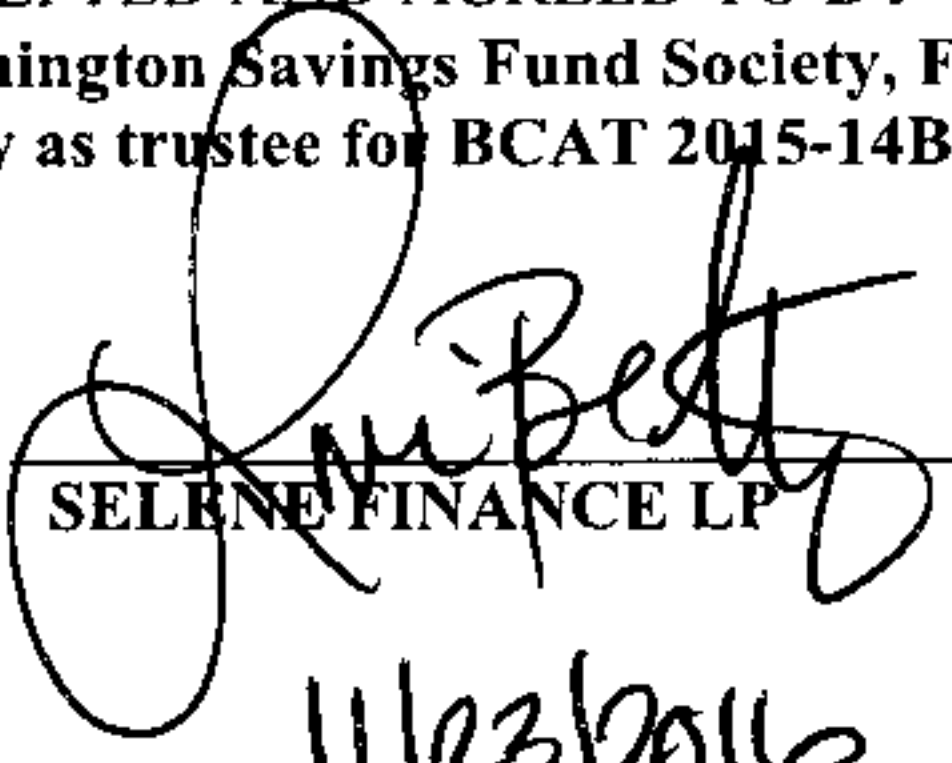
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ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE  
Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, not in its individual capacity, but  
solely as trustee for BCAT 2015-14BTT

By:  **Lorri Beltz**  
Assistant Vice President  
SELENE FINANCE LP -Lender  
11/23/2016  
Date of Lender's Signature

#### ACKNOWLEDGMENT

State of \_\_\_\_\_

§  
§  
§

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by  
\_\_\_\_\_, \_\_\_\_\_ of Wilmington Savings Fund Society, FSB, doing business as  
Christiana Trust, not in its individual capacity, but solely as trustee for BCAT 2015-14BTT, a Delaware  
limited partnership, on behalf of the limited partnership. He/she is personally known to me or who has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
Name Type, Printed or Stamped

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if any:

\_\_\_\_\_  
My Commission Expires:

(Seal)

**MERS Phone: 1-888-679-6377**

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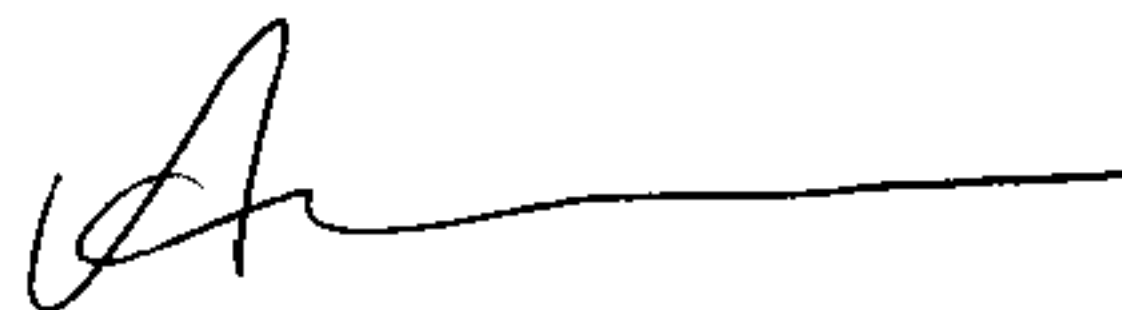
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ACKNOWLEDGMENT

