

20191204000448430
12/04/2019 01:01:57 PM
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After Recording Return To:
Rushmore Loan Management Services LLC
ATTN: Collateral Dept.
1755 Wittington Place Ste. 400
Farmers Branch, TX 75234

This Document Prepared By:
Jesse Brecht
Rushmore Loan Management Services LLC
15480 Laguna Canyon Road
Irvine, CA 92618

_____[Space Above This Line For Recording Data]_____
Original Recording Date: **June 07, 2016** Loan No: **4401348081**
Original Loan Amount: **\$195,027.00** Investor Loan No: **0217373478**
New Money: **\$46,883.01** FHA Case No.: **011-8367531-703**

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 18th day of November, 2019, between **MICHAEL MOORE, SINGLE MAN** whose address is **1010 PINE VALLEY DRIVE, CALERA, AL 35040** ("Borrower") and **Rushmore Loan Management Services LLC** which is organized and existing under the laws of **Delaware**, and whose address is **1755 Wittington Place Ste. 400, Farmers Branch, TX 75234** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **June 03, 2016** and recorded in Mortgage Book **N/A**, Page **N/A**, Instrument No: **20160607000195740** and recorded on **June 07, 2016**, 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

1010 PINE VALLEY DRIVE, CALERA, AL 35040,
(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 **December 1, 2019**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$238,930.95**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$18,604.65** and other amounts capitalized,



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which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.

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 **4.000%**, from **December 1, 2019**. Borrower promises to make monthly payments of principal and interest of U.S. \$**1,140.69**, beginning on the **1st** day of **January, 2020**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **December 1, 2049** (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. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
6. 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. Except as otherwise specifically provided in



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this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

7. Borrower agrees to make and execute other documents or papers as may be necessary 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.
8. 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 \$192,047.94. The principal balance secured by the existing security instrument as a result of this Agreement is \$238,930.95, which amount represents the excess of the unpaid principal balance of this original obligation.

[Signature]
MICHAEL MOORE -Borrower

Date: 11/19/2019

[Signature] -Witness [Signature] -Witness

_____[Space Below This Line For Acknowledgments]_____

State of Alabama

County of SHELBY

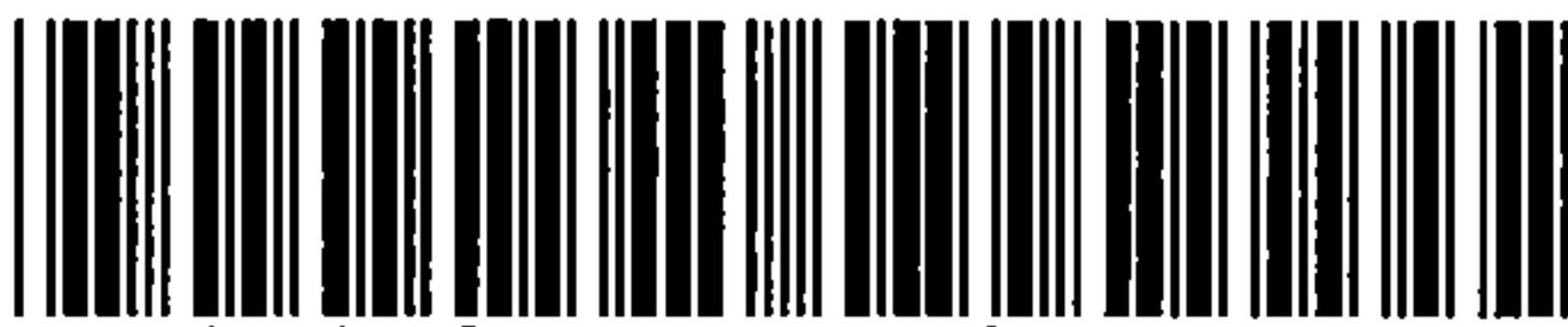
I, PATRICK WADSWORTH Notary Public, hereby certify that
(please print name)

