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02/28/2022 04:25:54 PM
MORTAMEN 1/8

Prepared by: Regina M. Uhl
AsurityDocs
717 N. Harwood, Suite 1600
Dallas, TX 75201

Recording Requested By and Return To:
SERVISOLUTIONS ATTN: LOSS MITIGATION
7460 HALCYON PT DR STE 200
MONTGOMERY, AL 36117

(Space Above This Line For Recording Data) _____
Loan No. 0000011806 Data ID: 456
Borrower: KEMBERLI L MARKS
Original Recorded Date: July 6, 2006 Original Principal Amount: \$175,138.00
FHA CASE NO.: 011-5540951 703 Modified Principal Amount: \$136,391.90
Modified Interest Bearing Amount: \$161,233.36

FHA COVID-19 ADVANCE LOAN MODIFICATION AGREEMENT

MERS Phone: 1-888-679-MERS (6377) MIN: 1002596-0000450442-2

Borrower ("I")¹: KEMBERLI L MARKS, A SINGLE PERSON, whose address is 3528 SHANDWICK PLACE, BIRMINGHAM, AL 35242

Lender ("Lender"): SERVISOLUTIONS A DIVISION OF ALABAMA HOUSING FINANCE AUTHORITY, 7460 HALCYON PT DR STE 200, MONTGOMERY, AL 36117

Date of First Lien Security Instrument ("Mortgage") and Note ("Note"): June 30, 2006

Loan Number: 0000011806

Property Address: 1581 BENT RIVER CIR, BIRMINGHAM, AL 35216 ("Property")

"MERS" is Mortgage Electronic Registration Systems, Inc. ("Mortgagee"). MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. 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, (888) 679-MERS.

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

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Data ID: 456

Recorded in INST # 20060706000323130 of the Official Records of the County Recorder's or Clerk's Office of SHELBY COUNTY, ALABAMA.

If my representations in Section 1 continue to be true in all material respects, then this FHA COVID-19 Advance Loan Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the First Lien Mortgage on the Property, and (2) the Note secured by the First Lien Mortgage. The First Lien Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations.** I certify, represent to Lender and agree:
 - A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
 - B. The Property has not been condemned; and
 - C. There has been no change in the ownership of the Property since I signed the Loan Documents.
2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:
 - A. TIME IS OF THE ESSENCE under this Agreement;
 - B. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
 - C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

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3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on December 1, 2021 (the "Modification Effective Date") and all unpaid late charges that remain unpaid are waived. The Loan Documents will be modified and the first modified payment will be due on January 1, 2022.
- A. The new Maturity Date will be: December 1, 2051.
 - B. The modified Principal balance of my Loan will include all amounts and arrearages that will be past due (excluding unpaid late charges) less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my Loan will be \$161,233.36 (the "New Principal Balance").
 - C. Interest at the rate of 3.125% will begin to accrue on the New Principal Balance as of December 1, 2021 and the first new monthly payment on the New Principal Balance will be due on January 1, 2022. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1-30	3.125	12/01/21	\$690.68	\$315.27, may adjust periodically	\$1005.95, may adjust periodically	01/01/22	360

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

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4. Additional Agreements. I agree to the following:

