

20220601000220170
06/01/2022 01:07:56 PM
MORTAMEN 1/8

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

Recording Requested By and Return To:
DMI MORTGAGE SERVICING
717 N HARWOOD ST STE 1600
DALLAS, TX 75201-6526

(Space Above This Line For Recording Data)

Loan No. 1444639114

Data ID: 194

Borrower: WENDIE E SMILEY

Original Recorded Date: August 9, 2017

FHA CASE NO.: 011-8709345 703

Original Principal Amount: \$127,546.00

Modified Principal Amount: \$122,486.06

Modified Interest Bearing Amount: \$114,358.33

FHA COVID-19 RECOVERY LOAN MODIFICATION AGREEMENT

MERS Phone: 1-888-679-MERS (6377) MIN: 100113800003200982

Borrower ("I")¹: WENDIE E. SMILEY, A SINGLE WOMAN whose address is 127 CANYON PL,
PELHAM, AL 35124

Lender ("Lender"): LAND HOME FINANCIAL SERVICES INC, 1 CORPORATE DRIVE STE 360,
LAKE ZURICH, IL 60047

Date of First Lien Security Instrument ("Mortgage") and Note ("Note"): August 7, 2017

Loan Number: 1444639114

Property Address: 127 CANYON PL, PELHAM, AL 35124 ("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.

Loan No: 1444639114

Data ID: 194

Recorded in INSTRUMENT NO. 20170809000287890 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 Recovery 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.

Loan No: 1444639114

Data ID: 194

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 **April 1, 2022** (the "Modification Effective Date") and all unpaid late charges that accumulated on or after March 1, 2020 and remain unpaid are waived. The Loan Documents will be modified and the first modified payment will be due on **May 1, 2022**.
- A. The new Maturity Date will be: **April 1, 2052**.
- B. The modified Principal balance of my Loan will include all amounts and arrearages that will be past due (excluding unpaid late charges that accumulated on or after March 1, 2020) less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my Loan will be **\$114,358.33** (the "New Principal Balance").
- C. Interest at the rate of **3.500%** will begin to accrue on the New Principal Balance as of **April 1, 2022** and the first new monthly payment on the New Principal Balance will be due on **May 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	3.500	04/01/22	\$513.52	\$255.19, may adjust periodically	\$768.71, may adjust periodically	05/01/22	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.

Loan No: 1444639114

Data ID: 194

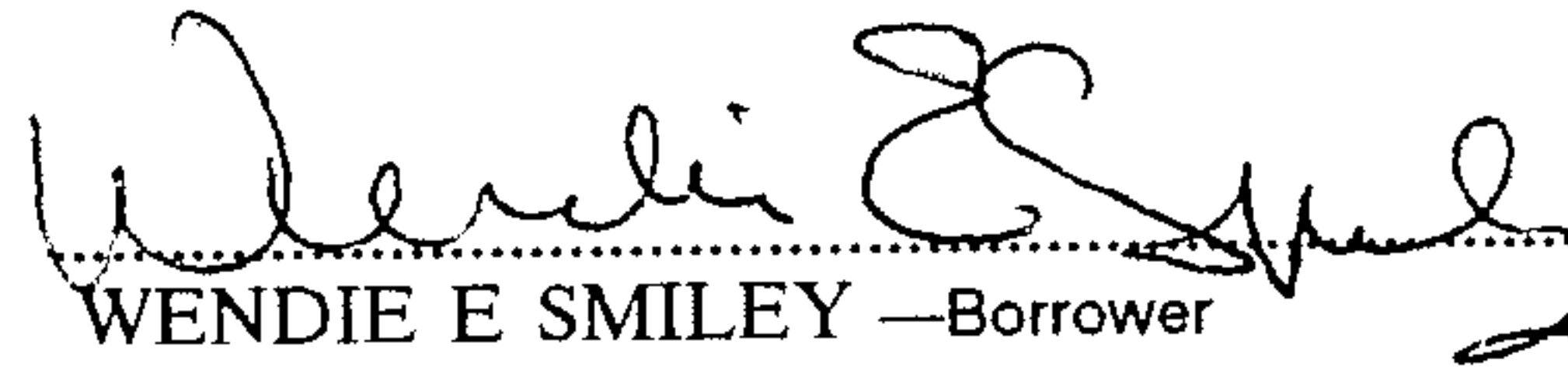
4. **Additional Agreements.** I agree to the following:
- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
 - B. That this Agreement shall 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.

