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MORTAMEN 1/7

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

When recorded mail to: 12389414
FAMS-DTO Rec 
3 First American Way
Santa Ana, CA 92707
Flagsta | 37270.2 | PR DOCS
R3.AL BOSTON JR | E-Record

Source of Title: INSTRUMENT NO. 20170605000197100
Tax/Parcel #: 23 2 10 3 002 049.000

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Original Principal Amount: \$192,449.00 FHA/VA/RHS Case No.:703 011-8653383
Unpaid Principal Amount: \$183,664.84 Loan No: 0440503302
New Principal Amount: \$188,624.48
New Money (Cap): \$4,959.64

LOAN MODIFICATION AGREEMENT (MORTGAGE)

****Married to each other**

This Loan Modification Agreement ("Agreement"), made this 17TH day of APRIL, 2020, between **WALTER L. BOSTON JR. AND TILEARA P. BOSTON** AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP ("Borrower"), whose address is 131 KENTWOOD LN, ALABASTER, ALABAMA 35007 and **ARC HOME LLC (F/K/A WEI MORTGAGE 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 JUNE 2, 2017 and recorded on JUNE 5, 2017 in INSTRUMENT NO. 20170605000197110, 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

131 KENTWOOD LN, ALABASTER, ALABAMA 35007
(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. **\$188,624.48**, 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. **\$4,959.64**.
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 **4.0000%**, from **MAY 1, 2020**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$900.52**, 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.

In Witness Whereof, I have executed this Agreement.

Walter L. Boston Jr.
Borrower: WALTER L. BOSTON JR

7/14/2020

Date

Tileara P. Boston
Borrower: TILEARA P. BOSTON

7/14/2020

Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

The State of ALABAMA)
Shelby County)

I, a Notary Public, hereby certify that **WALTER L. BOSTON JR; TILEARA P. BOSTON** 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 14th day of July, 2020.

Catherine A. Lovoy
Notary Public

Print Name Catherine A. Lovoy

My commission expires: Sept 21, 2022



In Witness Whereof, the Lender has executed this Agreement.

ARC HOME LLC (F/K/A WEI MORTGAGE LLC) BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA

By *Eleanor Gaslione* (print name) 7/16/2020 Date
Bank Officer (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 16 day of JULY, 2020 (year), by ELEANOR GASLIONE (name of person) as Bank Officer (type of authority,...e.g. officer, trustee, attorney in fact) for **ARC HOME LLC (F/K/A WEI MORTGAGE LLC) BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA** (name of party on behalf of whom instrument was executed).

Candice Chever
(Signature of Notary Public - State of Florida)

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

Personally Known OR Produced Identification
Type of Identification Produced _____

 Candice Chever
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG092736
Expires 4/10/2021



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EXHIBIT A

**BORROWER(S): WALTER L. BOSTON JR. AND TILEARA P. BOSTON AS JOINT TENANTS
WITH RIGHT OF SURVIVORSHIP**

LOAN NUMBER: 0440503302

LEGAL DESCRIPTION:

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

**LOT 49, ACCORDING TO THE SURVEY OF KENTWOOD, FIRST ADDITION, AS RECORDED IN
MAP BOOK 19, PAGE 75, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

ALSO KNOWN AS: 131 KENTWOOD LN, ALABASTER, ALABAMA 35007

Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between ARC HOME LLC (F/K/A WEI MORTGAGE LLC) BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA (the "Lender") and WALTER L. BOSTON JR. AND TILEARA P. BOSTON AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP (the "Borrower") dated APRIL 17, 2020 (the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. If the Borrower was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents, based on this representation, Lender agrees that Borrower will not have personal liability on the debt pursuant to this Agreement. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.

Eleanor Baglione
Lender Signature
By: ELEANOR BAGLIONE
Title: Bank Officer

7/16/2020
Date

Walter L. Boston Jr.
Borrower: WALTER L. BOSTON JR
Tileara P. Boston
Borrower: TILEARA P. BOSTON

7/14/2020
Date
7/14/2020
Date



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allen S. Bayl