

20181217000438700
12/17/2018 07:58:20 AM
MORTAMEN 1/6

When recorded return to :
Richmond Monroe Group
82 Jim Linegar LN
Branson West, MO. 65737
SPS # BBLN/TS-1657

This instrument was prepared by:
Select Portfolio Servicing, Inc.
Dan Whalen
3217 S Decker Lake Dr
Salt Lake City, UT 84119

[Space Above This Line For Recording Data]

Original Principal Amount \$165,600.00
Unpaid Principal Amount \$154,106.49
New Principal Amount \$159,732.85
Total Cap Amount \$5,626.36

Loan No: 19099431

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 30th day of August, 2018, between DANIEL K. BAKER, A MARRIED MAN ("Borrower") and Select Portfolio Servicing, Inc. ("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 25, 2014, in the amount of \$165,600.00 and recorded on April 14, 2014 in Book, Volume, or Liber No. _____, at Page _____ (or as Instrument No. 20140414000107940), 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
224 AMMERSEE LAKES DR, MONTEVALLO, AL 35115
(Property Address)

the real property described being set forth as follows:

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

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
The Compliance Source, Inc. Page 1 of 6

Form 3179 1/01 (rev. 4/14)
23703AL 10/01 Rev. 03/17
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PIN #: 27 1 02 0 003 007.000

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 **October 1, 2018**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$159,732.85**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$10,500.00** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$149,232.85**. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **4.500%**, from **September 1, 2018**. Borrower promises to make monthly payments of principal and interest of U.S. **\$670.90**, beginning on the 1st day of **October, 2018**, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of **4.500%** will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be **September 1, 2058**.
3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
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 ☐.



Daniel K. Baker (Seal) _____ (Seal)
DANIEL K. BAKER -Borrower -Borrower

-Borrower

-Borrower

ACKNOWLEDGMENT

State of Alabama §
County of Jefferson §
§

I *Shauna Pinkney* hereby certify that DANIEL K. BAKER 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.

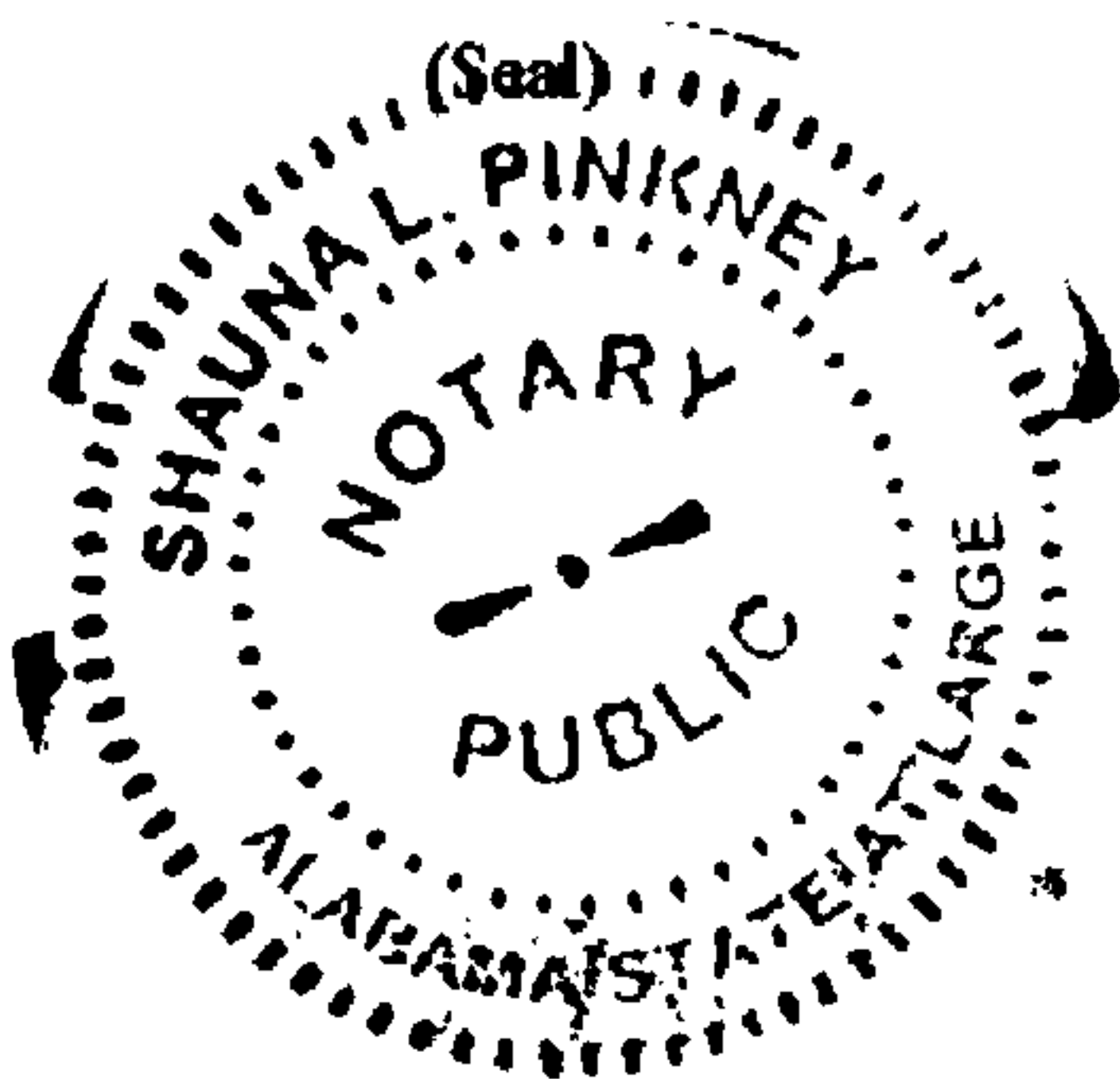
Given under my hand this 17th day of September, A. D. 2018.

