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05/13/2020 08:44:57 AM
MORTAMEN 1/7

This Document Prepared By:
LUANN GRIFFIN
PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE 303
MERIDEN, CT 06450
(885) 884-2250
NMLS# 17022

When Recorded Mail To:
PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE 303
MERIDEN, CT 06450

Source of Title: INSTRUMENT NO. 20180802000275100
Tax/Parcel #: 29 4 18 4 002 010.000

| | |
|---|---|
| [Space Above This Line for Recording Data] | |
| Original Principal Amount: \$279,303.00 | FHA/VA/RHS Case No.:011-8928346-703- |
| Unpaid Principal Amount: \$274,829.46 | 203B |
| New Principal Amount: \$286,160.11 | MERS Min: 1007894-0003755448-9 |
| Capitalization Amount: \$11,330.65 | MERS Phone #: (888) 679-6377 |

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **9TH** day of **APRIL, 2020**, between **MATTHEW SCOTT HONEYCUTT AND CARLA HONEYCUTT, HUSBAND AND WIFE** ("Borrower"), whose address is **1021 LONG BRANCH PARKWAY, CALERA, ALABAMA 35040** and **PLANET HOME LENDING, LLC** ("Lender"), whose address is **321 RESEARCH PARKWAY, SUITE 303, MERIDEN, CT 06450**, and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JULY 31, 2018** and recorded on **AUGUST 2, 2018** in **INSTRUMENT NO. 20180802000275110**, 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

1021 LONG BRANCH PARKWAY, 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, **MAY 1, 2020** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$286,160.11**, 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. **\$11,330.65**.
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 **3.8750%**, from **MAY 1, 2020**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,345.63**, 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. If on **MAY 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.
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.

Matthew Scott Honeycutt
Borrower: MATTHEW SCOTT HONEYCUTT

4-22-2020

Date

Carla Honeycutt
Borrower: CARLA HONEYCUTT

4/22/2020

Date

*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

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BORROWER ACKNOWLEDGMENT

The State of ALABAMA)
Jefferson County)

