

20190607000198370
06/07/2019 07:56:50 AM
MORTAMEN 1/7

After Recording Return To:
CoreLogic SolEx
1625 NW 136th Avenue Suite E-100
Sunrise, FL 33323

This Document Prepared By:
RASHUNDA FERGUSON
RoundPoint Mortgage Servicing Corporation
5016 Parkway Plaza Blvd, Suite 200
Charlotte, NC 28217

_____[Space Above This Line For Recording Data]_____
Original Recording Date: **October 29, 2009** Loan No: **1001171279**
Original Loan Amount: **\$160,000.00** Investor Loan No: **1710476563**
New Money: **\$5,296.51** MIN Number: **100052210010643476**

LOAN MODIFICATION AGREEMENT

(Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 13th day of May, 2019, between J TIMOTHY SMITH and JULIA R SMITH ("Borrower") and ROUNDPOINT MORTGAGE SERVICING CORPORATION, whose address is 5016 Parkway Plaza Blvd, Suite 200, Charlotte, NC 28217 ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **October 23, 2009** and recorded in Mortgage Book **N/A**, Page **N/A**, Instrument No: **20091029000405110** and recorded on **October 29, 2009**, 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
784 DIVIDING RIDGE DRIVE, BIRMINGHAM, AL 35244,
(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 **May 1, 2019**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$87,477.44**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.



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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 **4.375%**, from **May 1, 2019**. Borrower promises to make monthly payments of principal and interest of U.S. **\$386.26**, beginning on the **1st day of June, 2019**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.375%** will remain in effect until principal and interest are paid in full. If on **May 1, 2059** (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. 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.



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- (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 [].

- (g) "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.

6. 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 \$82,180.93. The principal balance secured by the existing security instrument as a result of this Agreement is \$87,477.44, which amount represents the excess of the unpaid principal balance of this original obligation.

7. **Additional Agreements.** I agree to the following:



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That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.

In Witness Whereof, the Lender and I have executed this Agreement.



J TIMOTHY SMITH -Borrower

(Seal)



(Seal)

JULIA R SMITH is signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt.

[Space Below This Line For Acknowledgments]

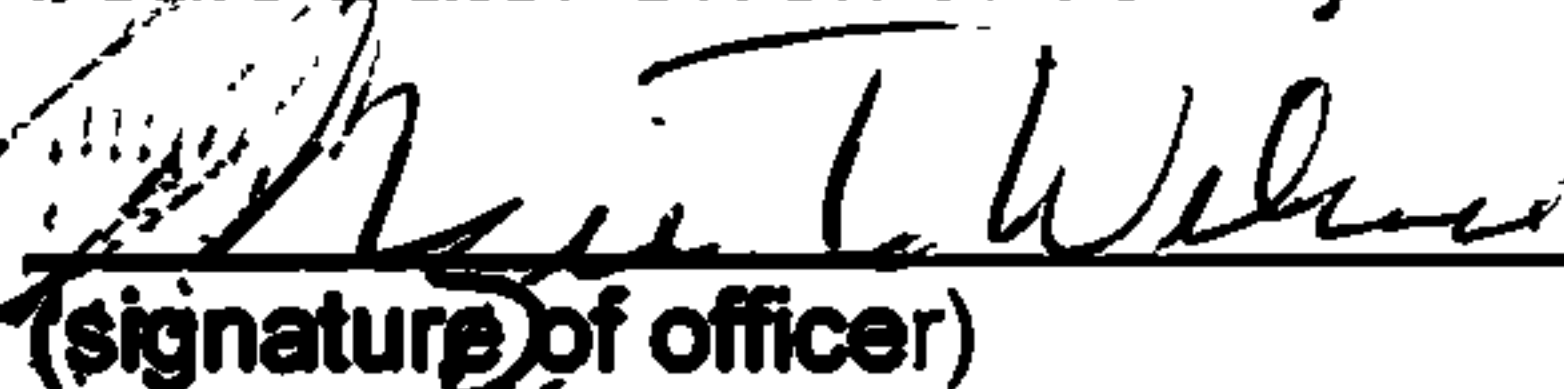
State of Alabama

County of Shelby

I, Angie T. Wilkins Notary Public, hereby certify that
(please print name)

J TIMOTHY SMITH and JULIA R SMITH, 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 25th day of May, A. D. 2019.


