This Document Prepared By:
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CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
ANAHEIM, CA 92806
1-866-874-5860

When Recorded Mail To:
CARRINGTON MORTGAGE SERVICES, LLC
C/O LOSS MITIGATION POST CLOSING DEPARTMENT
1600 SOUTH DOUGLASS ROAD, SUITE 200A
ANAHEIM, CA 92806

Source of Title: INSTRUMENT NO. 20120820000309030

Tax/Parcel #: 35 1 02 2 002 037.000

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Original Principal Amount: \$113,163.00 Unpaid Principal Amount: \$93,583.23

New Principal Amount: \$96,465.25 New Money (Cap): \$2,882.02 FHA/VA/RHS Case No: 001117423358472 Loan No: 7000263718

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 8TH day of NOVEMBER, 2020, between CHASLYN B. MOSS ("Borrower"), whose address is 431 ENCLAVE DRIVE, CALERA, ALABAMA 35040 and WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST F, BY CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND ATTORNEY IN FACT ("Lender"), whose address is 1600 SOUTH DOUGLASS ROAD, SUITE 200A, ANAHEIM, CA 92806 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated AUGUST 15, 2012 and recorded on AUGUST 20, 2012 in INSTRUMENT NO. 20120820000309040, SHELBY COUNTY, ALABAMA, and (2) the Note, in the original principal amount of U.S. \$113,163.00, bearing the same date as, and secured by, the Security

20201208000560290 12/08/2020 09:39:11 AM MORTAMEN 2/7

Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at

431 ENCLAVE DRIVE, CALERA, ALABAMA 35040

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, **DECEMBER 1, 2020** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$96,465.25, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$2,882.02 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.
- 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 3.3750%, from DECEMBER 1, 2020. The yearly rate of 3.3750% will remain in effect until principal and interest are paid in full.
 - Borrower promises to make the total modified monthly mortgage payment of U.S. \$669.78, beginning on the 1ST day of JANUARY, 2021, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Borrower's payment consists of payments for principal and interest of U.S. \$499.44, plus payments for property taxes, hazard insurance, and any other permissible escrow items of US \$170.34. Borrower understands that the modified monthly mortgage payment is subject to change if there is an increase or decrease in property taxes, insurance, or any other permissible escrow items. The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly. If on MARCH 1, 2044 (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 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



20201208000560290 12/08/2020 09:39:11 AM MORTAMEN 3/7

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 is currently subject to the protections of any automatic stay in bankruptcy, or have obtained a discharge in bankruptcy proceeding without reaffirming the mortgage loan debt, nothing in this Agreement or any other document executed in connection with this Agreement shall be construed as an attempt by Lender to impose personal liability under the Note and Deed of Trust/Mortgage. In such case, this Agreement is entered into in the ordinary course of business between the Lender and the Borrower in lieu of pursuit of in rem relief to enforce the lien. This Agreement does not revive the Borrower's personal liability under the Note and Deed of Trust/Mortgage, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Note and Deed of Trust/Mortgage.
- 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. Borrower agrees that any costs, fees and/or expenses incurred in connection with servicing the loan that may be legally charged to the account, but have not been charged to the account as of the Modification Effective Date, may be charged to the account at a later date and shall be the Borrower's responsibility to pay in full. For example, if the loan is in foreclosure there may be foreclosure fees and costs that have been incurred but not yet assessed to the account as of the date the Modification Effective Date; Borrower will remain liable for any such costs, fees and/or expenses.



20201208000560290 12/08/2020 09:39:11 AM MORTAMEN 4/7

In Witness Whereof, I have executed this Agreement.	11.30.20
Borrower: CHASLYN B MOSS	Date
[Space Below This Line for Acknowledgments]	
BORROWER ACKNOWLEDGMENT	
The State of ALABAMA) Shelby County)	
I, a Notary Public, hereby certify that CHASLYN B MOSS whose name is signed or conveyance, and who is known to me, acknowledged before me on this day that contents of the conveyance, he/she/they executed the same voluntarily on the day to	t, being informed of the
Given under my hand this 30 day of $N0V$, 2020 .	
Manda	
Notary Public Print Name	
My commission expires: 10 13 2021	
AND ATE AT LA	Religion