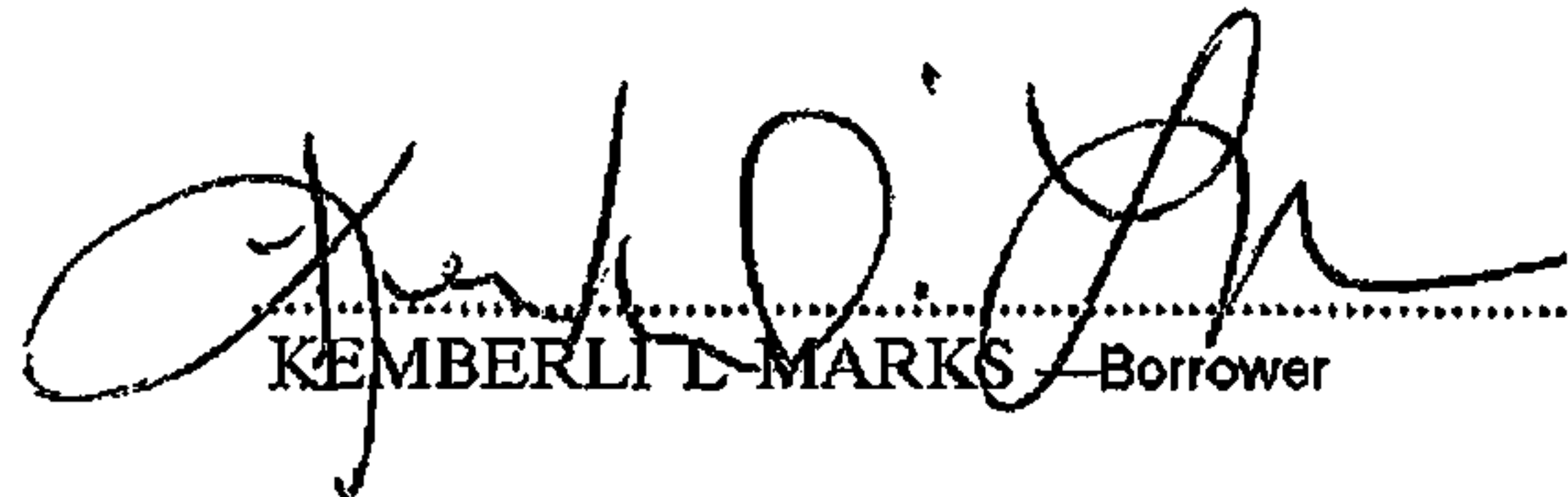
- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That I have been advised of the amount needed to fully fund my Escrow Account.
- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed. The Loan Documents constitute a first lien on the Property and are in no way prejudiced by this Agreement.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. This Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer of the Property.
- H. That MERS holds only legal title to the interests granted by the Borrower in the mortgage, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage Loan.

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

Date: 12-02-2021


KEMBERLI L MARKS - Borrower (Seal)

- Individual Acknowledgment -

STATE OF ALABAMA
COUNTY OF SHELBY

§
§

I, ALEXANDER MARKS, a Notary Public, hereby certify that
KEMBERLI L MARKS

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, it executed the same voluntarily on
the day the same bears date.

Given under my hand this 2nd day of December, A.D. 2021

[Seal]


Notary Public

My commission expires: 10-03-2023

Loan No: 0000011806

Data ID: 456

Date: 2/4/2022

Lender: SERVISOLUTIONS A DIVISION OF ALABAMA HOUSING FINANCE AUTHORITY

By: [Signature]
ANTHONY BOX, SERVICING ADMINISTRATOR

STATE OF Alabama
COUNTY OF Montgomery
I, Angie Sexton

- Lender Acknowledgment -

§
§

, a Notary Public in and for said County in said State, hereby certify that ANTHONY BOX whose name as SERVICING ADMINISTRATOR of SERVISOLUTIONS A DIVISION OF ALABAMA HOUSING FINANCE AUTHORITY, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this 4 day of Feb, 2022.

