

20200130000039670
01/30/2020 11:22:16 AM
MORTAMEN 1/6

This Document Prepared By:
EDNA
FLAGSTAR BANK, FSB
532 RIVERSIDE AVE.
JACKSONVILLE, FL 32202
800-393-4887

When Recorded Mail To:
FIRST AMERICAN TITLE CO.
FAMS – DTO RECORDING
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

Source of Title: INSTRUMENT NO. 20160325000095310
Tax/Parcel #: 28 4 17 1 004 066.000

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Original Principal Amount: \$155,022.00	FHA/VA/RHS Case No.: 222260683365
Unpaid Principal Amount: \$157,678.31	Loan No: 0440166247
New Principal Amount: \$167,191.83	
New Money (Cap): \$9,513.52	

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 16TH day of JANUARY, 2020, between JAMES NEWTON STUBBLEFIELD A MARRIED MAN ("Borrower"), whose address is 236 ADDISON DRIVE, CALERA, ALABAMA 35040 and PINGORA LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA ("Lender"), whose address is 532 RIVERSIDE AVE., JACKSONVILLE, FL 32202, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated MARCH 24, 2016 and recorded on MARCH 25, 2016 in INSTRUMENT NO. 20160325000095320, of the 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 the Security Instrument and defined therein as the "Property", located at

236 ADDISON DRIVE, CALERA, ALABAMA 35040
(Property Address)

the real property described is located in **SHELBY COUNTY, ALABAMA** and 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, **FEBRUARY 1, 2020** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$167,191.83**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **\$9,513.52**.
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 **4.1250%**, from **FEBRUARY 1, 2020**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$810.29**, beginning on the **1ST** day of **MARCH, 2020**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 1, 2050** (the "Maturity Date"), the 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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 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.

In Witness Whereof, I have executed this Agreement.

[Signature]
Borrower: JAMES NEWTON STUBBLEFIELD

01/21/20
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

The State of ALABAMA)
Shelby County)

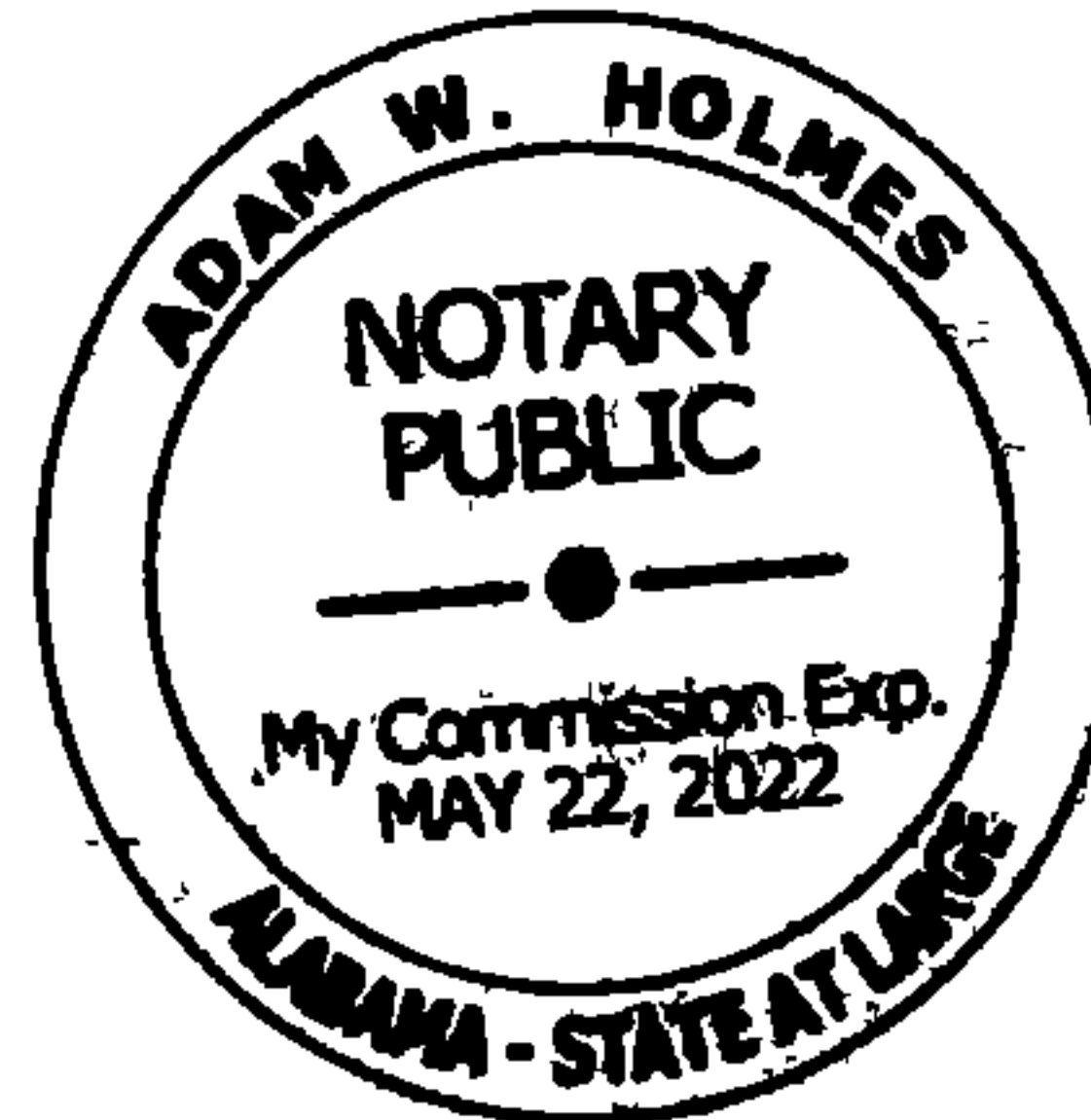
I, a Notary Public, hereby certify that JAMES NEWTON STUBBLEFIELD, MARRIED PERSON whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 21 day of January, 2020.