(signature of officer)

My commission expires: 6-21-22



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ROUNDPOINT MORTGAGE SERVICING CORPORATION

By: [Signature] (Seal) - Lender

Name: Demase Simmons

Title: Portfolio Manager

6-3-19
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

State of NORTH CAROLINA
County of MECKLENBURG

I, Valerie Catina Wilson, a Notary Public in and for said state, (name/title of official) do hereby
certify that

Demase Simmons, the Portfolio Manager of ROUNDPOINT MORTGAGE
SERVICING CORPORATION, personally appeared before me on this day and acknowledged the due
execution of the foregoing instrument.

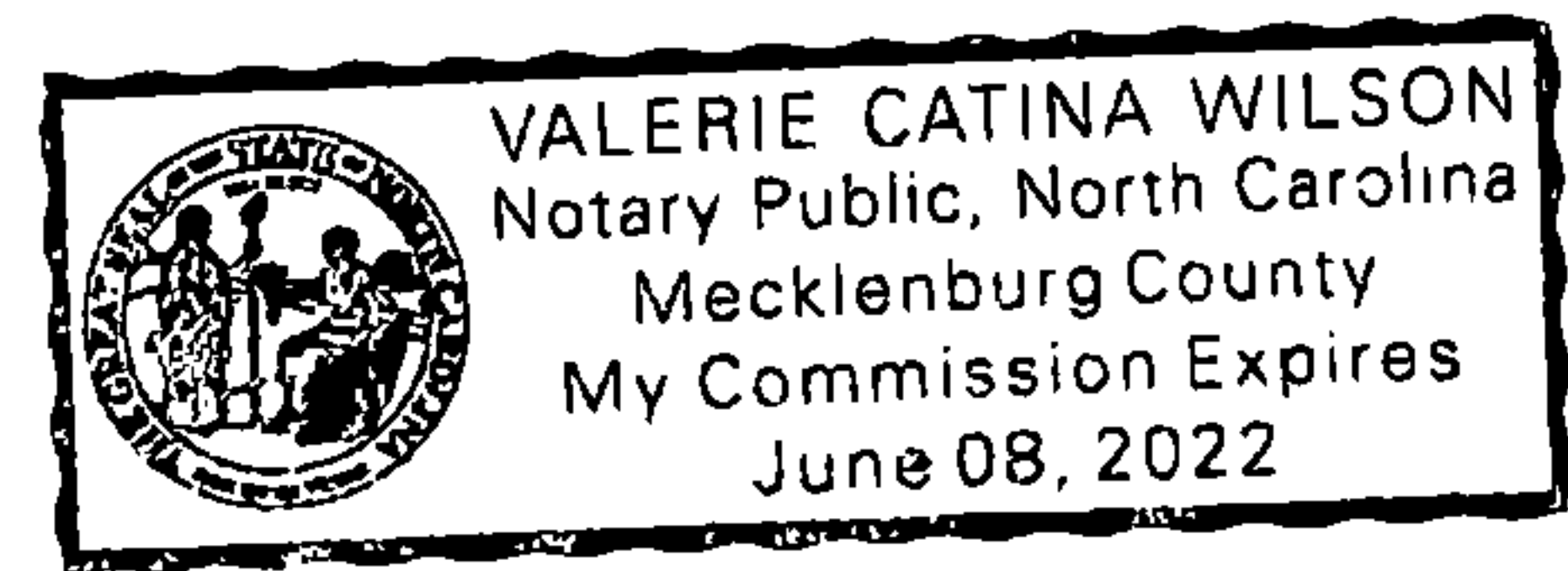
Witness my hand and (where an official seal is required by law) official seal this the 3rd day of
June, 2019.

[Signature]
(signature of officer)

Valerie Catina Wilson
Type or Print Name of Notary

Notary Public, State of North Carolina

My Commission Expires: June 08, 2022



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Mortgage Electronic Registration Systems, Inc

Name: Lawrence Brown

Title: Assistant Secretary

_____[Space Below This Line For Acknowledgments]_____

State of NORTH CAROLINA

County of MECKLENBURG

I, Valerie Catina Wilson, a Notary Public in and for said state, (name/title of official) do hereby

certify that Lawrence Brown, the Assistant Secretary of Mortgage Electronic Registration Systems, Inc, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and (where an official seal is required by law)

official seal this the 3rd day of June, 2019.