Loan No: 1444639114

Data ID: 194

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

Date: 5/5/22

 (Seal)
WENDIE E SMILEY —Borrower

- Individual Acknowledgment -

STATE OF ALABAMA
COUNTY OF SHELBY

§
§

I, Celena Collett, a Notary Public, hereby certify that
WENDIE E SMILEY

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

Given under my hand this 5 day of May, A.D. 2022

[Seal]

Celena Collett
Notary Public

My commission expires: 8-30-2023



Loan No: 1444639114

Data ID: 194

Date: 5/17/2022

Lender: LAND HOME FINANCIAL SERVICES INC

By: [Signature]

Its: Maureen Biederer Vice President
(Printed Name and Title)

- Lender Acknowledgment -

STATE OF IL
COUNTY OF LGK

§
§

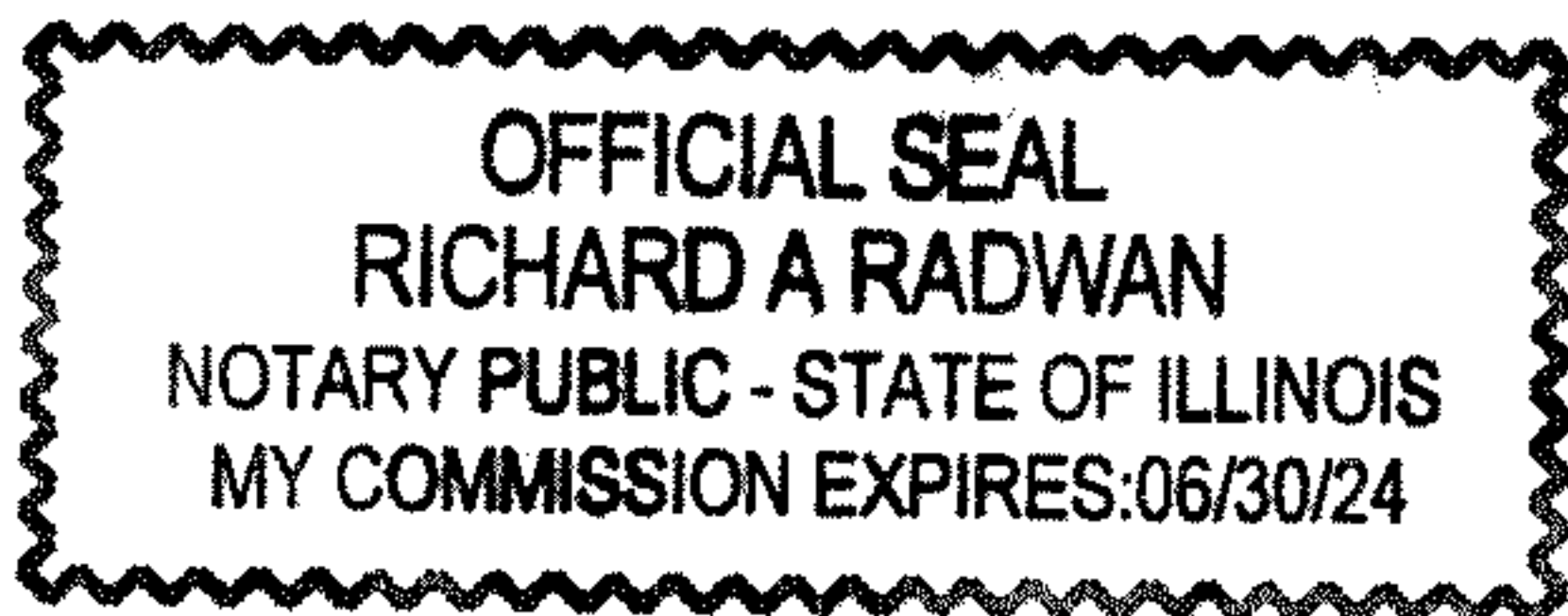
I, Richard A. Radwan, a Notary Public in and for said County in said State, hereby certify that Maureen Biederer whose name as Assistant Vice President of LAND HOME FINANCIAL SERVICES INC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed 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 17 day of May, 2022.

