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01/06/2020 08:08:47 AM
MORTAMEN 1/7

Source of Title

Deed Book N/A

Page N/A

Instrument No. 20120926000367320

After Recording Return To:

RUTH RUHL, P.C.

Attn: Recording Department

12700 Park Central Drive, Suite 850

Dallas, Texas 75251

This Document Prepared By:

Ruth Ruhl, Esquire

RUTH RUHL, P.C.

12700 Park Central Drive, Suite 850

Dallas, TX 75251

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Loan No.: 0075390039

Investor Loan No.: 211426466

MERS No.: 1006611-9000052791-8

MERS Phone: 1-888-679-6377

LOAN MODIFICATION AGREEMENT

(To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement ("Agreement"), made this 23rd day of February, 2018,
between Rufus L Dudley

("Borrower")

and Home Point Financial Corporation

and Mortgage Electronic Registration Systems, Inc.

("Lender"),
("Mortgagee"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Timely Payment Rewards Rider, if any, dated November 13th, 2015, granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on November 23rd, 2015, in Mortgage Book N/A, Page N/A, Instrument No. 20151123000402740, Official Records of Shelby County, Alabama, and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in said Security Instrument and defined therein as the "Property," located at 5084 Meadowbrook Road, Birmingham, Alabama 35242,

"The original loan amount was \$ 324,000.00 and the Unpaid Principal Balance is \$ 317,745.86. The portion of the Unpaid Principal Balance which is subject to mortgage registry tax is \$317,745.86".

Reason for Modification: Term is being extended.

Loan No.: 0075390039

20200106000006690 01/06/2020 08:08:47 AM MORTAMEN
2/7

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. Current Balance. As of March 1st, 2018, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$317,745.86.
2. Interest Rate. 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 4.625%, beginning February 1st, 2018, both before and after any default described in the Note. The yearly rate of 4.625% will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$1,454.10, beginning on the 1st day of March, 2018, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on February 1st, 2058, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at 9 Entin Road Suite 200, Parsipanny, New Jersey 07054 or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. Property Transfer. 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.

Loan No.: 0075390039

20200106000006690 01/06/2020 08:08:47 AM MORTAMEN
3/7

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 given in accordance with Section 15 of the Security Instrument, 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 this Security Instrument without further notice or demand on Borrower.

7. Compliance with Covenants. 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.

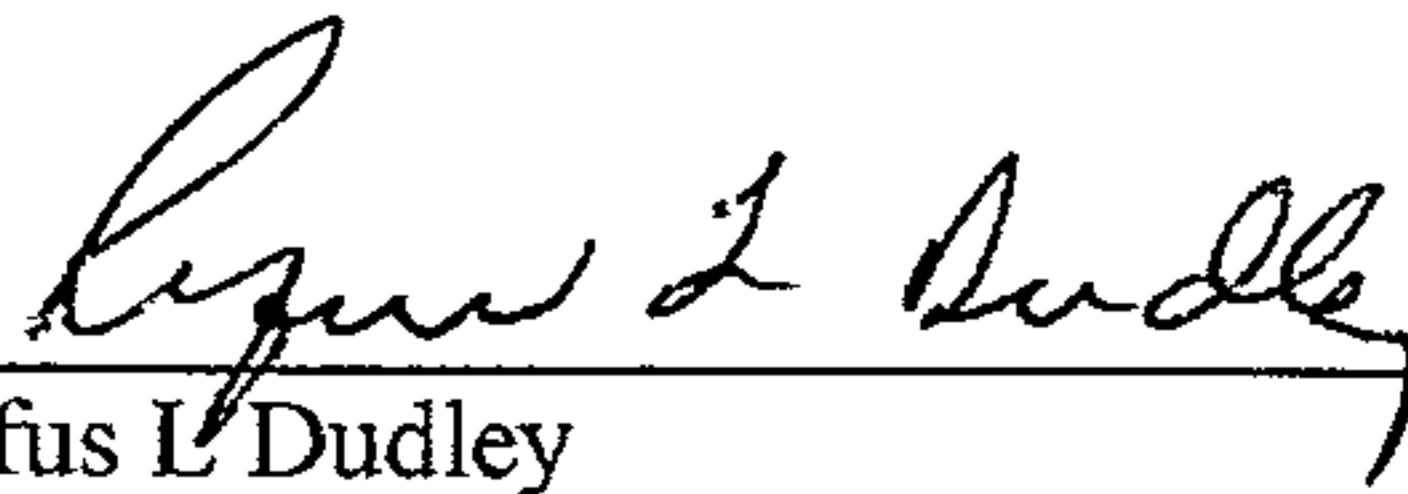
8. Bankruptcy. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation agreement of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

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 where otherwise specifically provided in 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.

In Witness Whereof, Lender and Borrower have executed this Agreement.

