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This Document Prepared By:
NICHOLE PHILLIPS
PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE 303
MERIDEN, CT 06450
(855) 884-2250

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

Source of Title: **INSTRUMENT NO. 20070723000341890**
Tax/Parcel #: **03 8 27 0 010 008.000**

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Original Principal Amount: \$480,000.00	Investor Loan No.: 2000010500
Unpaid Principal Amount: \$349,852.11	Loan No: 2000010500
New Principal Amount: \$484,529.53	
Capitalization Amount: \$134,677.42	

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **18TH** day of **FEBRUARY, 2021**, between **NIDAL YOUSIF A MARRIED MAN** ("Borrower") whose address is **536 N LAKE COVE, BIRMINGHAM, ALABAMA 35242** and **PLANET HOME LENDING, LLC AS SERVICER FOR WILMINGTON SAVINGS FUND SOCIETY, FSB D/B/A CHRISTIANA TRUST NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR SC PARK LANE II TRUST 2019-1** ("Lender"), whose address is **120 ERIE CANAL DRIVE SUITE 240, ROCHESTER, NY 14626**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **MAY 3, 2005** and recorded on **MAY 13, 2005** in **INSTRUMENT NO. 20050513000231520**, 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

20210608000278540 06/08/2021 08:34:27 AM MORTAMEN
2/7

536 N LAKE COVE, BIRMINGHAM, ALABAMA 35242
(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, **FEBRUARY 1, 2021**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$484,529.53**, 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 **3.8750%** from **FEBRUARY 1, 2021**, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. **\$2,278.44** beginning on the 1ST day of **MARCH, 2021**. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. If 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. The new Maturity Date will be **FEBRUARY 1, 2051**.

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest	Monthly* Escrow Payment	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-360	3.8750%	02/01/2021	\$2,278.44	\$649.64 May adjust periodically	\$2,928.08 May adjust periodically	03/01/2021	360

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. 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) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, 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.
6. By this paragraph, **Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items. .**
7. **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**
8. Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.

In Witness Whereof, I have executed this Agreement.

Borrower NIDAL YOUSIF

5/29/21
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

The State of ALABAMA)
Shufly County)

I, a Notary Public, hereby certify that **NIDAL YOUSIF** 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 29th day of April, 2021.

JCB
Notary Public


Print Name Joshua Bennett

My commission expires: _____

JOSHUA C BENNETT
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM EXP 03-18-2025

In Witness Whereof, the Lender has executed this Agreement.

**PLANET HOME LENDING, LLC AS SERVICER FOR WILMINGTON SAVINGS FUND SOCIETY,
FSB D/B/A CHRISTIANA TRUST NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS
TRUSTEE FOR SC PARK LANE II TRUST 2019-1**


By **JANINA WOODS** (print name)
Senior Vice President (title)

5/4/21 Date

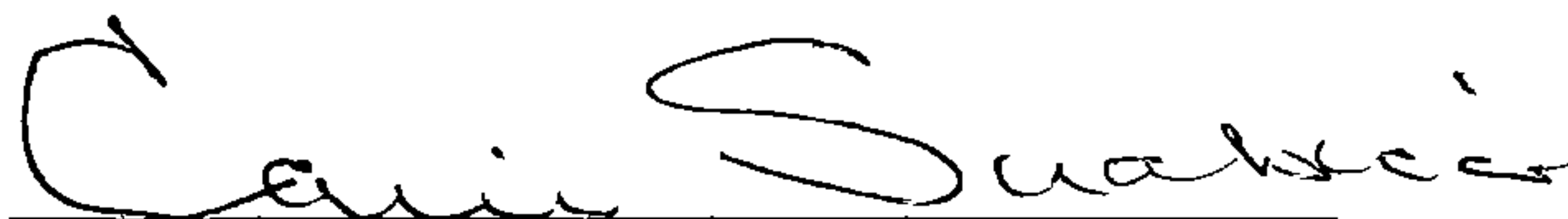
_____[Space Below This Line for Acknowledgments]_____

State of NEW YORK

SS:

County of MONROE

On the 4 day of MAY in the year 2021 before me, the undersigned, personally appeared **JANINA WOODS**, the **SENIOR VICE PRESIDENT**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



CARIE SCIABICA, Notary Public

My commission expires: _____

CARIE SCIABICA
Notary Public - State of New York
No. 01SC4970224
Qualified in Monroe County
Commission Expires 8/6/22

20210608000278540 06/08/2021 08:34:27 AM MORTAMEN
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EXHIBIT A

BORROWER(S): NIDAL YOUSIF A MARRIED MAN

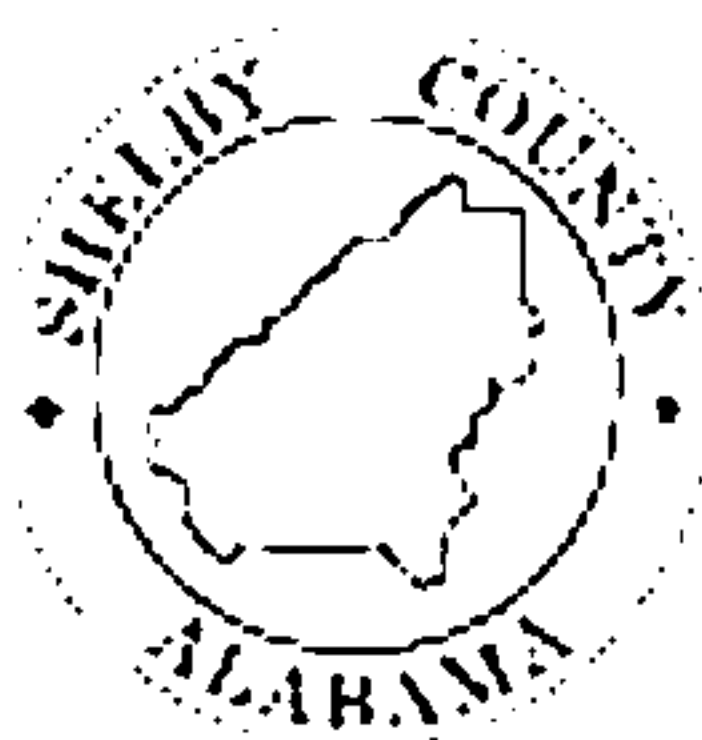
LOAN NUMBER: 2000010500

LEGAL DESCRIPTION:

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

LOT 8, ACCORDING TO THE SURVEY OF FIRST AMENDED PLAT OF FINAL SUBDIVISION PLAT, NORTH LAKE, AT GREYSTONE, PHASE 2, AS RECORDED IN MAP BOOK 23, PAGE 58, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

ALSO KNOWN AS: 536 N LAKE COVE, BIRMINGHAM, ALABAMA 35242



Allen S. Bayal