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05/06/2020 03:35:11 PM
MORTAMEN 1/7

This Document Prepared By:
DAVID O'BRIEN
QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC.
635 WOODWARD AVE
DETROIT, MI 48226
(888) 663-7374

When Recorded Mail To:
AMROCK
662 WOODWARD AVENUE
DETROIT, MI 48226

Source of Title:

Tax/Parcel #: 284200000050000

67039998-5674595 [Space Above This Line for Recording Data]

Original Principal Amount: \$125,681.00

FHA/VA Case No.: 011-884807 3 703

Unpaid Principal Amount: \$122,368.10

MERS Min: 100039033997251768

New Principal Amount: \$95,818.41

MERS Phone #: (888) 679-6377

Capitalization Amount: \$0.00

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 17TH day of APRIL, 2020, between **DARRICK MITCHELL AND MICKENZI MITCHELL, HUSBAND AND WIFE ("Borrower")**, whose address is **839 MERIWEATHER DR, CALERA, AL 35040** and **QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC. ("Lender")**, whose address is **635 WOODWARD AVE, DETROIT, MI 48226**, and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **MARCH 23, 2018** and recorded on **APRIL 5, 2018** in **INSTRUMENT NO. 20180405000114050**, 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

839 MERIWEATHER DR, CALERA, ALABAMA 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, **MAY 1, 2020** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$95,818.41**, 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. **\$0.00**.
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 **3.7500%**, from **MAY 1, 2020**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 443.75**, beginning on the **1ST** day of **JUNE, 2020**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.7500%** will remain in effect until principal and interest are paid in full. If on **MAY 1, 2050** (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, 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. **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.
8. **"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.**

In Witness Whereof, I have executed this Agreement.

Darrick Mitchell
Borrower: DARRICK MITCHELL

4/30/2020

Date

Mickenzi Mitchell
Borrower: MICKENZI MITCHELL

4/30/2020

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

The State of ALABAMA)
Shelby County)

I, a Notary Public, hereby certify that **DARRICK MITCHELL; MICKENZI MITCHELL** 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.

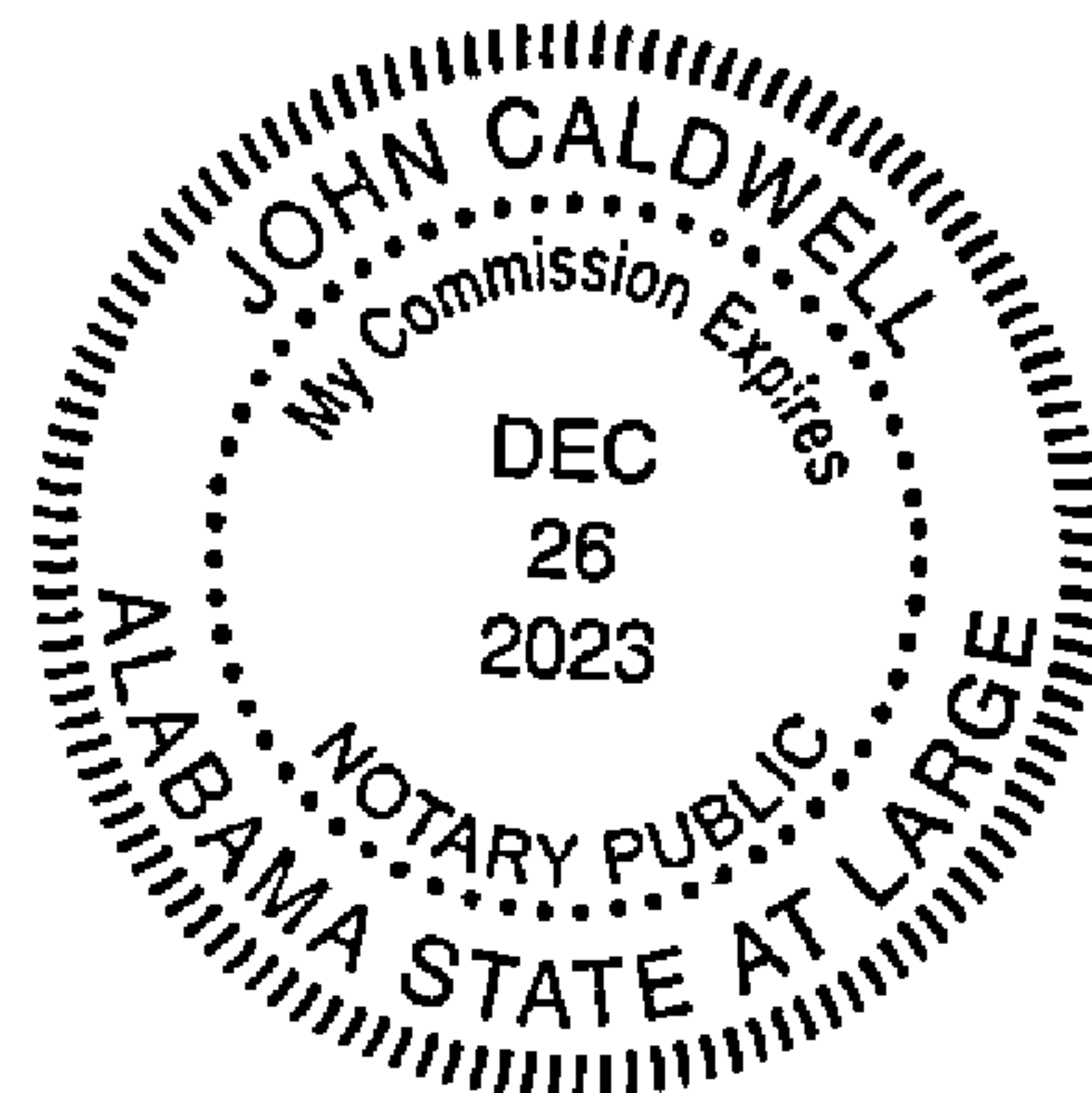
Given under my hand this 30 day of April, 2020