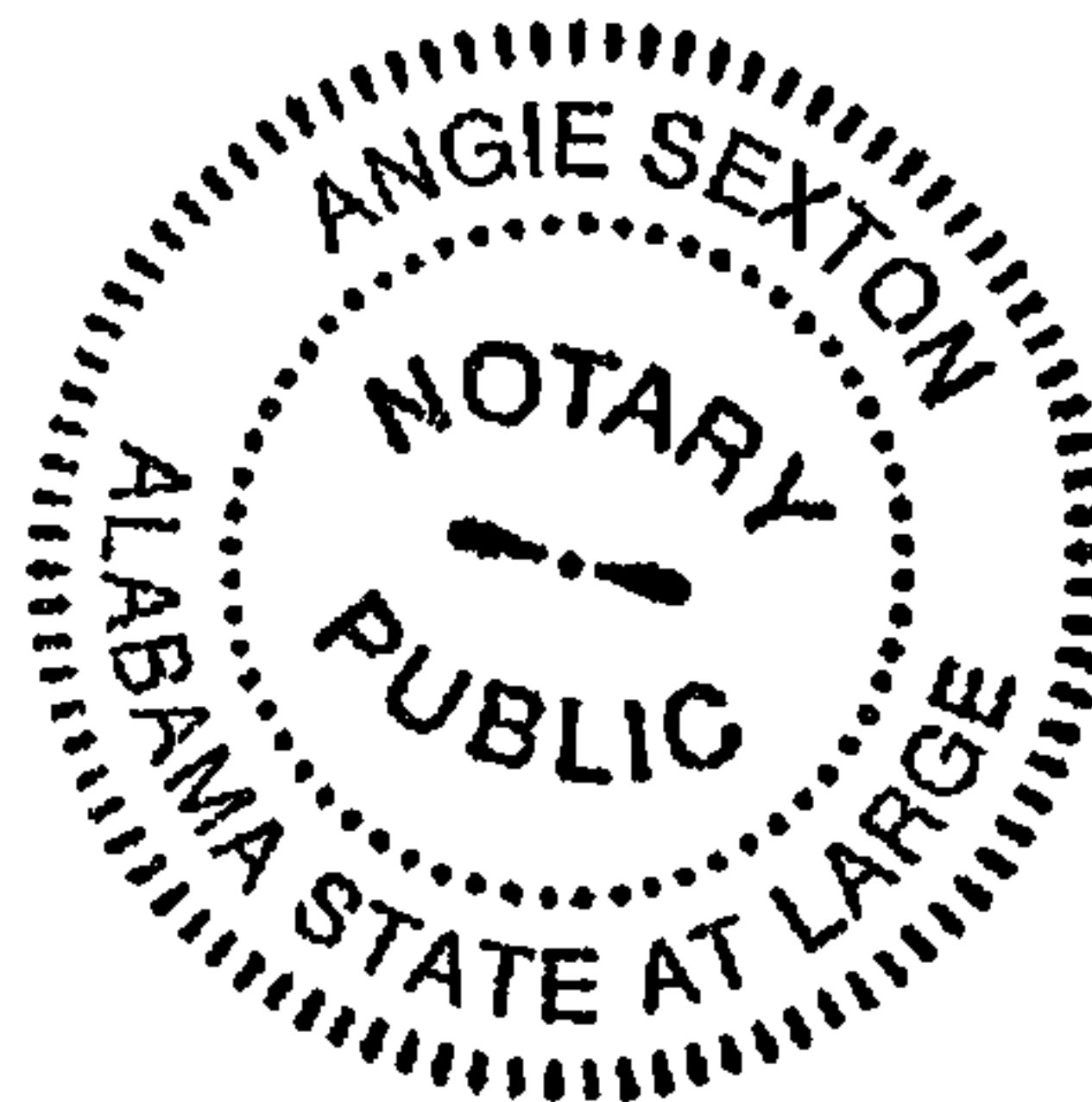
[Signature]

Notary Public

Angie Sexton

(Printed Name)

My commission expires: 9-28-25



Loan No: 0000011806

Data ID: 456

Date: February 4, 2022

Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Mortgagee, as nominee for SERVOLUTIONS A DIVISION OF ALABAMA HOUSING FINANCE AUTHORITY, its successors and assigns

