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04/27/2022 03:17:43 PM
MORTAMEN 1/6

After recording please return to:
ServiceLink
Attn: Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602

This instrument was prepared by:
Fay Servicing, LLC
Modification Processing Department
440 S. LaSalle St., Ste. 2000
Chicago, IL 60605

[Space Above This Line For Recording Data]

Original Principal Amount \$76,695.03
Unpaid Principal Amount \$88,747.95
New Principal Amount \$92,797.10

Investor Loan No: 1811101227
Loan No: 219083

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 23rd day of February, 2021, between MICHELLE B POSEY AND RICHARD M POSEY ("Borrower") and Fay Servicing LLC as Attorney in Fact for Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as trustee for BCAT 2020-3TT ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated March 26, 2008, in the amount of \$76,695.03 and recorded on March 28, 2008 in Book, Volume, or Liber No. , at Page (or as Instrument No. 20080328000126320) , of the Official (Name of Records) Records of Shelby, ALABAMA (County and State, or other jurisdiction) 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

8815 HWY 22, MONTEVALLO, AL 35115
(Property Address)



the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

PIN #: 28 3 06 0 001 003.013

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 **April 1, 2021**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$92,797.10**, 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 **6.000%**, from **March 1, 2021**. Borrower promises to make monthly payments of principal and interest of U.S. **\$611.60**, 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 **6.000%** will remain in effect until principal and interest are paid in full. If on **December 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 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 this 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 this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this 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.
- 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 ☐.



Michelle B Posey
Borrower - MICHELLE B POSEY

Date: 3 APR

Richard M Posey
Borrower - RICHARD M POSEY

Date: 03/09/2021

ACKNOWLEDGMENT

State of Alabama

County of Sherby

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I Kayla Rogers hereby certify that MICHELLE B POSEY AND RICHARD M POSEY 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 9th day of March, A. D. 2021.

Kayla R

Signature of Officer

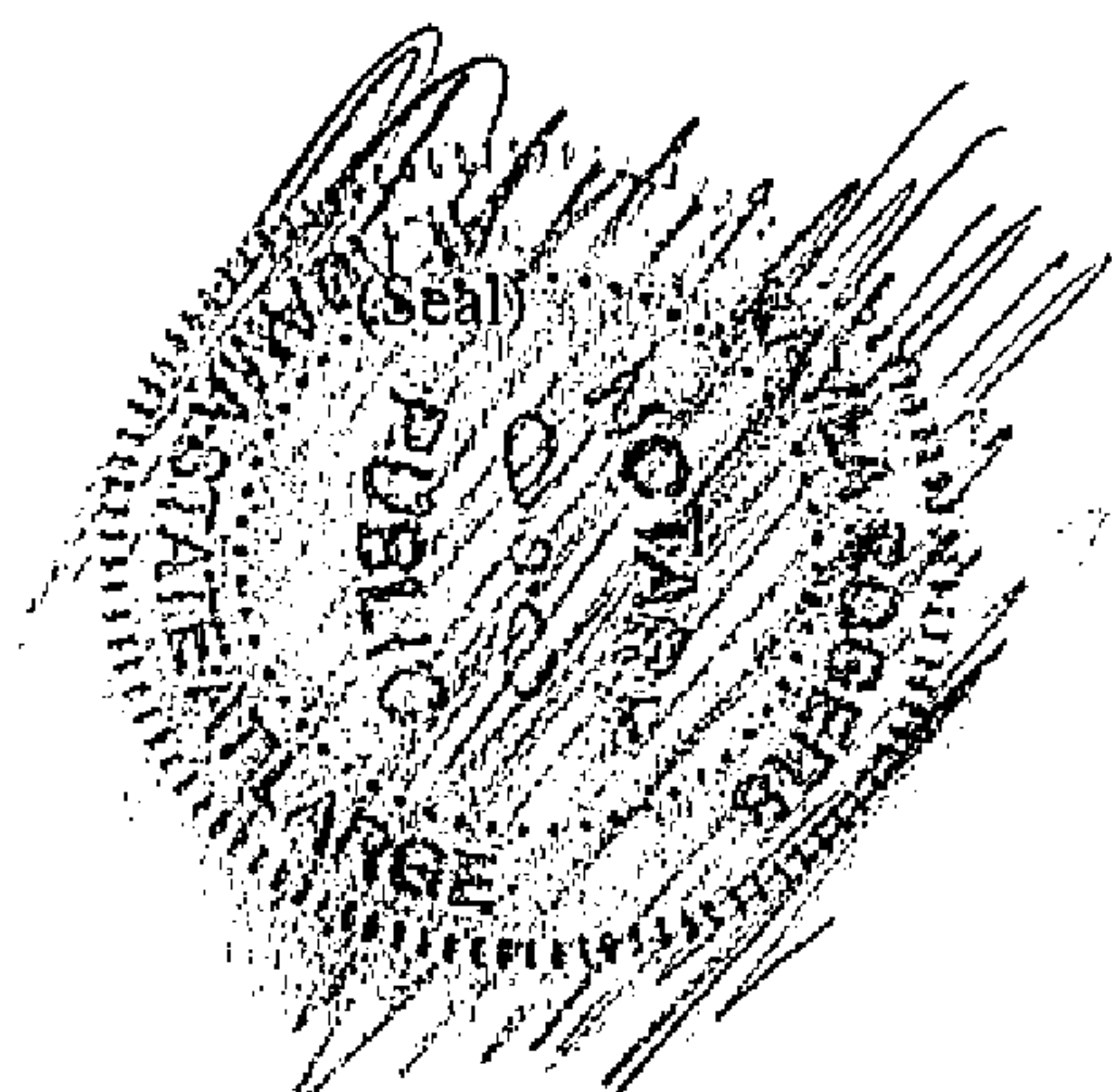
Kayla Rogers

Printed Name

Notary

Title of Officer

MY COMMISSION EXPIRES FEBRUARY 3, 2024



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
Fay Servicing LLC as Attorney in Fact for Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as trustee for BCAT 2020-3TT