Shauna Pinkney
Signature of Officer

Shauna Pinkney
Printed Name

Office Manager
Title of Officer

My Commission Expires: 02-25-20



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
Select Portfolio Servicing, Inc.

By: [Signature] **Larry Gonzales** **DEC 04 2018**
Document Control Officer
-Lender Date of Lender's Signature

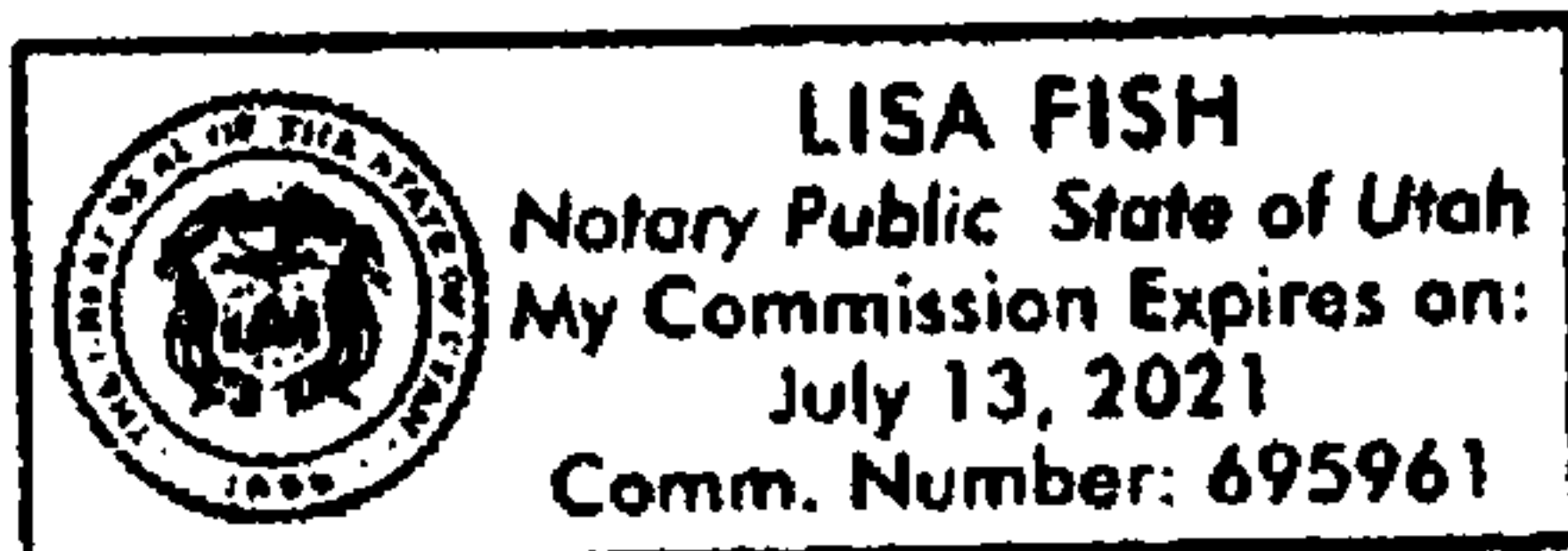
ACKNOWLEDGMENT

State of Utah §
County of Salt Lake § *Personally Known
§

I, LISA FISH, a Notary Public in and for said
County, in said State, hereby certify that Larry Gonzales whose name as
Document Control Officer of the **Select Portfolio Servicing, Inc.**, a Corporation 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/she, as such officer and with full authority, executed the same voluntarily for and as
the act of said Corporation.

Given under my hand this the 4 day of December 2018

[Signature]
Signature of Officer



(Seal)

LISA FISH
Printed Name
Notary Public
Title of Office

My Commission Expires: JUL 13 2021



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EXHIBIT A

BORROWER(S): DANIEL K. BAKER, A MARRIED MAN

LOAN NUMBER: 19099431

LEGAL DESCRIPTION:

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

LOT 7A ACCORDING TO AMMERSEE LAKES RESURVEY AS RECORDED IN MAP BOOK 32, PAGE 132, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

PIN #: 27 1 02 0 003 007.000

ALSO KNOWN AS: 224 Ammersee Lakes Dr, Montevallo, AL 35115



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/17/2018 07:58:20 AM
\$269.70 CHERRY
20181217000438700

Allen S. Bayl

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
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