State of **Florida**

County of **Duval**

On the 23 day of November, in the year 2016, before me, Admir Imamovic,  
Notary Public, personally appeared Lori Beltz, Assistant Vice President,  
of **SELENE FINANCE LP**, a **Delaware** Corporation, on behalf of the Corporation. He/she is personally  
known to me or who has produced N/A as identification.



Signature of Person Taking Acknowledgment

Admir Imamovic

Name Type, Printed or Stamped

Notary Public

Title or Rank

Serial Number, if any: FF #141918

My Commission Expires:

July 15, 2018



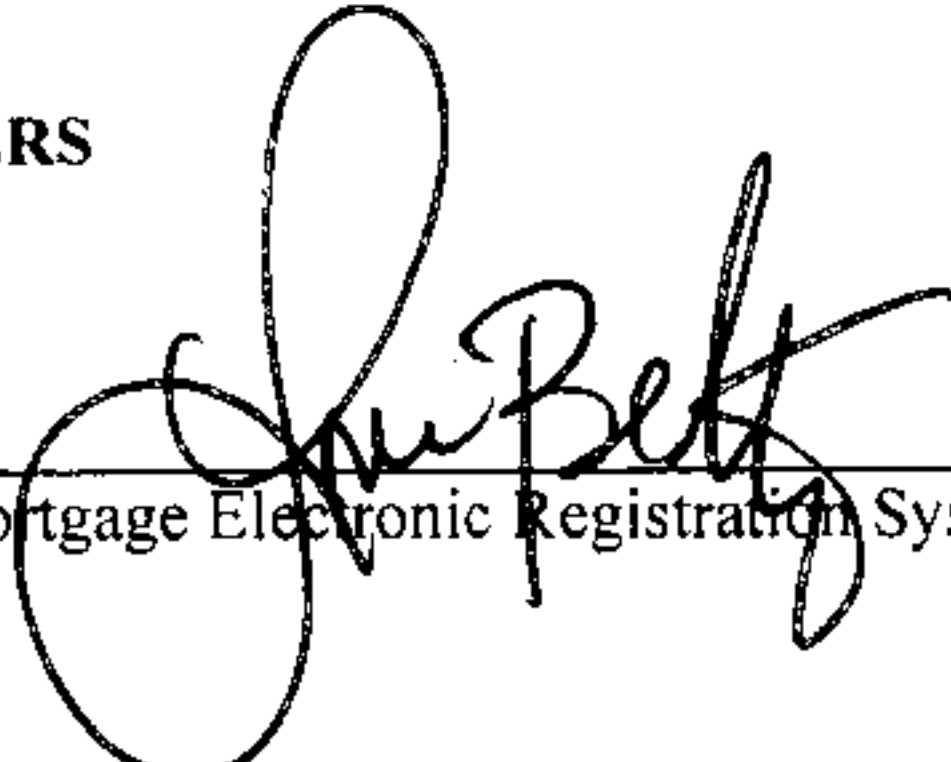

Admir Imamovic  
COMMISSION # FF 141918  
EXPIRES JUL 15, 2018  
RENEWED THRU  
12/09/2016

(Seal)



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MERS

  
Mortgage Electronic Registration Systems, Inc. ~~Nominee for Lender~~ **Lorri Beltz**  
Assistant Secretary 

ACKNOWLEDGMENT

State of \_\_\_\_\_ §  
County of \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by  
**SELENE FINANCE LP**, \_\_\_\_\_ of Mortgage Electronic Registration Systems,  
Inc, as nominee for Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, not in its  
individual capacity, but solely as trustee for BCAT 2015-14BTT, a Delaware corporation, on behalf of the  
corporation. He/she is personally known to me or who has produced \_\_\_\_\_ as  
identification.