Adam W. Holmes
Notary Public

Print Name Adam W. Holmes

My commission expires: 05-22-2022



In Witness Whereof, the Lender has executed this Agreement.

PINGORA LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA

By Eleanor Cagline Eleanor Cagline Jun. 13, 2020
Bank Officer (print name) Date
(title)

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of JAN, 2020 (year), by ELEANOR CAGLINE (name of person) as BANK OFFICER (type of authority,...e.g. officer, trustee, attorney in fact) for PINGORA LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA (name of party on behalf of whom instrument was executed).

(Signature of Notary Public - State of Florida)

Sharon F Howard

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced NA

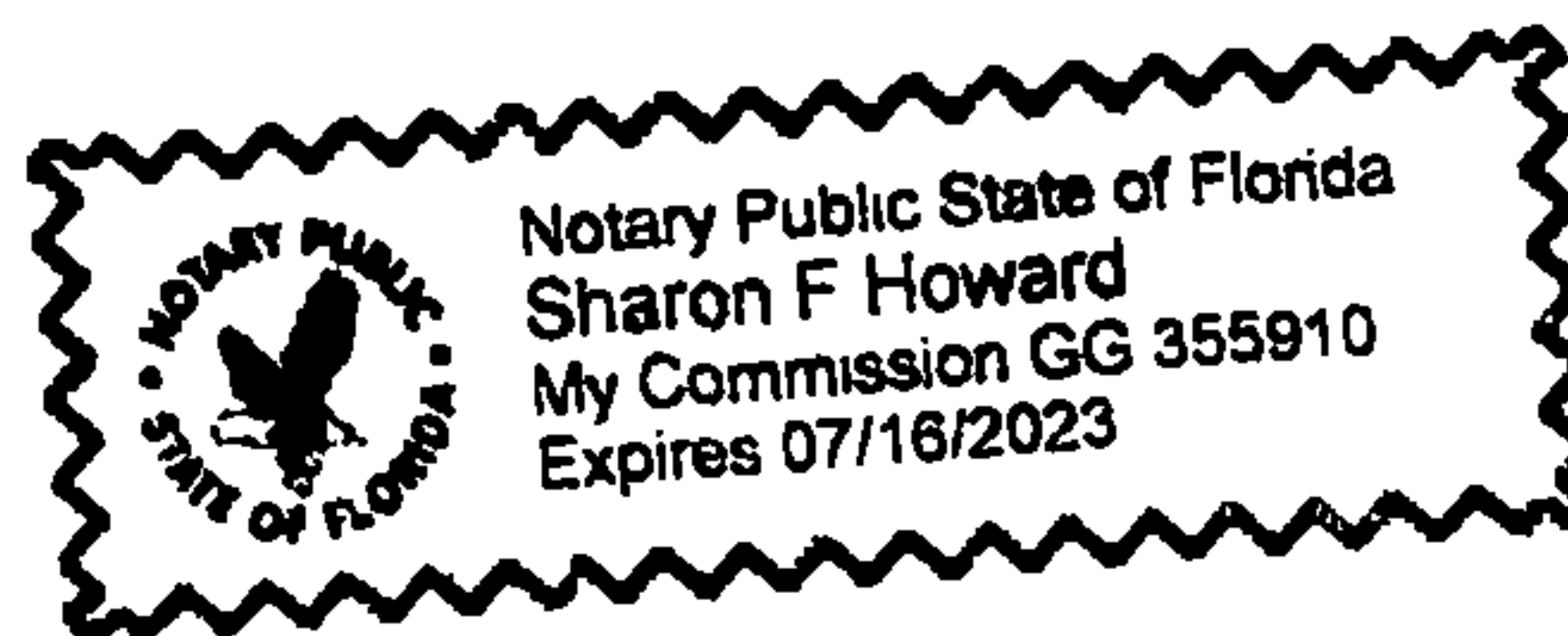


EXHIBIT A

BORROWER(S): JAMES NEWTON STUBBLEFIELD A MARRIED MAN

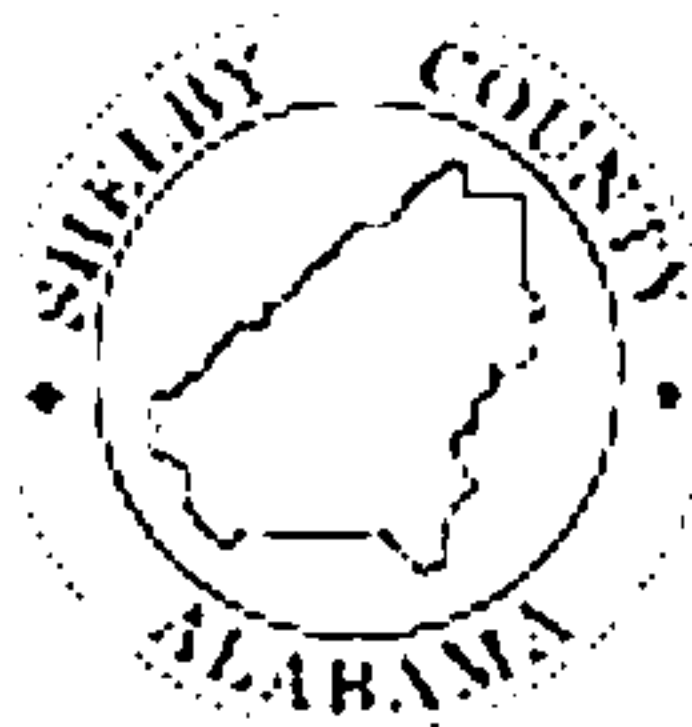
LOAN NUMBER: 0440166247

LEGAL DESCRIPTION:

The land referred to in this document is situated in the STATE OF ALABAMA, COUNTY OF SHELBY, CITY OF CALERA, and described as follows:

LOT 140, ACCORDING TO THE FINAL PLAT OF CAMDEN COVE WEST, SECTOR 3, PHASE 3, AS RECORDED IN MAP BOOK 39, PAGE 131, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

ALSO KNOWN AS: 236 ADDISON DRIVE, CALERA, ALABAMA 35040



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/30/2020 11:22:16 AM
\$287.80 CHERRY
20200130000039670

Allen S. Bayal