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04/13/2021 03:43:18 PM
MORTAMEN 1/8

After Recording Return To:
CoreLogic SolEx
1625 NW 136th Avenue Suite E-100
Sunrise, FL 33323

This Document Prepared By:
Michelle Saenz
Nationstar Mortgage LLC d/b/a Mr. Cooper
8950 Cypress Waters Blvd.
Dallas, TX 75019

_____[Space Above This Line For Recording Data]_____
Original Recording Date: **October 26, 2009** Loan No: **626138093**
Original Loan Amount: **\$62,755.00** Investor Loan No: **204390827**
New Money: **\$1,404.39** MIN Number: **100266702061447817**

LOAN MODIFICATION AGREEMENT (Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1st day of March, 2021, between **STACY Y. COOK, AN UNMARRIED WOMAN** ("Borrower") and **Nationstar Mortgage LLC d/b/a Mr. Cooper, whose address is 8950 Cypress Waters Blvd., Dallas, TX 75019** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **September 29, 2009** and recorded in Mortgage Book **N/A**, Page **N/A**, Instrument No: **20091026000401980** and recorded on **October 26, 2009**, of the Official Records of **SHELBY County, AL** 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
100 COUNTY ROAD 205, MONTEVALLO, AL 35115,
(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 **March 1, 2021**, the amount payable under the Note and the Security Instrument (the



LOAN MODIFICATION AGREEMENT - Disaster
8300a 08/14

NS Custom Modification
(page 1 of 7)

"Unpaid Principal Balance") is U.S. **\$39,949.68**, 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 **3.250%**, from **March 1, 2021**. Borrower promises to make monthly payments of principal and interest of U.S. **\$238.89**, beginning on the **1st** day of **April, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.250%** will remain in effect until principal and interest are paid in full. If on **October 1, 2039** (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; 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. 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) If permitted by applicable law, all costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees if applicable, 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 [].

- (g) "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.
- (h) In the event of any action(s) arising out of or relating to this Agreement or in connection with any foreclosure action(s) dismissed as a result of entering into this Agreement, if permitted by applicable law, borrower will remain liable for and bear their own attorney fees and costs incurred in connection with any such action(s).



- (i) Borrower understands that the mortgage insurance premiums on the Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which the borrower may request cancellation of mortgage insurance may change as a result of the New Principal Balance
6. In the event that I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents and did not reaffirm the mortgage debt under applicable law, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.
- (a) If Borrower is a Debtor in an active bankruptcy proceeding, Court and/or Bankruptcy Trustee approval of this loan modification agreement may be required depending upon jurisdictional requirements. If approval of the loan modification is required, Lender will not honor the loan modification agreement until evidence of the required approval is provided.
7. This Agreement modifies an obligation secured by an existing security instrument recorded in SHELBY County, AL, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$38,545.29. The principal balance secured by the existing security instrument as a result of this Agreement is \$39,949.68, which amount represents the excess of the unpaid principal balance of this original obligation.



In Witness Whereof, the Lender and I have executed this Agreement.

Stacy Y. Cook
STACY Y. COOK - Borrower

Date: 3/12/2021

_____ [Space Below This Line For Acknowledgments] _____

State of Alabama

County of Shelby

Santrice Yevone Johnson Notary Public, hereby certify that
(please print name)

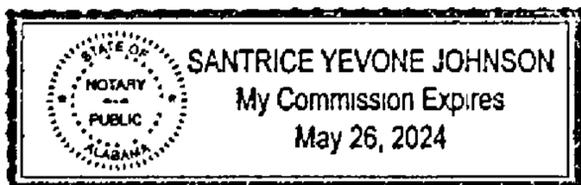
STACY Y. COOK, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same

bears Date Given under my hand this 16th day of March, A. D. 2021.

Santrice Yevone Johnson
(signature of officer)

Santrice Yevone Johnson
(printed name of officer)

My commission expires: May 26, 2024



Nationstar Mortgage LLC d/b/a Mr. Cooper

By: Michelle Saenz (Seal) - Lender

Name: Michelle Saenz

Title: **Assistant Secretary**

3/23/2021
Date of Lender's Signature

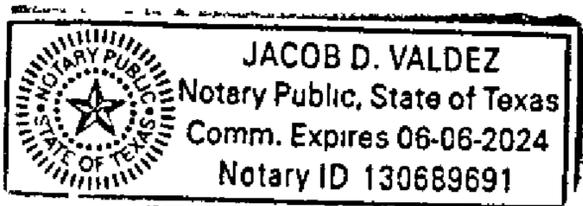
[Space Below This Line For Acknowledgments]

The State of TX
County of Dallas

Before me Jacob D. Valdez /Notary Public (name/title of officer) on this day
(Please Print Name)

personally appeared Michelle Saenz, the Assistant Secretary of Nationstar Mortgage LLC d/b/a Mr. Cooper, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23 day of March, A.D. 2021.



Jacob D. Valdez
Signature of Officer

Jacob D. Valdez
(Printed Name of Officer)

Notary Public
Title of Officer

My Commission expires : 06/06/2024



Michelle Saenz

Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Michelle Saenz

(Print Name)

Name: Michelle Saenz

Title: **Assistant Secretary**

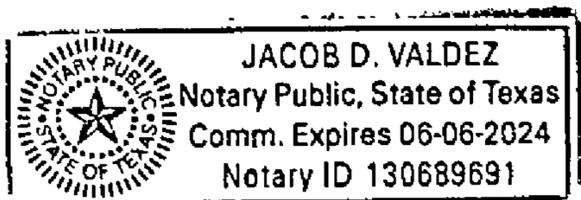
[Space Below This Line For Acknowledgments]

The State of TX
County of Dallas

Before me Jacob D. Valdez /Notary Public (name/title of officer) on this day
(Please Print Name)

personally appeared Michelle Saenz, the Assistant Secretary of Mortgage Electronic Registration Systems, Inc., known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23 day of March, A.D., 2021.



Jacob D. Valdez
Signature of Officer

Jacob D. Valdez
Printed Name of Officer

Notary Public
Title of Officer

My Commission expires : 06/06/2024



Exhibit "A"

Loan Number: **626138093**

Property Address: **100 COUNTY ROAD 205, MONTEVALLO, AL 35115**

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA: A LOT SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 3 WEST DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 19, TOWNSHIP 22 SOUTH, RANGE 3 WEST; THENCE RUN NORTH 2 DEGREES 45 MINUTES WEST ALONG THE EAST BOUNDARY LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 453.0 FEET; THENCE RUN SOUTH 87 DEGREES 25 MINUTES WEST A DISTANCE OF 389.0 FEET TO THE POINT OF BEGINNING OF THE LOT DESCRIBED HEREIN, THENCE CONTINUE SOUTH 87 DEGREES 25 MINUTES WEST AND RUN 317.0 FEET TO AN IRON PIN; THENCE RUN NORTH 37 DEGREES 53 MINUTES EAST A DISTANCE OF 361.0 FEET TO AN IRON PIN; THENCE RUN SOUTH 19 DEGREES 15 MINUTES AND 30 SECONDS EAST A DISTANCE OF 286.4 FEET TO AN IRON PIN AND THE POINT OF BEGINNING.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/13/2021 03:43:18 PM
\$44.00 JOANN
20210413000184880

Allie S. Boyd



* 6 2 6 1 3 8 0 9 3 Y G N M A *
12338 06/18 Exhibit A Legal Description Attachment



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Page 1 of 1