

20200413000142440
04/13/2020 10:36:46 AM
MORTAMEN 1/6

WHEN RECORDED RETURN TO
RICHMOND MONROE GROUP/BBLN MOD
82 JIM LINEGAR LN
BRANSON WEST, MO 65737
Ref#: 0005320000004040

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

[Space Above This Line For Recording Data]

Original Principal Amount \$255,000.00

Unpaid Principal Amount \$192,952.81

New Principal Amount \$197,144.97

Loan No: 0023805161

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 7th day of February, 2020, between **THOMAS B. TURNER** ("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 **May 12, 2006**, in the amount of **\$255,000.00** and recorded on **May 12, 2006** in Book, Volume, or Liber No. _____, at Page _____ (or as Instrument No. **20060512000226260**), 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
674 GRIFFIN RD, CHELSEA, AL 35043
(Property Address)

the real property described being set forth as follows:

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



PIN #: 14 6 23 0 000 004.002

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 **March 1, 2020**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$197,144.97**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 **6.500%**, from **February 1, 2020**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,154.20**, 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. The yearly rate of **6.500%** will remain in effect until principal and interest are paid in full. If on **February 1, 2060** (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 this 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 this 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.

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 ☐.



TAX CONSEQUENCES OF LOAN MODIFICATIONS. There may be income tax consequences related to this loan modification. Because you will be responsible for paying any income tax due as a result of this loan modification, you may wish to consult a tax advisor before accepting this loan modification.

Thomas B. Turner (Seal) _____ (Seal)
THOMAS B. TURNER -Borrower -Borrower

____ (Seal) _____ (Seal)
-Borrower -Borrower

ACKNOWLEDGMENT

State of Alabama §
County of Shelby §
§

I Ronnie B. Boatwright hereby certify that THOMAS B. TURNER 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 5 day of March, A. D. 2020.

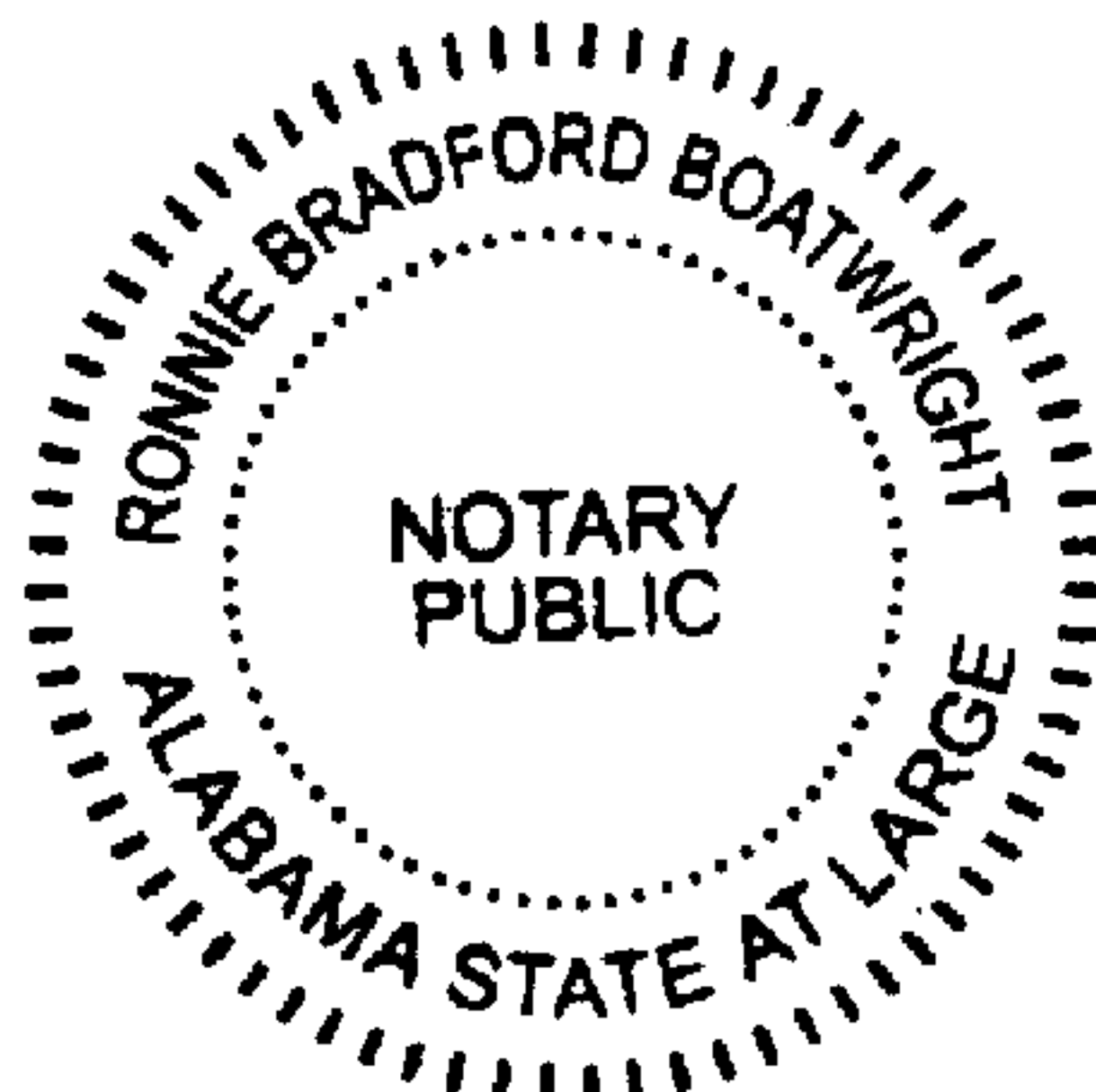
Ronnie B. Boatwright
Signature of Officer