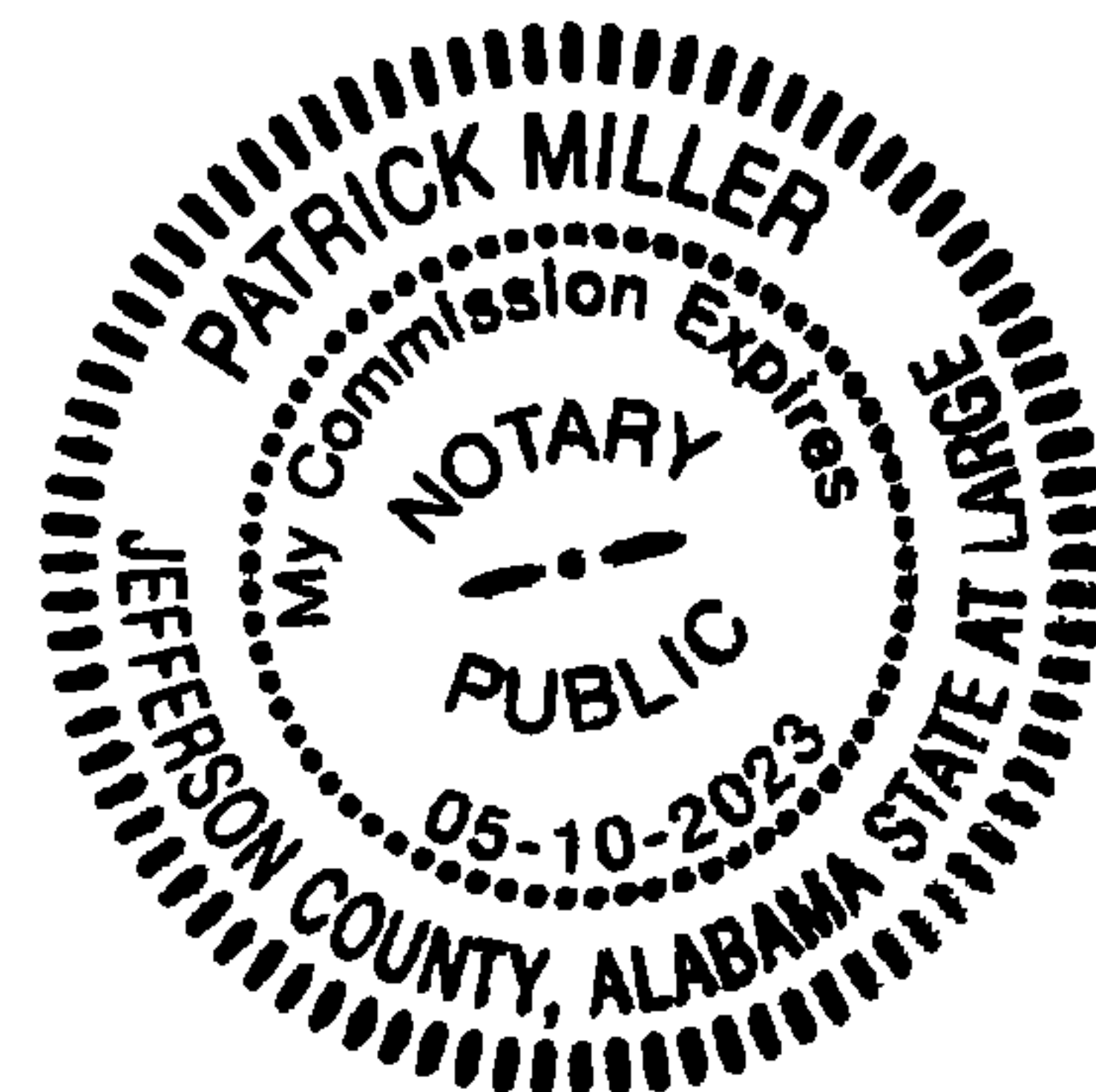
I, a Notary Public, hereby certify that MATTHEW SCOTT HONEYCUTT; CARLA HONEYCUTT whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily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

Given under my hand this 22nd day of April, 20 20.

Patrick Miller
Notary Public

Print Name Patrick Miller

My commission expires: 5/10/23



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 
Thomas M. O'Connell
Assistant Secretary

