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MORTAMEN 1/8

This Document Prepared By:  
**KARAN SHAH**  
**PLANET HOME LENDING, LLC**  
**321 RESEARCH PARKWAY, SUITE 303**  
**MERIDEN, CT 06450**  
**(855) 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. 20131127000464310**  
**Tax/Parcel #: 23 2 03 4 001 046.095**

\_\_\_\_\_ [Space Above This Line for Recording Data] \_\_\_\_\_

<b>Original Principal Amount: \$115,995.00</b>	<b>FHA Case No.:011-7810196</b>
<b>Unpaid Principal Amount: \$74,003.59</b>	<b>MERS Min: 1002611 0200027049 2</b>
<b>New Principal Amount: \$81,005.15</b>	<b>MERS Phone #: (888) 679-6377</b>
<b>Capitalization Amount: \$7,001.56</b>	

## **LOAN MODIFICATION AGREEMENT (MORTGAGE)**

This Loan Modification Agreement (“Agreement”), made this **16TH** day of **SEPTEMBER, 2021**, between **ERIC E. JONES, UNMARRIED MAN** (“Borrower”), whose address is **108 PALM DR, ALABASTER, ALABAMA 35007** 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 **NOVEMBER 21, 2013** and recorded on **NOVEMBER 27, 2013** in **INSTRUMENT NO. 20131127000464320**, 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

**108 PALM DR, 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, **OCTOBER 1, 2021** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$81,005.15**, 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. **\$7,001.56**.
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 **2.8750%**, from **OCTOBER 1, 2021**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$336.08**, beginning on the **1ST** day of **NOVEMBER, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **OCTOBER 1, 2051** (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.

[Signature]  
Borrower: **ERIC E JONES**

9/29/21  
Date

\_\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

**BORROWER ACKNOWLEDGMENT**

The State of **ALABAMA** )  
Shelby County )

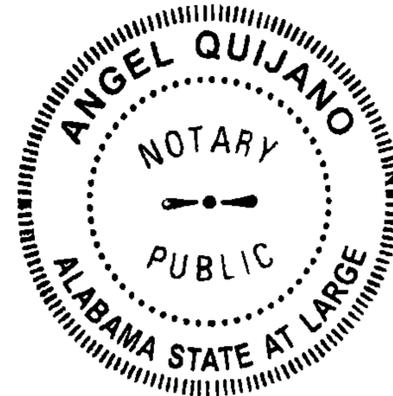
I, a Notary Public, hereby certify that **ERIC E JONES** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears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

Given under my hand this 29<sup>th</sup> day of September, 2021.

[Signature]  
Notary Public

Print Name Angel Quijano

My commission expires: \_\_\_\_\_



MY COMMISSION EXPIRES JUNE 2, 2024

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*  
**THOMAS M. O'CONNELL**  
**Assistant Secretary**

Date 9/30/21

\_\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

Acknowledgment for Corporation

State of CONNECTICUT

County of NEW HAVEN

On this the 30<sup>th</sup> day of September 2021, 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: 9/30/21  
*Sabrina Zerio*  
Notary Public



Printed Name: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

In Witness Whereof, the Lender has executed this Agreement.

**PLANET HOME LENDING, LLC**

*S. Joseph Arriaga*

*9-30-2021*

By **S. JOSEPH ARRIAGA** (print name)

Date

**NMLS#1628071**

**Assistant Secretary** (title)

\_\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

Acknowledgment for Corporation

State of CONNECTICUT

County of NEW HAVEN

On this the 30<sup>th</sup> day of September, 2021, before me, a Notary Public, personally appeared **S. JOSEPH ARRIAGA NMLS#1628071** (Name of Officer) who acknowledged himself/herself to be the **ASSISTANT SECRETARY** (Title of Officer) of **PLANET HOME LENDING, LLC** (Name of Corporation), a 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: 9/30/21  
*S. Zerio*

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

**BORROWER(S): ERIC E. JONES, UNMARRIED MAN**

**LOAN NUMBER: 0504029324**

**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 3, BLOCK 8, ACCORDING TO THE SURVEY OF BERMUDA LAKE ESTATES, FIRST SECTOR, AS RECORDED IN MAP BOOK 9, PAGE 98, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**ALSO KNOWN AS: 108 PALM DR, ALABASTER, ALABAMA 35007**

HUD Modification Agreement 04182021\_45

 0504029324



Filed and Recorded Page 8  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
10/22/2021 08:20:13 AM  
\$164.65 BRITTANI  
20211022000513780

*Alli S. Beyl*