John Caldwell
Notary Public

Print Name John Caldwell

My commission expires: _____

John Caldwell
My Commission Expires
12/26/2023



Mortgage Electronic Registration Systems, Inc., ("MERS"), is a separate corporation that is acting solely as a nominee for lender and lender's successors and assigns

By [Signature]

Betsy Lanzotti

Assistant Secretary

Date

5-6-2020

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STATE OF MICHIGAN

COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 5-6-2020 by Betsy Lanzotti, the Assistant Secretary of Mortgage Electronic Registration Systems, Inc., a Delaware Corporation, on behalf of said entity.

Notary Public

Printed Name:

Brian Coffey Jr

My commission expires:

1/12/2025




Brian Coffey Jr
NOTARY PUBLIC - STATE OF MICHIGAN
County of Macomb
My Commission Expires 1/12/2025
Acting in the County of Wayne

Drafted By:

QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC.
635 WOODWARD AVE
DETROIT, MI 48226

In Witness Whereof, the Lender has executed this Agreement.

QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC.

By  Melanie Wimberly 5-6-2020
(print name) Date
(title)
Loss Mitigation Officer
[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF MICHIGAN

COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 5-6-2020
by Melanie Wimberly, the Loss Mitigation Officer of QUICKEN LOANS,
LLC F/K/A QUICKEN LOANS INC., a company, on behalf of said company.


Notary Public

Printed Name: Brian Coffey Jr
My commission expires: 1/12/2025



Brian Coffey Jr
NOTARY PUBLIC - STATE OF MICHIGAN
County of Macomb
My Commission Expires 1/12/2025
Acting in the County of Wayne

Drafted By:
QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC.
635 WOODWARD AVE
DETROIT, MI 48226

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 284200000050000

Land situated in the County of Shelby in the State of AL

LOT 38, ACCORDING TO THE FINAL PLAT OF MERIWEATHER, SECTOR 3, AS RECORDED IN MAP BOOK 26, PAGE 103, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: DEED INSTRUMENT NO. 20180405000114040

Commonly known as: 839 Meriweather Dr, Calera, AL 35040-6202

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES

Source of Title: Book , Page .



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/06/2020 03:35:11 PM
\$183.85 MIST
20200506000178400

Allen S. Beal