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In Witness Whereof, the Lender has executed this Agree	ement.
WILMINGTON SAVINGS FUND SOCIETY, FSB, LOAN TRUST F, BY CARRINGTON MORTGAGE ATTORNEY IN FACT	E SERVICES, LLC AS SERVICER AND
Byserrence Morley, Director, Loss Mitigation (print name Carringto:, Mortgage Services, LLC, Attorney in Fact (title)	——————————————————————————————————————
[Space Below This Line	for Acknowledgments]
LENDER ACKNOWLEDGMENT	
A notary public or other officer completing this certificate signed the document to which this certificate is attached document.	ate verifies only the identity of the individual who did not the truthfulness, accuracy, or validity of that
State of) County of)	
that he/she/they executed the same in his/her/their authorized signature(s) on the instrument the person(s), or the entity the instrument.	Notary Public, who proved to me on the basis of satisfactory eribed to the within instrument and acknowledged to me orized capacity(ies), and that by his/her/their upon behalf of which the person(s) acted, executed so of the State of California that the foregoing paragraph
Signature	(Seal)
Signature of Notary Public	

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State ofCA	<u> </u>		
County of O	range }		N T - 4 TD1- 12 -
On 12/04/20	before me,	ALEX J. SANTA MARIA	Notary Public
		(Here insert name and title of the office Terrence Morley	er)
personally appeared	······································	·	
within instrument a	on the basis of satisfactory evidence and acknowledged to me that he/she/their signature(s) on the instrument instrument.	they executed the same in his/h	er/their authorized capacity(ies),
I certify under PEN and correct.	IALTY OF PERJURY under the law		
WITNESS my hand	d and official seal.	ALEX J SAN Notary Public Orange C Commission a My Comm Expire	- California County * 2161623
Notary Public Signature	e ALEX J. SANTA MARIA	(Notary Public Seal)	The notary commission extended pursuant to Executive Order N-63-20.
ADDITIONA	L OPTIONAL INFORMATION		COMPLETING THIS FORM
DESCRIPTION O	F THE ATTACHED DOCUMENT	wording and, if needed, should a document. Acknowledgments from	t California statutes regarding notary be completed and attached to the om other states may be completed for attention to long as the wording does not violate California notary law.
(Title or description of	f attached document)	State and County information the document signer(s) personal acknowledgment. Date of notarization must be the	must be the State and County where lly appeared before the notary public for e date that the signer(s) personally appeared the the acknowledgment is completed.
(Title or description of	f attached document continued)	The notary public must print his commission followed by a com-	s or her name as it appears within his or her ma and then your title (notary public). signer(s) who personally appear at the time
Number of Pages	Document Date	of notarization.	plural forms by crossing off incorrect forms
	DATED DV THE SIGNED	(i.e. he/shc/they, is/are) or circli	ing the correct forms. Failure to correctly ead to rejection of document recording.
	IMED BY THE SIGNER	The notary seal impression mus	st be clear and photographically not cover text or lines. If seal impression
☐ Individual(s☐ Corporate C		smudges, re-seal if a sufficient a	area permits, otherwise complete a different
— Corporate C	MITCH		must match the signature on file with the
<u> </u>	itle)	acknowledgment is not mis	not required but could help to ensure this sused or attached to a different document.
□ Partner(s) □ Attorney-in	_Fact	♣ Indicate the capacity claim	ched document, number of pages and date. ed by the signer. If the claimed capacity
☐ Trustee(s)	-1 avi	is a corporate officer, indicated	ate the title (i.e. CEO, CFO, Secretary). to the signed document with a staple.
☐ Other			
			OrderID-45417

20201208000560290 12/08/2020 09:39:11 AM MORTAMEN 7/7

EXHIBIT A

BORROWER(S): CHASLYN B. MOSS

LOAN NUMBER: 7000263718

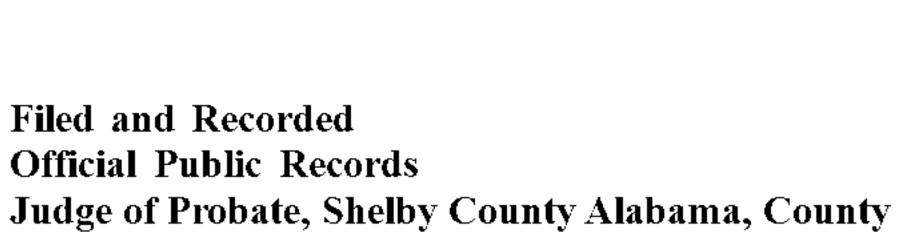
LEGAL DESCRIPTION:

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

LOT 37, ACCORDING TO THE SURVEY OF THE ENCLAVE, PHASE 1, AS RECORDED IN MAP BOOK 38, PAGE 1, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

ALSO KNOWN AS: 431 ENCLAVE DRIVE, CALERA, ALABAMA 35040

Carrington Custom Loan Modification Agreement 10222019_307



Page 6

Clerk
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