Ronnie B. Boatwright
Printed Name

Notary Public
Title of Officer

My Commission Expires: 1-4-2024

(Seal)



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

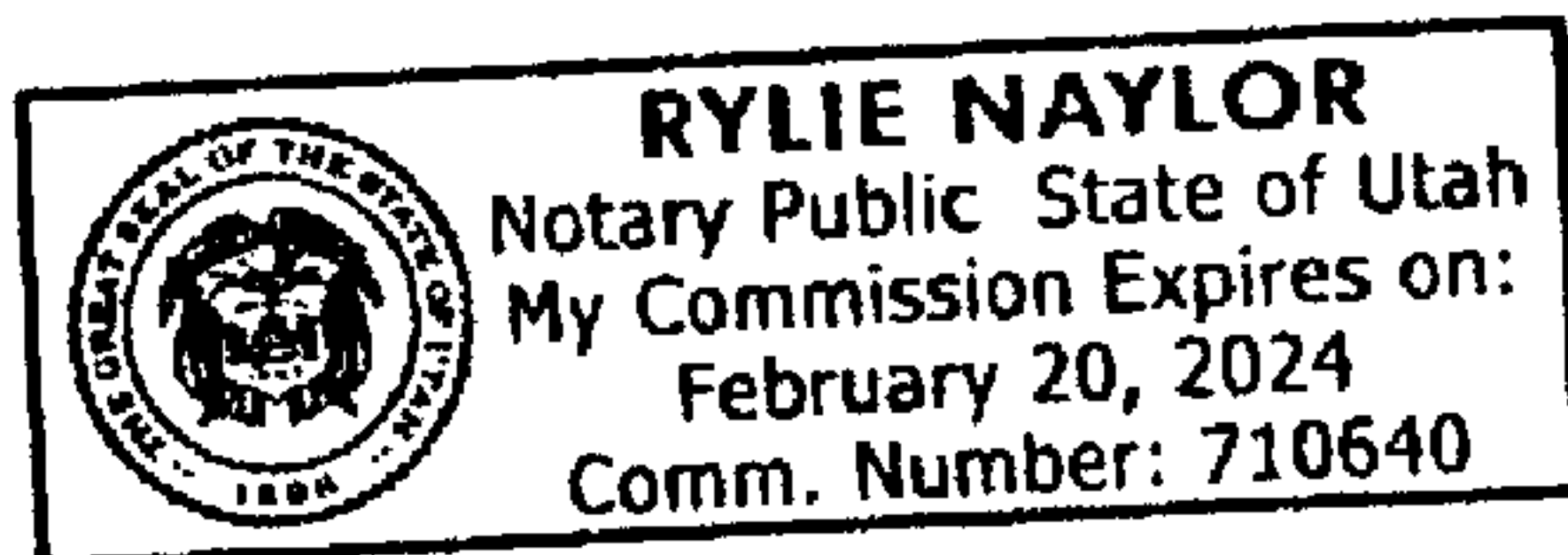
By: Monica Rodriguez MAR 24 2020
Document Control Officer Date of Lender's Signature
-Lender

