

After recording please return to:
ServiceLink
Attn: Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602

20180111000012520
01/11/2018 12:43:34 PM
MORT 1/7

This instrument was prepared by:
Selene Finance LP
Scott Hamilton
9990 Richmond Ave, STE 400 S
Houston, TX 77042

**CORRECTIVE Modification replacing
previous recorded
on 12/9/16 BOOK: N/A
PAGE: N/A INSTRUMENT: 20161209000451210**

_____[Space Above This Line For Recording Data]_____
Original Principal Amount \$275,250.00 Investor Loan No: 1505106209
Unpaid Principal Amount \$252,278.48 Loan No: 854950
New Principal Amount \$263,529.58
Total Cap Amount \$11,251.10 7283

100015409 Sel

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"), 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**, in the amount of **\$275,250.00** and recorded on **April 12, 2007** in Book, Volume, or Liber No. _____, at Page _____

(or as Instrument No. **20070412000170200**), of the **Official** (Name of Records) Records of **SHELBY, ALABAMA** (County and State, or other jurisdiction) 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)



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 or 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
 - (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:

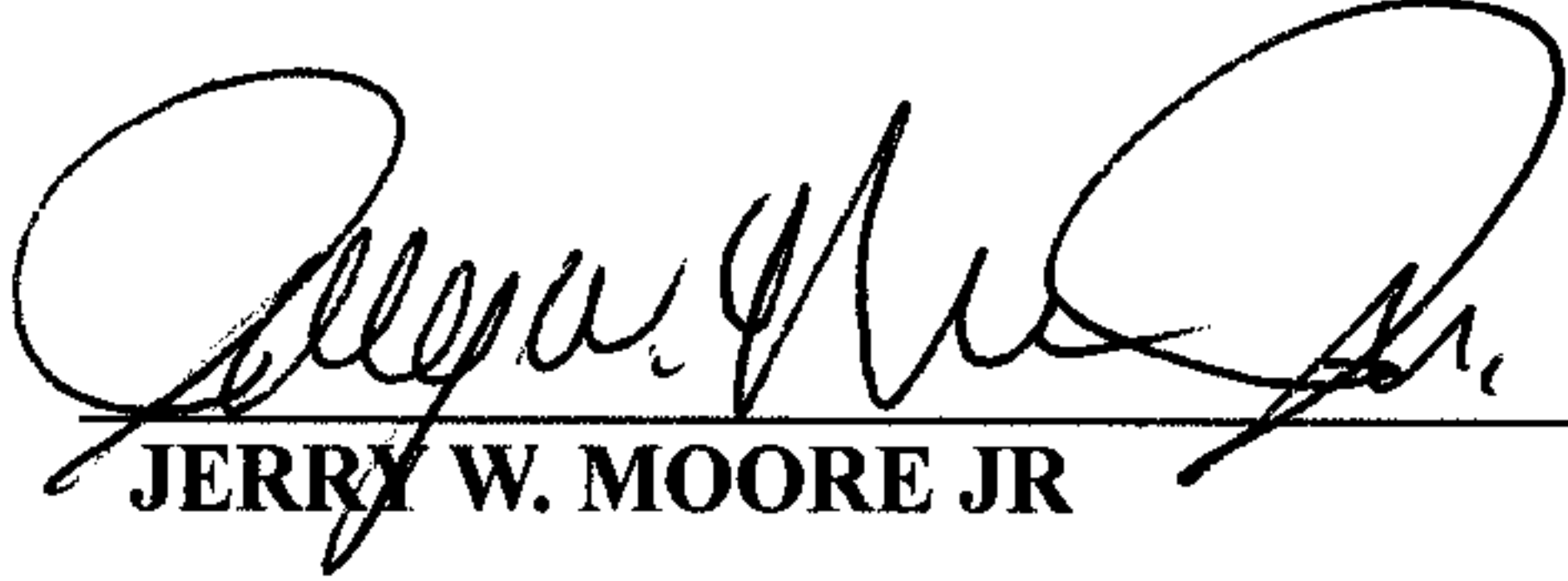
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, 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) 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 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

ACKNOWLEDGMENT

State of Alabama §
County of Shelby §

I Frances W. Gable 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.

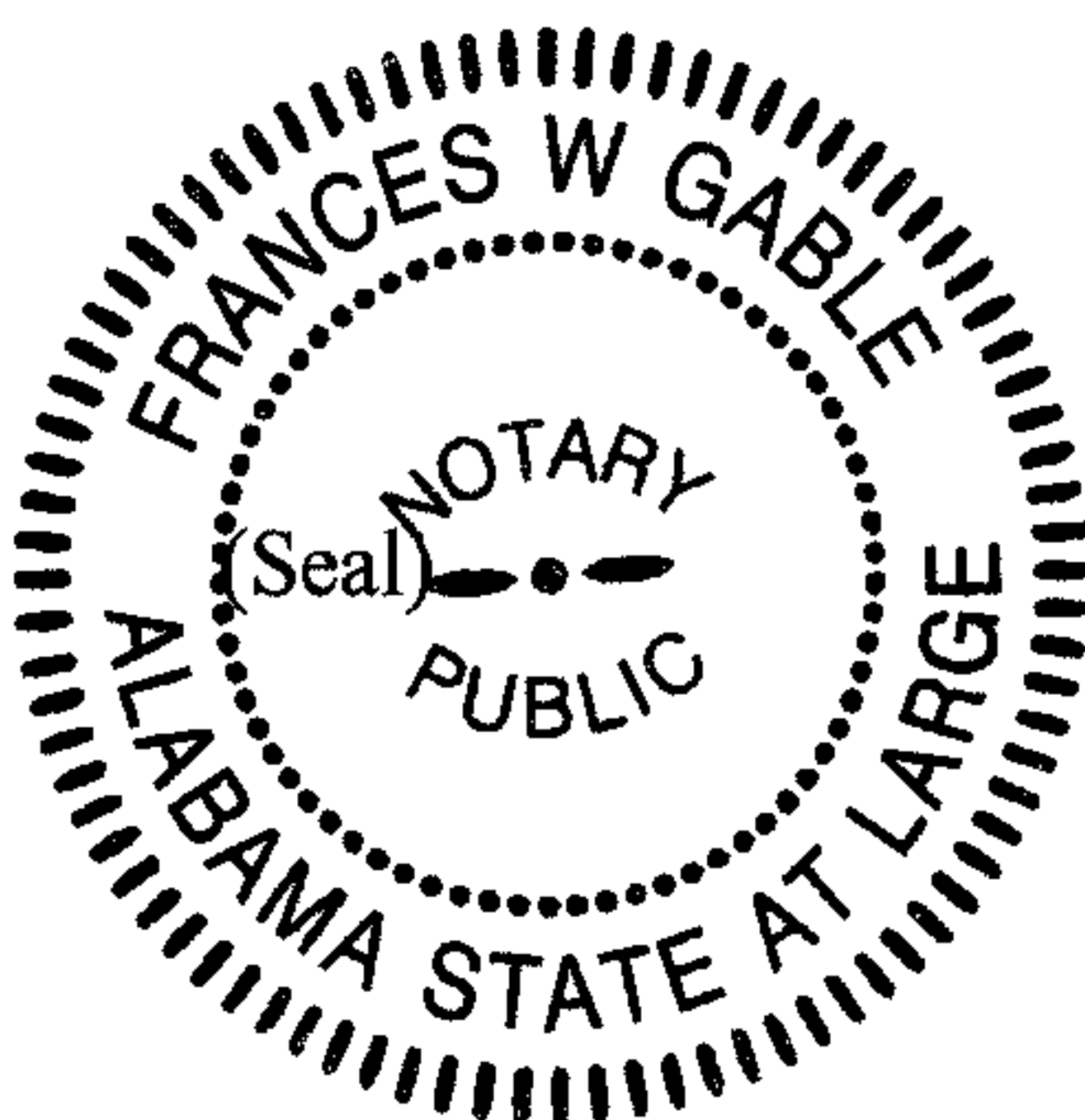
Given under my hand this 28th day of December, A. D. 2017.


Signature of Officer

Frances W. Gable
Printed Name

Notary Public
Title of Officer

My Commission Expires: April 29, 2019



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

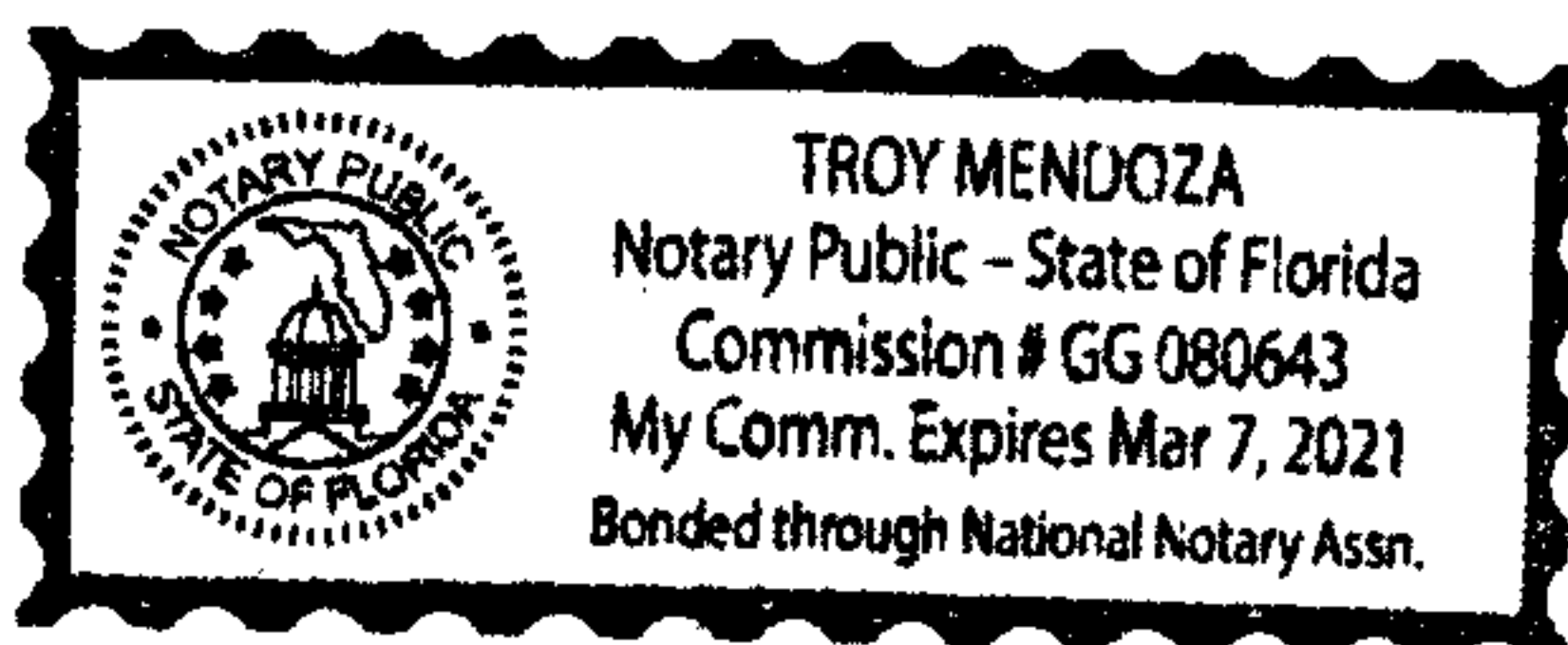
By: *Tonya Higginbotham* Vice President -Lender1/2/18
Date of Lender's Signature

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me this January 2, 2018 by Tonya Higginbotham, Vice President 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 N/A as identification.



Troy Mendoza
Signature of Person Taking Acknowledgment
Troy Mendoza

Name Type, Printed or Stamped

N/A
Title or Rank

Serial Number, if any: N/AMy Commission Expires: 3/7/2021

(Seal)



EXHIBIT A

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

LOAN NUMBER: 854950

LEGAL DESCRIPTION:

STATE OF ALABAMA, COUNTY OF SHELBY, AND DESCRIBED AS FOLLOWS:

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 SHLEBY COUNTY, ALABAMA.

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

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



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 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:

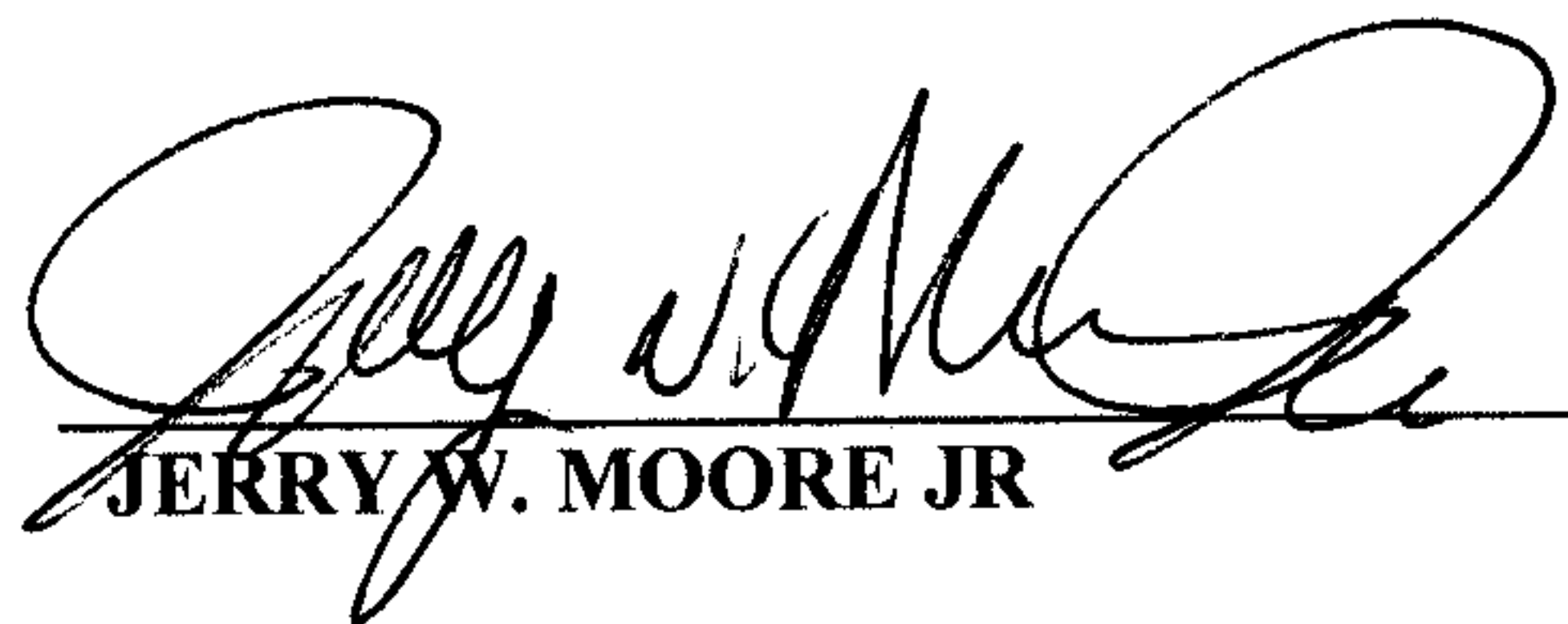
1. Costs and Expenses

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.

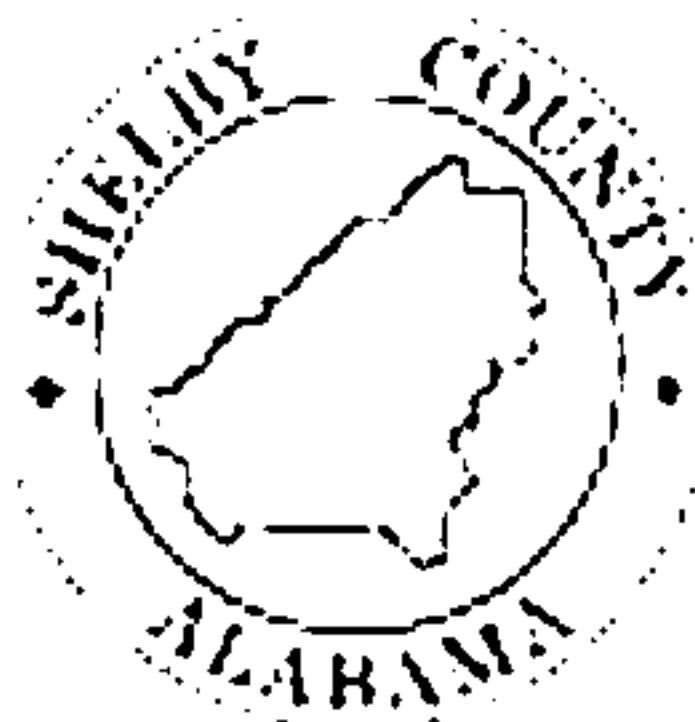
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this LOAN MODIFICATION AGREEMENT RIDER.

 (Seal)
JERRY W. MOORE JR -Borrower

 (Seal)
STELLA M. MOORE -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
01/11/2018 12:43:34 PM
\$428.40 CHERRY
20180111000012520