MICHAEL 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

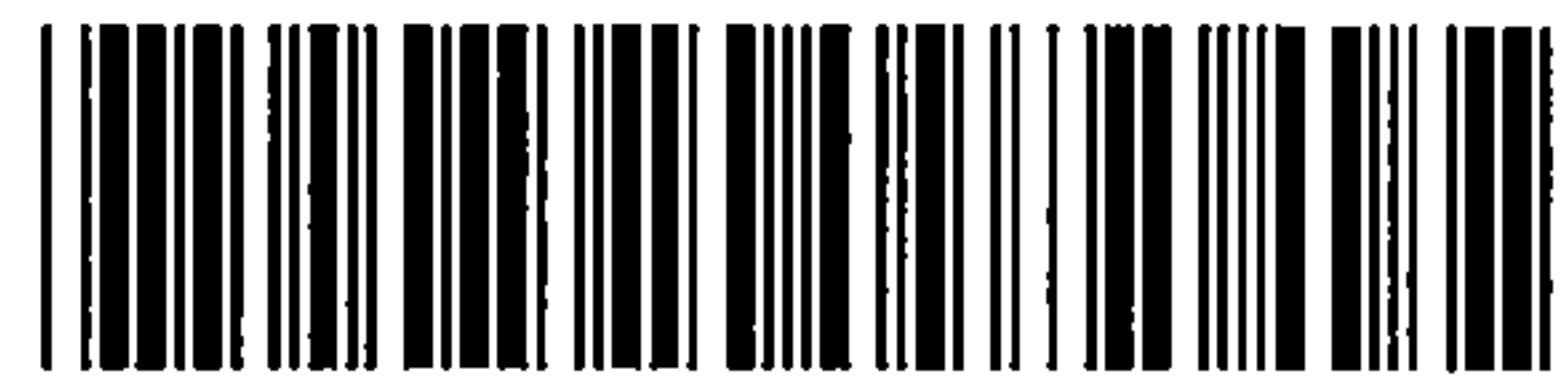
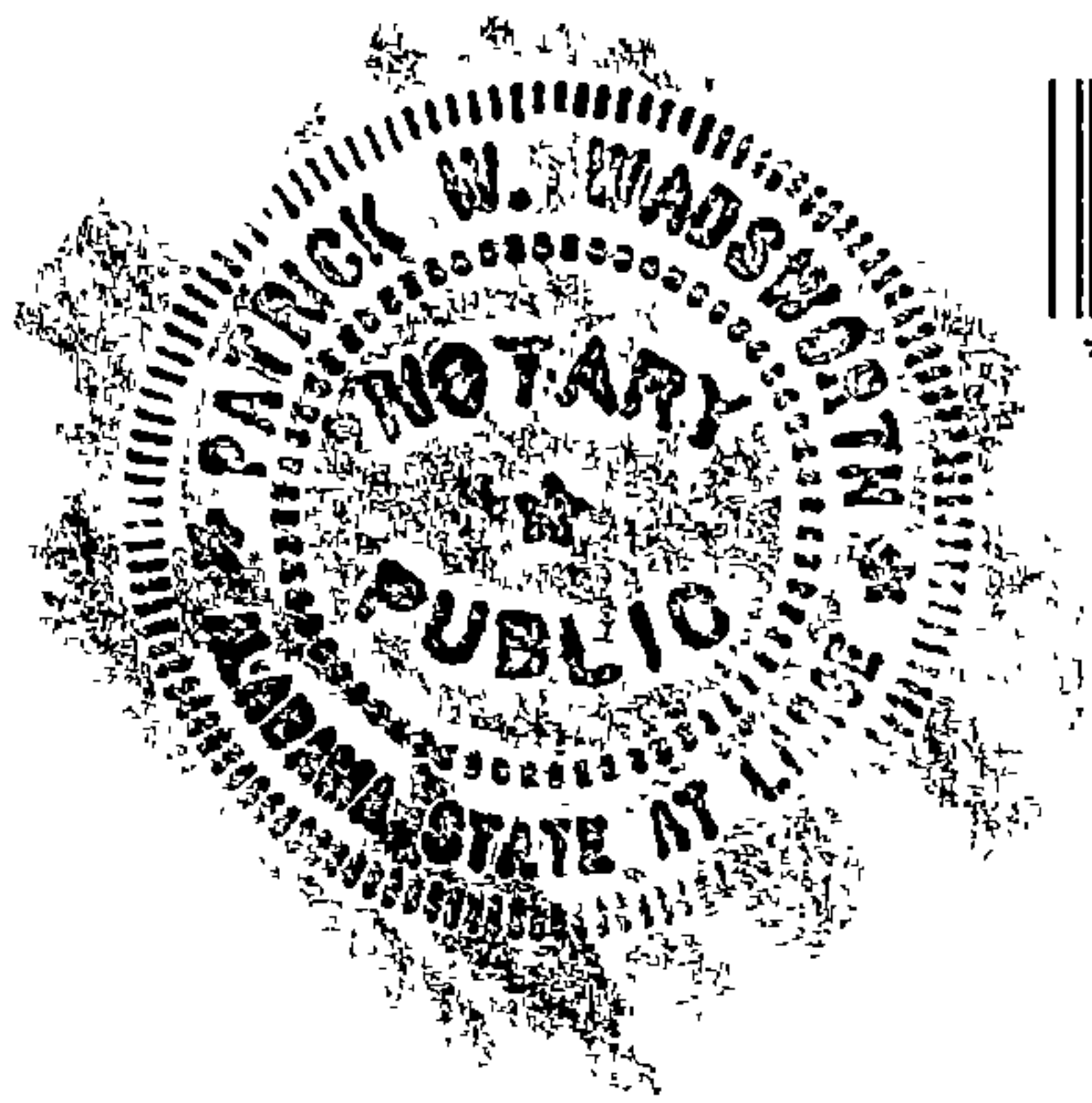
bears Date. Given under my hand this 19 day of NOVEMBER A. D. 2019.