6-24-18

Date



Rufus L. Dudley (Seal)
-Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

Loan No.: 0075390039

20200106000006690 01/06/2020 08:08:47 AM MORTAMEN
4/7

BORROWER ACKNOWLEDGMENT

State of Alabama §

County of Shelby §

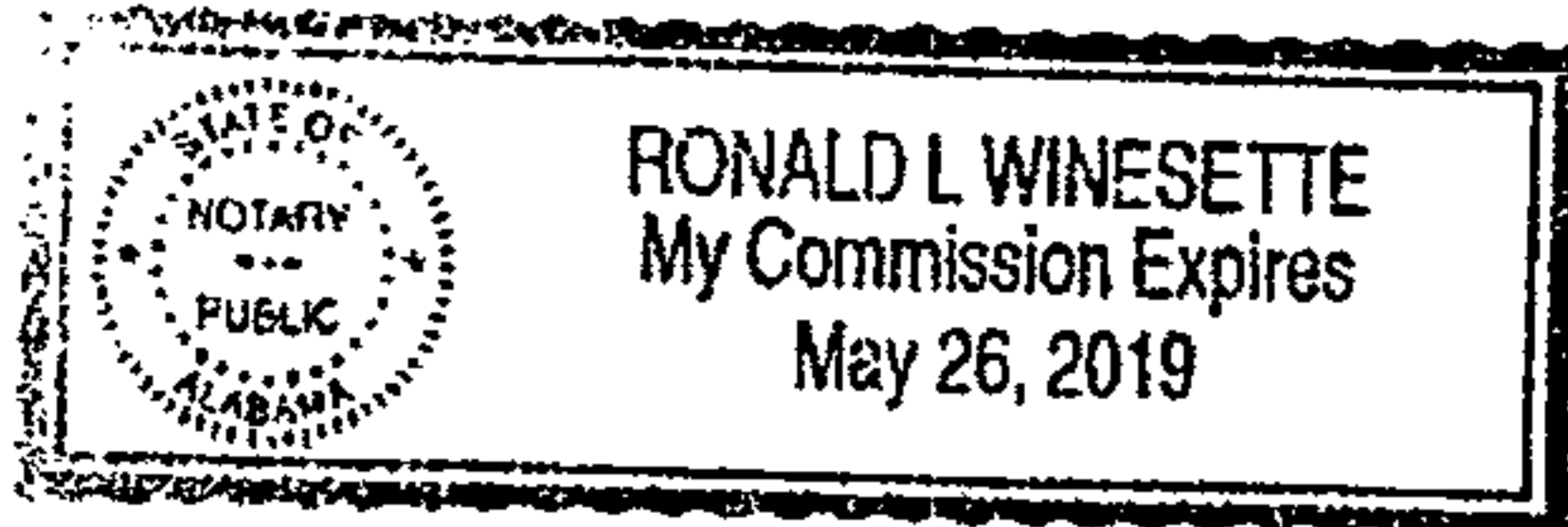
I, Ronald L. Winesette
hereby certify that Rufus L Dudley

, a Notary Public [name and style of officer],

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 26th day of June, A.D. 2018.

(Seal)



[Signature]

Notary Signature

Printed/Typed Name: Ronald L. Winesette

Notary Public

Style of Officer

My Commission Expires: May 26, 2019

Loan No.: 0075390039

20200106000006690 01/06/2020 08:08:47 AM MORTAMEN
5/7

2/3/18

-Date

Home Point Financial Corporation

-Lender

By: [Signature]

Printed/Typed Name: Michael Blair
Its: Vice President and Assistant Secretary

LENDER ACKNOWLEDGMENT

State of NJ §
County of Monmouth §
§

MAVIS G. WHITE, a Notary Public in and for said County in said NEW JERSEY
State, hereby certify that Michael Blair whose name as Vice President and
of Home Point Financial Corporation Assistant Secretary

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 entity.

Given under my hand this the 3rd day of July, 2018.

(Seal)

[Signature]
Notary Signature
Printed/Typed Name: MAVIS G. White

MAVIS G. WHITE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 13, 2020
ID# 50000748

Notary Public
Style of Officer
My Commission Expires: 2/13/2020

Loan No.: 0075390039

20200106000006690 01/06/2020 08:08:47 AM MORTAMEN
6/7

7.3.18

-Date

Mortgage Electronic Registration Systems, Inc.

-Mortgagee

By:

Printed/Typed Name: Francine B. Bryant

Its: Assistant Secretary

MORTGAGEE ACKNOWLEDGMENT

State of New Jersey

§

County of Mercer

§

§

MAVIS G. WHITE

I, MAVIS G. WHITE, a Notary Public in and for said County in said State, hereby certify that Francine B. Bryant, Assistant Secretary of Mortgage Electronic Registration Systems, Inc., Mortgagee, 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 entity.

Given under my hand this the 3rd day of July, 2018.

(Seal)

[Signature]

Notary Signature

Printed/Typed Name: MAVIS G. WHITE

Notary Public

Style of Officer

My Commission Expires: 2/13/2020

MAVIS G. WHITE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 13, 2020
ID# 50009748

20200106000006690 01/06/2020 08:08:47 AM MORTAMEN

7/7

EXHIBIT A

Lot 43-A according to a Re-subdivision of Lots 42, 43, 44, 45, according to the Map of Meadow Brook 7th Sector, 2nd Phase, as recorded in Map Book 19, Page 16, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Being the same property conveyed to Margaret Ann Dudley and Rufus L. Dudley in that Warranty Deed recorded September 26, 2012, in Instrument No. 20120926000367320, 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
01/06/2020 08:08:47 AM
\$516.70 CHERRY
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Alli S. Bayl