4/24/2020
Date

_____[Space Below This Line for Acknowledgments]_____

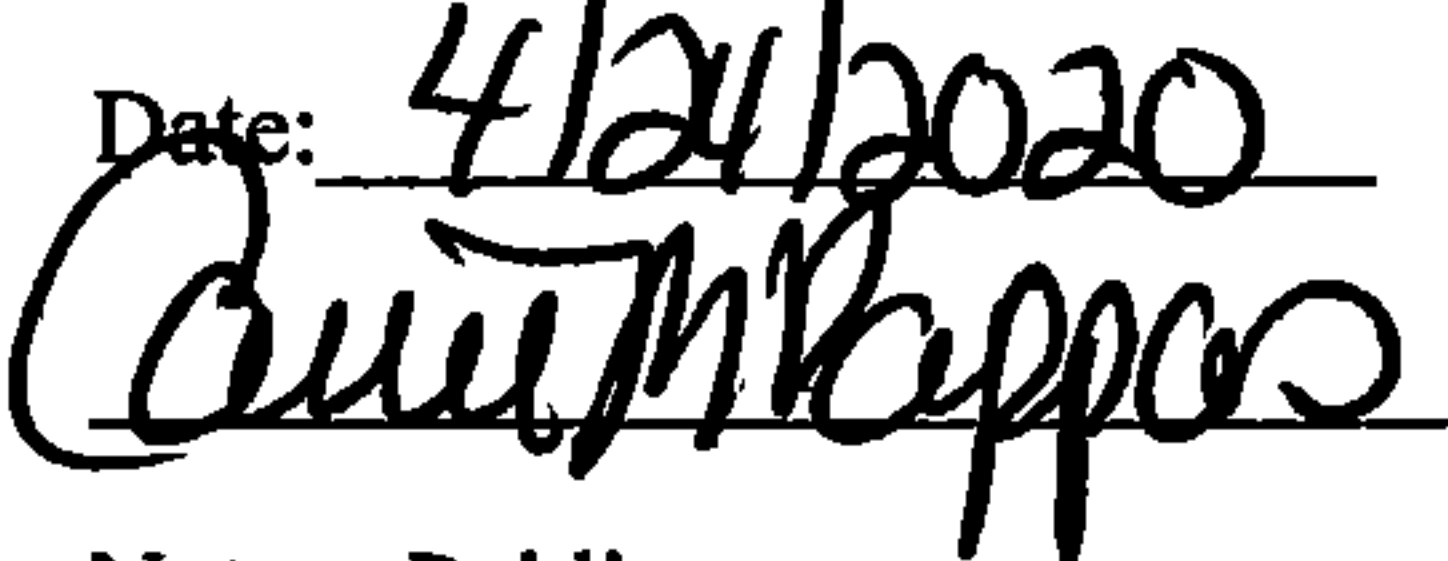
Acknowledgment for Corporation

State of CONNECTICUT

County of NEW HAVEN

On this the 24 day of April, 2020, before me, a Notary Public, personally appeared **Thomas M. O'Connell** (Name of Officer) who acknowledged himself/herself to be the **Assistant Secretary** (Title of Officer) of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, and that he/she, as such **Assistant Secretary** (Title of Officer), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as **Assistant Secretary** (Title of Officer).

In witness whereof I hereunto set my hand.

Date: 4/24/2020


Notary Public

CARRIE M. PAPPAS
NOTARY PUBLIC
State of Connecticut
My Commission Expires
January 31, 2023

Printed Name: _____

My Commission Expires:

In Witness Whereof, the Lender has executed this Agreement.

PLANET HOME LENDING, LLC

By Thomas M. O'Connell
Senior Vice President

(print name)
(title)

4/24/2020
Date

[Space Below This Line for Acknowledgments]

Acknowledgment for Corporation

State of CONNECTICUT

County of NEW HAVEN

On this the 24th day of April, 2020, before me, a Notary Public, personally appeared **THOMAS M. O'CONNELL** (Name of Officer) who acknowledged himself/herself to be the **SENIOR VICE PRESIDENT** (Title of Officer) of **PLANET HOME LENDING, LLC** (Name of Corporation), a corporation, and that he/she, as such **SENIOR VICE PRESIDENT** (Title of Officer), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as **SENIOR VICE PRESIDENT** (Title of Officer).

In witness whereof I hereunto set my hand.

Date: 4/24/2020
Carrie M. Pappas
Notary Public

CARRIE M. PAPPAS
NOTARY PUBLIC
State of Connecticut
My Commission Expires
January 31, 2023

Printed Name: _____

My Commission Expires:

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7/7

EXHIBIT A

BORROWER(S): MATTHEW SCOTT HONEYCUTT AND CARLA HONEYCUTT, HUSBAND AND WIFE

LOAN NUMBER: 9102033928

LEGAL DESCRIPTION:

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

LOT 110, ACCORDING TO THE FINAL PLAT OF LONG BRANCH ESTATES, PHASE 1, AS RECORDED IN MAP BOOK 34, PAGE 66 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

LOT 111, ACCORDING TO THE FINAL PLAT OF LONG BRANCH ESTATES, PHASE 1, AS RECORDED IN MAP BOOK 34, PAGE 66 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

ALSO KNOWN AS: 1021 LONG BRANCH PARKWAY, CALERA, ALABAMA 35040

HUD Modification Agreement 10232019_45

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 9102033928



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/13/2020 08:44:57 AM
\$469.30 CHERRY
20200513000188150

Allen S. Bayl