By: [Signature]
ANTHONY BOX

Its: SERVICING ADMINISTRATOR

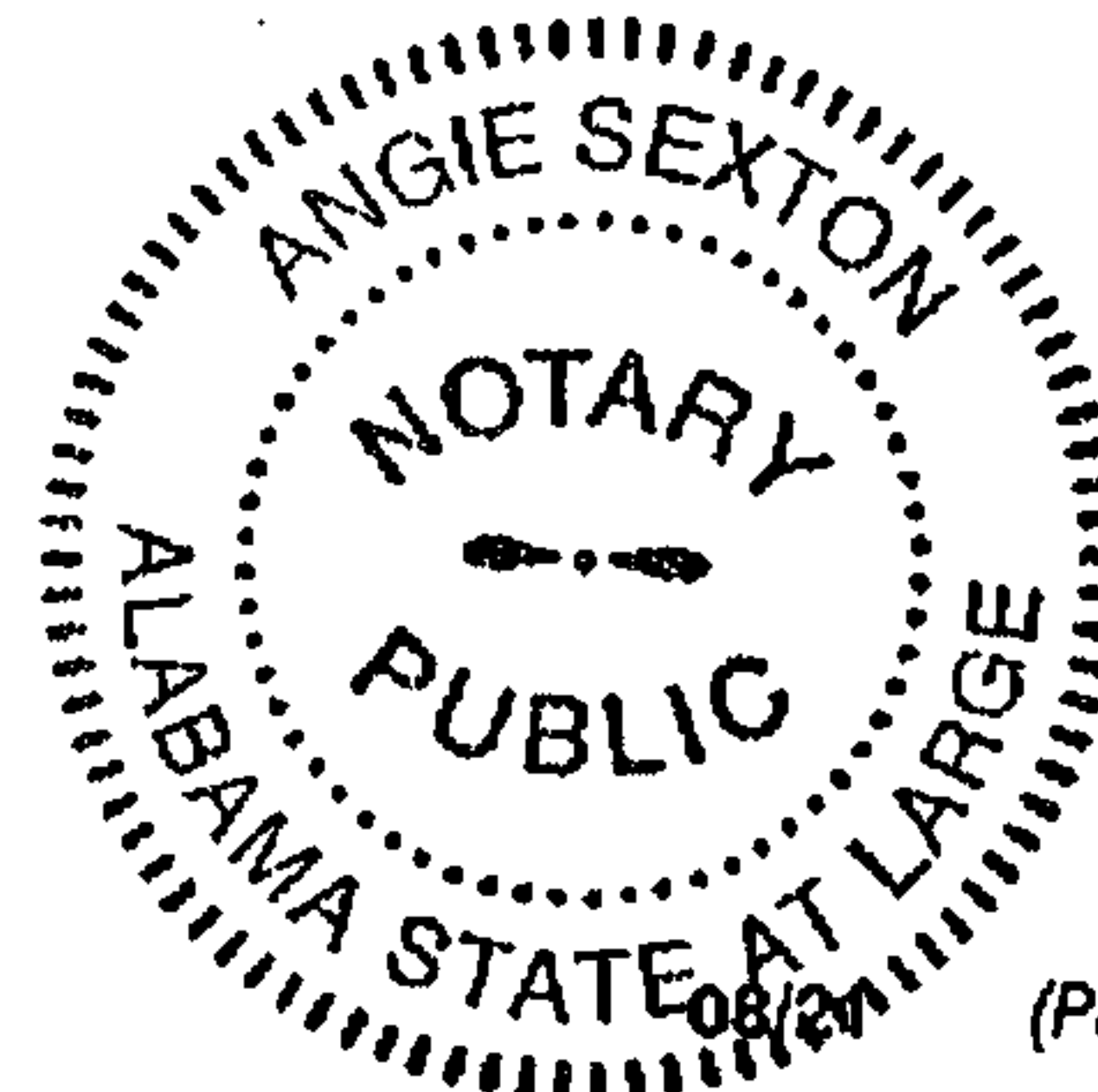
STATE OF Alabama - Mortgage Acknowledgment -
COUNTY OF Montgomery §
§

I, Angie Sexton, a Notary Public in and for said County in said State, hereby certify that ANTHONY BOX whose name as SERVICING ADMINISTRATOR of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this 4 day of February, 2022.
[Signature]
Notary Public

Angie Sexton
(Printed Name)

My commission expires: 9-28-25



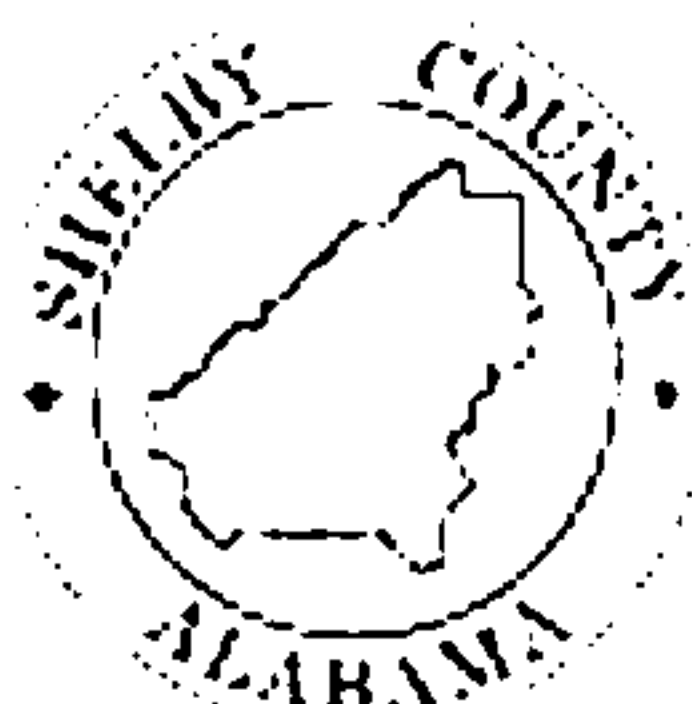
Loan No: 0000011806
Borrower: KEMBERLI L MARKS
Property Address: 1581 BENT RIVER CIR, BIRMINGHAM, AL 35216

Data ID: 456

LEGAL DESCRIPTION

Paste final legal description here then photocopy.

LOT 18, ACCORDING TO THE SURVEY OF BENT RIVER ESTATES, PHASE I, AS RECORDED IN
MAP BOOK 17, PAGE 135, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/28/2022 04:25:54 PM
\$285.95 BRITTANI
20220228000085670

Allie S. Beal