[Signature]
(signature of officer)

My commission expires: 12/27/20



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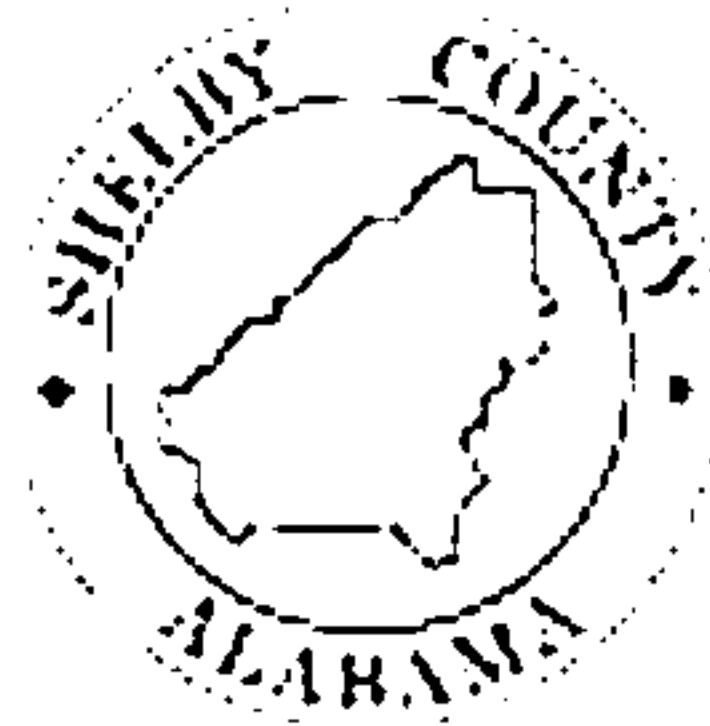
Exhibit "A"

Loan Number: **4401348081**

Property Address: **1010 PINE VALLEY DRIVE, CALERA, AL 35040**

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA: LOT 219, ACCORDING TO THE SURVEY OF THE RESERVE AT TIMBERLINE, PHASE 3, AS RECORDED IN MAP BOOK 38, PAGE 53, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/04/2019 01:01:57 PM
\$392.50 CHERRY
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Allie S. Bayl



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304 12338 06/18 Exhibit A Legal Description Attachment



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