By: Casey L. Zachary 7/8/2021
Casey L. Zachary -Lender Date of Lender's Signature

ACKNOWLEDGMENT

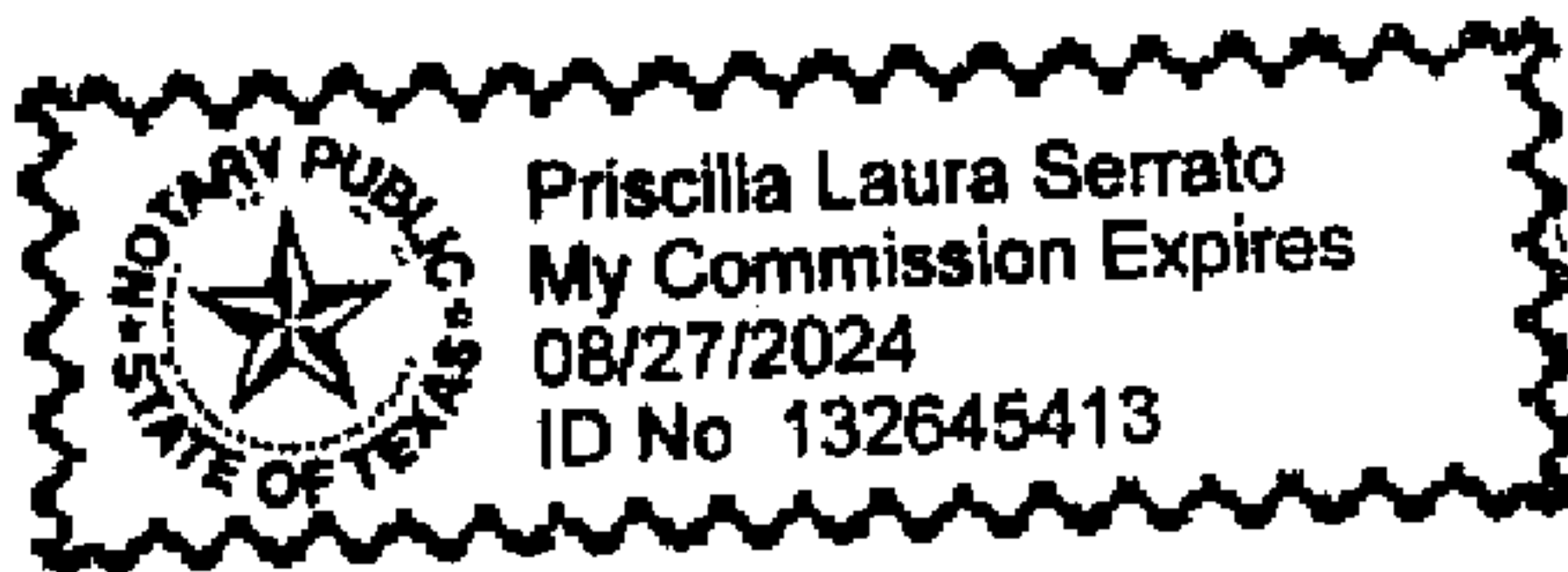
State of Texas

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County of Dallas

This instrument was acknowledged before me on 7/8/2021 by
Casey L. Zachary as SVP of Fay
Servicing LLC as Attorney in Fact for Wilmington Savings Fund Society, FSB, not in its individual capacity
but solely as trustee for BCAT 2020-3TT.

Priscilla Laura Serrato
Signature of Notary Public



Priscilla Laura Serrato
Printed Name

Texas Notary
Title or Rank

(Seal)

Serial Number, if any: —



EXHIBIT A

BORROWER(S): MICHELLE B POSEY AND RICHARD M POSEY

LOAN NUMBER: 219083

LEGAL DESCRIPTION:

STATE OF ALABAMA, COUNTY OF SHELBY, CITY, AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 2 WEST, THENCE RUN NORTHWARDLY ALONG THE EAST LINE OF SAID QUARTER QUARTER FOR A DISTANCE OF 211.40 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SHELBY COUNTY HWY. #22; THENCE TURN AN ANGLE TO THE LEFT OF 125 DEGREES 23 MINUTES 03 SECONDS FOR A DISTANCE OF 90.45 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES FOR A DISTANCE OF 332.88 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES FOR A DISTANCE OF 116.57 FEET FOR THE POINT OF BEGINNING THENCE CONTINUE ALONG LAST DESCRIBED COURSE FOR A DISTANCE OF 203.99 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 92 DEGREES 18 MINUTES 42 SECONDS FOR A DISTANCE OF 164.20 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 92 DEGREES 13 MINUTES FOR A DISTANCE OF 208.98 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 89 DEGREES 52 MINUTES 30 SECONDS FOR A DISTANCE OF 147.98 FEET TO THE POINT OF BEGINNING. CONTAINING .71 ACRE MORE OR LESS. SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHTS, EASEMENTS, RIGHTS -OF -WAY, PROVISIONS, COVENANTS, TERMS, CONDITIONS AND BUILDING SET BACK LINES OF RECORD. ADDRESS: 8815 HWY 22; MONTEVALLO, AL 35115 TAX MAP OR PARCEL ID NO.: 28-3-06-0-001-003.013 SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY

PIN #: 28 3 06 0 001 003.013

ALSO KNOWN AS: 8815 Hwy 22, Montevallo, AL 35115



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/27/2022 03:17:43 PM
\$176.20 JOANN
20220427000173380

Allen S. Bayl