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
Name Type, Printed or Stamped

\_\_\_\_\_  
Title and Rank

\_\_\_\_\_  
Serial Number, if any:

\_\_\_\_\_  
My Commission Expires:

(Seal)


**Loan Originator Organization: Wilmington Savings Fund Society, FSB, doing business as Christiana Trust,**  
**not in its individual capacity, but solely as trustee for BCAT 2015-14BTT, NMLSR ID: 6312**  
**Individual Loan Originator's Name NMLSR ID: N/A**

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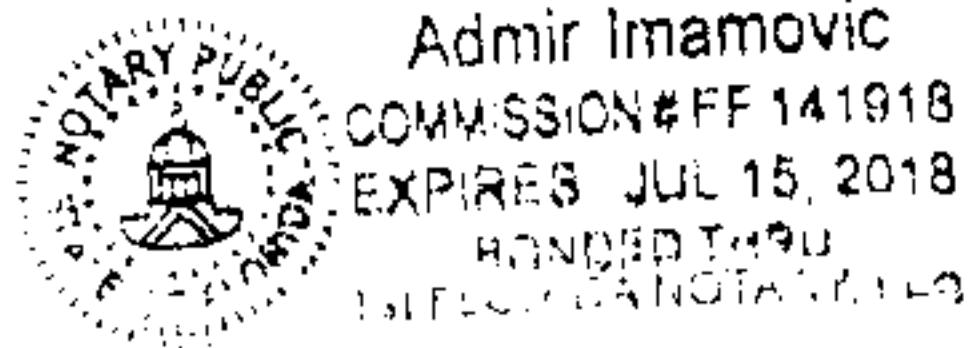


ACKNOWLEDGMENT

State of Florida

County of Duval

On the 23 day of November, in the year 2016, before me, Admir Imamovic,  
Notary Public, personally appeared Lori Beltz, Assistant Secretary,  
of **Mortgage Electronic Registration Systems, INC.**, on behalf of the Corporation. He/she is personally  
known to me or who has produced N/A as identification.



(Seal)

A handwritten signature in black ink, appearing to read "Admir Imamovic".

Signature of Person Taking Acknowledgment

Admir Imamovic

Name Type, Printed or Stamped

Notary Public

Title or Rank

Serial Number, if any: FF141918

My Commission Expires:

July 15, 2018

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**EXHIBIT A**

**BORROWER(S): JERRY W. MOORE, JR. AND STELLA M. MOORE, HUSBAND AND WIFE**

**LOAN NUMBER: 854950**

**LEGAL DESCRIPTION:**

**LOT 8, ACCORDING TO THE SURVEY OF CARLETON ESTATES, AS RECORDED IN MAP BOOK 13, PAGE 48, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**

**ALSO KNOWN AS: 192 MOUNTAIN VIEW DRIVE, WILSONVILLE, AL 35186**

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\* 8 5 4 9 5 0 \*

Loan No. 854950

Borrowers ("Borrower"): JERRY W. MOORE, JR. AND STELLA M. MOORE, HUSBAND AND WIFE

## LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 4th day of November, 2016, by and between the undersigned borrower (the "Borrower") and SELENE FINANCE LP, as servicer for Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, not in its individual capacity, but solely as trustee for BCAT 2015-14BTT, (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") of the same date executed by the Borrower and Lender as of the date above.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Agreement, Borrower and Lender further covenant and agree as follows:

**1. Costs and Expenses**

All costs and expenses incurred by Lender in connection with this Agreement shall be borne by Lender and not paid by Borrower.

**2. Escrow Items**

Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked. Borrower is hereby advised that beginning on the monthly payment due date set forth above, the amount of Escrow Items will be included with Borrower's monthly payment of principal and interest.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this LOAN MODIFICATION AGREEMENT RIDER.