ACKNOWLEDGMENT

State of Utah §
County of SALT LAKE §
§

On this 24 day of March 2020, personally appeared before me

Monica Rodriguez
whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is a Document Control Officer of "Select Portfolio Servicing, Inc" and that said document was signed by him/her on behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors,) and said Document Control Officer acknowledged to me that said Corporation executed the same.



Rylie Naylor
Signature of Notary Public
Rylie Naylor

Printed Name Utah

Residing at: SALT LAKE

(Seal)

My Commission Expires: FEB 20 2024



EXHIBIT A

BORROWER(S): THOMAS B. TURNER

LOAN NUMBER: 0023805161

LEGAL DESCRIPTION:

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

COMMENCE AT THE NW CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 2 WEST, THENCE SOUTH 89 DEG. 15 MIN. 17 SEC. EAST A DISTANCE OF 1039.70 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEG. 15 MIN. 17 SEC. EAST A DISTANCE OF 322.32 FEET; THENCE SOUTH 01 DEG. 14 MIN. 04 SEC. EAST A DISTANCE OF 405.72 FEET; THENCE NORTH 89 DEG. 14 MIN. 35 SEC. WEST A DISTANCE OF 322.32 FEET; THENCE NORTH 01 DEG. 14 MIN. 04 SEC. WEST A DISTANCE OF 405.65 FEET TO THE POINT OF BEGINNING. ALSO, A 24 FOOT WIDE EASEMENT LOCATED PARALLEL TO AND WEST OF THE EAST LINE OF THE NE 1/4 OF SE 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 2 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AND BEGIN AT THE SOUTHEAST CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN NORTHERLY ALONG THE EAST LINE OF SECTION 23, A DISTANCE OF 964.87 FEET; THENCE LEFT 88 DEGREES 01 MINUTES 40 SECONDS WESTERLY 24.01 FEET; THENCE LEFT 91 DEGREES 58 MINUTES 20 SECONDS SOUTHERLY 964.03 FEET TO THE SOUTH LINE OF THE NE 1/4 OF THE SE 1/4 OF SECTION 23; THENCE LEFT 85 DEGREES 59 MINUTES 47 SECONDS EASTERLY 24.06 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA. SUBJECT TO AN ACCESS EASEMENT DESCRIBED AS FOLLOWS: A 30 FOOT WIDE EASEMENT LOCATED PARALLEL TO AND NORTH OF THE SOUTH LINE OF THE ABOVE DESCRIBED PROPERTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NW CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 2 WEST; THENCE SOUTH 89 DEG. 15 MIN. 17 SEC. EAST A DISTANCE OF 1039.70 FEET; THENCE SOUTH 01 DEG. 14 MIN. 04 SEC. EAST A DISTANCE OF 375.64 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE SOUTH 89 DEG. 14 MIN. 35 SEC. EAST A DISTANCE OF 322.32 FEET; THENCE SOUTH 01 DEG. 14 MIN. 04 SEC. EAST A DISTANCE OF 30.02 FEET; THENCE NORTH 89 DEG. 14 MIN. 35 SEC. WEST A DISTANCE OF 322.32 FEET; THENCE NORTH 01 DEG. 14 MIN. 04 SEC. WEST A DISTANCE OF 30.02 FEET TO THE POINT OF BEGINNING.

PIN #: 14 6 23 0 000 004.002

ALSO KNOWN AS: 674 GRIFFIN RD, CHELSEA, AL 35043



Allen S. Byrd