Valerie Catina Wilson

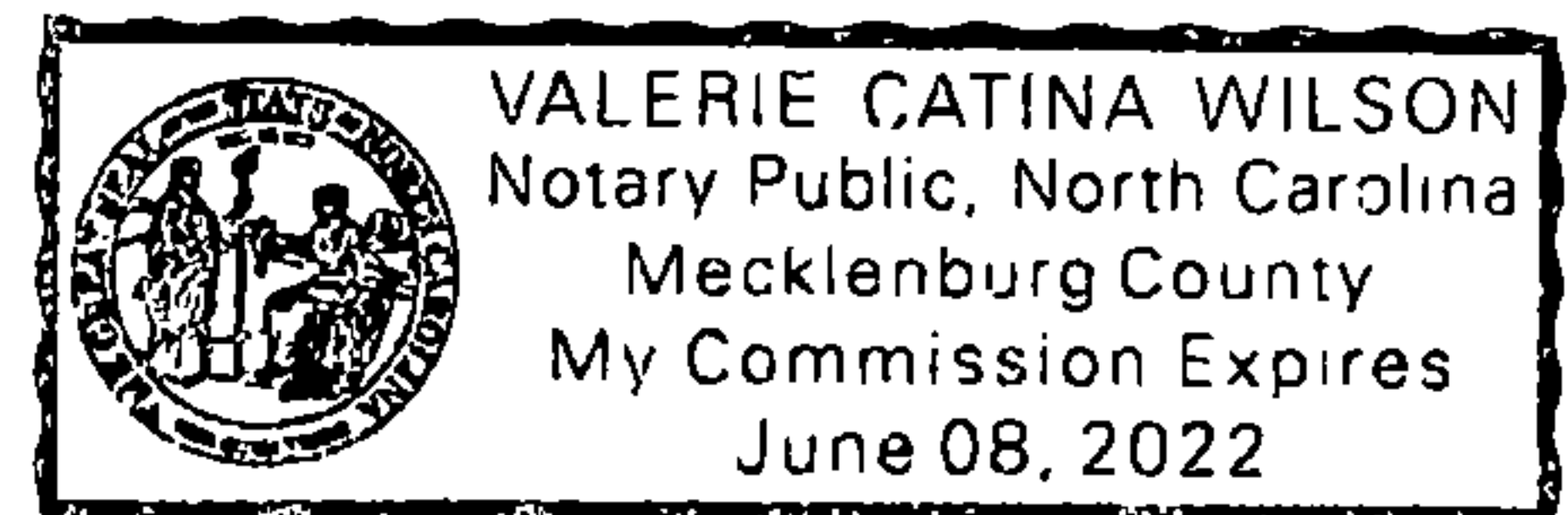
(signature of officer)

Valerie Catina Wilson

Type or Print Name of Notary

Notary Public, State of North Carolina

My Commission Expires: June 08, 2022



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Exhibit "A"

Loan Number: 1001171279

Property Address: 784 DIVIDING RIDGE DRIVE, BIRMINGHAM, AL 35244

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA: LOT 59, ACCORDING TO THE SURVEY OF RIVERCHASE WEST-DIVIDING RIDGE, FIRST ADDITION, AS RECORDED IN MAP BOOK 7, PAGE 3, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHTS, EASEMENTS, RIGHT-OF-WAY, PROVISIONS, COVENANTS, TERMS, CONDITIONS AND BUILDING SET BACK LINES OF RECORD. ADDRESS: 784 DIVIDING RIDGE DRIVE; BIRMINGHAM, ALABAMA 35244 TAX MAP OR PARCEL ID NO: 11-7-25-0-003-021.000 SUBJECT PROPERTY IN LOCATED IN SHELBY COUNTY.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/07/2019 07:56:50 AM
\$164.25 CHERRY
20190607000198370

Allie S. Beal



* 1 0 0 1 1 7 1 2 7 9 *
12338 06/18 Exhibit A Legal Description Attachment



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