 (Seal)  
JERRY W. MOORE JR -Borrower

 (Seal)  
STELLA M. MOORE -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

Loan No. 854950

Borrowers ("Borrower"): JERRY W. MOORE, JR. AND STELLA M. MOORE, HUSBAND AND WIFE

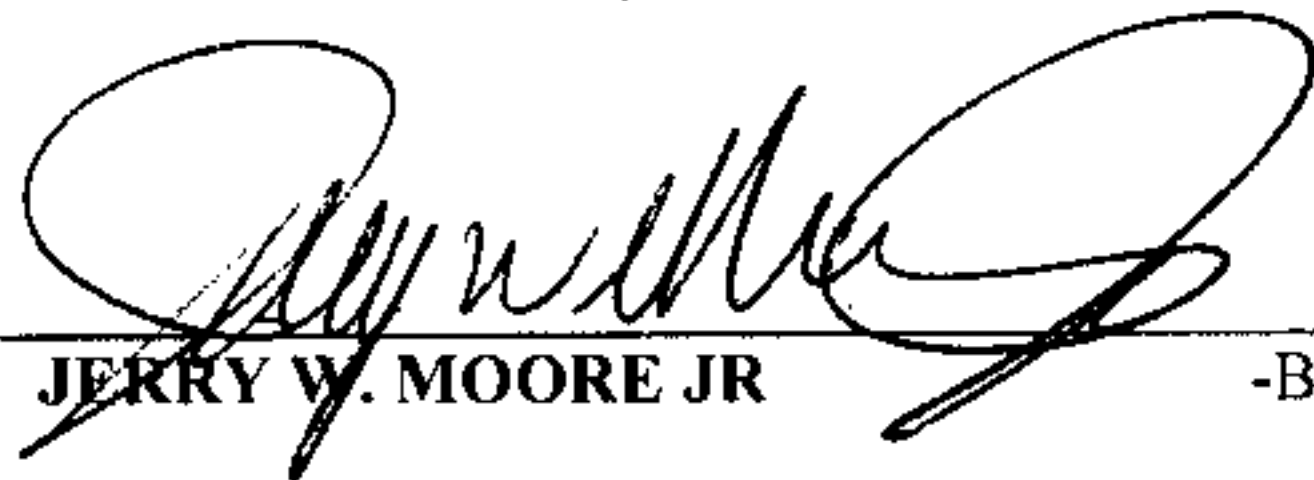
## COMPLIANCE AGREEMENT

In consideration of SELENE FINANCE LP, as servicer for **Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, not in its individual capacity, but solely as trustee for BCAT 2015-14BTT** ("Lender") modifying the first lien mortgage loan (the "Loan"), in connection with the property located at **192 MOUNTAIN VIEW DRIVE, WILSONVILLE, AL 35186** (the "Modification"), the undersigned ("Borrower") agrees, upon request of Lender, its successors or assigns ("Note Holder"), or upon request of any person acting on behalf of Note Holder, to fully cooperate with Note Holder or such person to correct any inaccurate term or provision of, mistake in, or omission from any document associated with the Modification. Borrower further agrees to execute such documents or take such action as Note Holder or such person acting on behalf of Note Holder reasonably may deem necessary (including without limitation the correction of any such inaccuracy, mistake, or omission) as will enable Note Holder to sell, convey, seek guaranty of, or market the Modification to any entity, including without limitation an investor, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or any bonding authority.

Borrower further agrees to comply with any such request within a reasonable period of time as specified by Note Holder or by such person acting on behalf of Note Holder. Failure to comply shall constitute default under the Note and Security Instrument underlying the Modification, and Note Holder may pursue its available remedies.

BY SIGNING BELOW BORROWER ACKNOWLEDGES THAT BORROWER FULLY UNDERSTANDS THIS COMPLIANCE AGREEMENT OR OTHERWISE HAS SOUGHT THE ADVICE OF COUNSEL.

Date: 11/16/16

  
\_\_\_\_\_  
JERRY W. MOORE JR (Seal)  
-Borrower

  
\_\_\_\_\_  
STELLA M. MOORE (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower