

(24)

Home Protection
Investments

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LOAN MODIFICATION AGREEMENT

(Providing for Change to Borrower)

This Loan Modification Agreement ("Agreement"), made this 19 day of January 2018, between Home Perfection Investments, LLC ("Borrower") and IberiaBank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated March 18, 2016 and recorded Instrument No 20160322000091840 of the Probate Records of Shelby County, Alabama and (2) the Note, bearing the same date as, and secured by, the Shelby County, Alabama, Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

180 N Yeager Court, Pelham, AL 35124,

And further described as:

Lot 5, according to a Resurvey of Lot 1, Yeager Commercial Park North, as recorded in Map Book 24, Page 8, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

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. The Borrower under the terms of the original Mortgage and Note is changed from Home Perfection General Contractors Inc. to Home Perfection Investments, LLC, pursuant to that Warranty Deed dated the 19 day of January, 2018 and recorded on the 26 day of ~~February~~ February 2018 in Instrument no 20180226000059650 in the Probate Office of Shelby County, Alabama. All other terms of said Mortgage and Note remain in full force and effect with no change.
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.

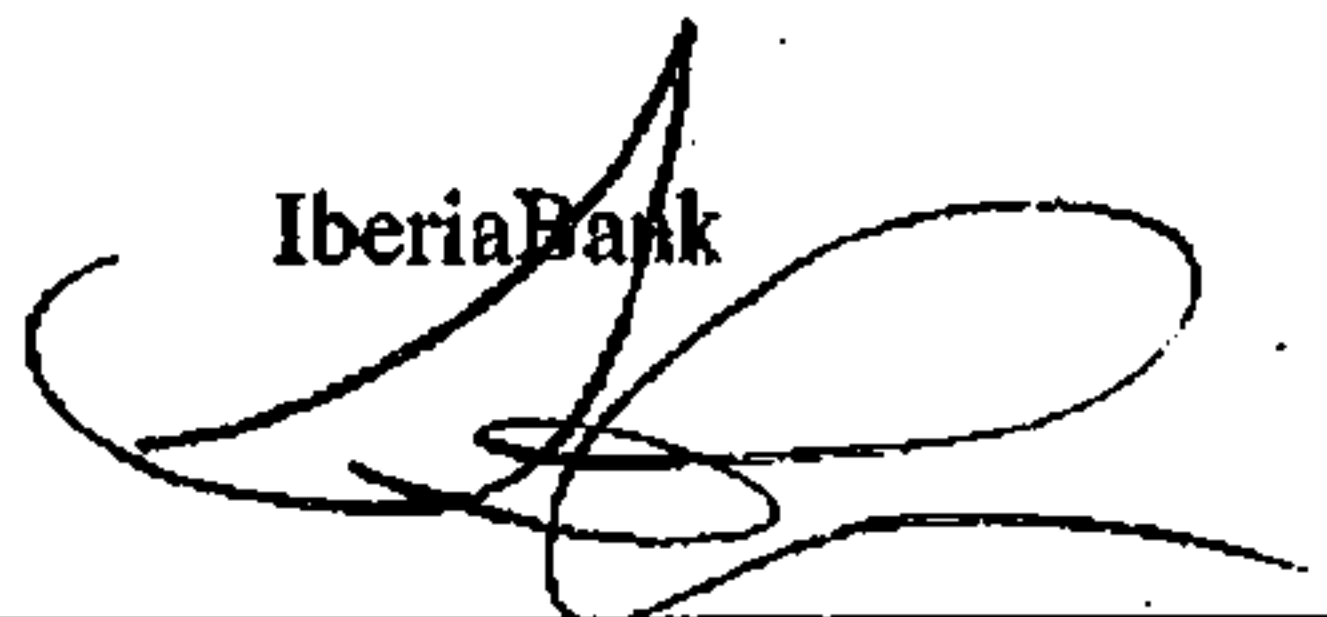
4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower 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.

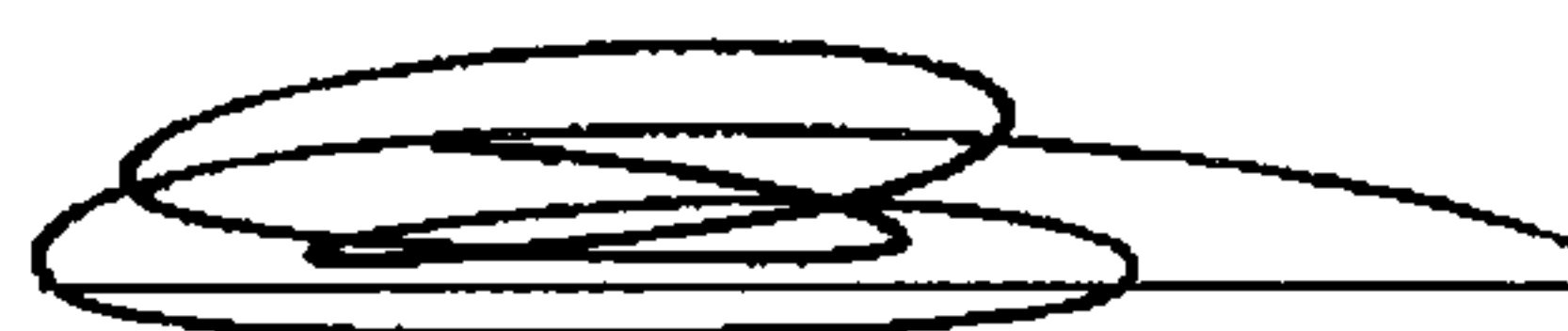
5. Borrower understands and agrees that:

- (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.

IberiaBank

(Seal)
-Lender

By: Tom Chelowski
1/19/18
Date of Lender's Signature

Home Perfection Investments, LLC

(Seal)
-Borrower



By: Bernardo De La Pava, Member
01-19-18
Date of Borrower's Signature

_____[Space Below This Line For Acknowledgments]_____

State of Alabama)
County of Shelby)
Corporate Acknowledgement

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Bernardo De La Pava, whose name as Member of Home Perfection Investments, LLC is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, as such member and with full authority executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

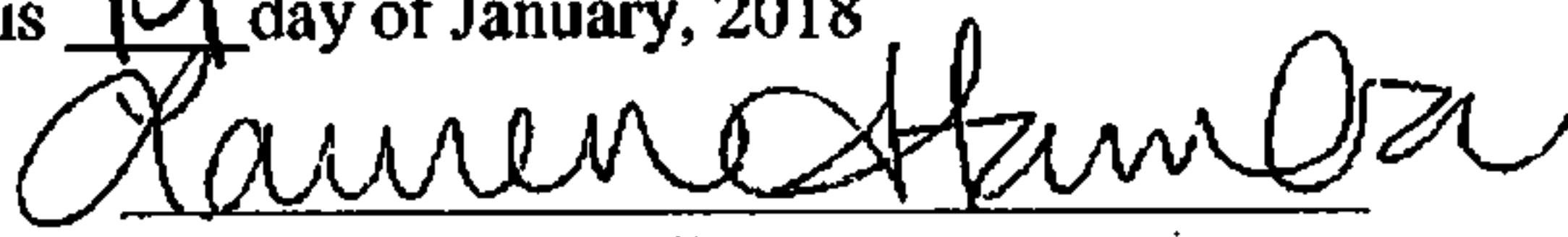
Given under my hand and official seal this 19 day of January, 2018


NOTARY PUBLIC
My commission expires


State of Alabama)
County of St. Clair)
Corporate Acknowledgement

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Tom Chelowski, whose name as VP of IberiaBank is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 19 day of January, 2018


NOTARY PUBLIC
My commission expires: LAUREN STAMBA
Notary Public, State of Alabama
County of St. Clair
My Commission Expires
March 09, 2019



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
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