[Signature]
Notary Public

Richard A. Radwan
(Printed Name)

My commission expires: 6/30/2024



Loan No: 1444639114

Data ID: 194

Date: 5/19/22

Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Mortgagee, as nominee for LAND HOME FINANCIAL SERVICES INC, its successors and assigns

By: [Signature]

Its: **Christopher Miranda Assistant Secretary**
(Printed Name and Title)

- Mortgage Acknowledgment -

STATE OF IL
COUNTY OF Lake

§
§

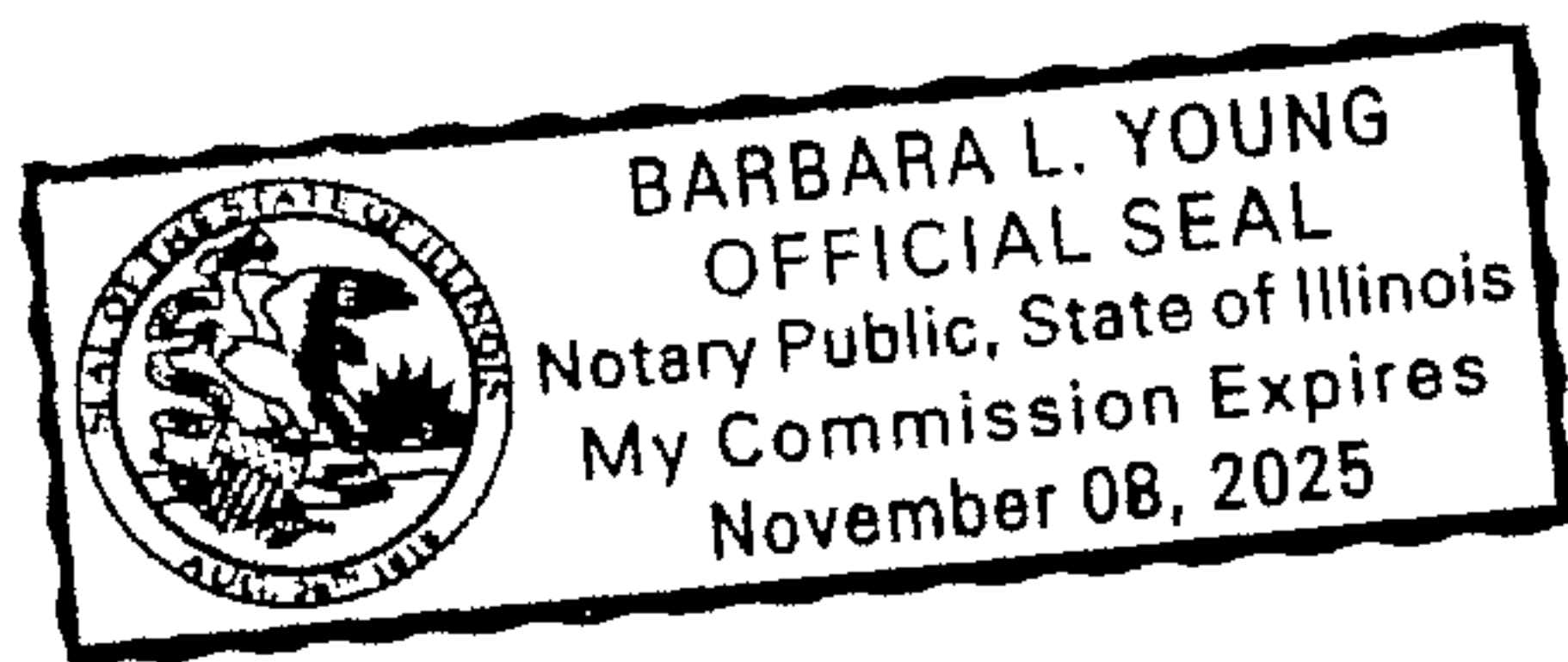
I, Barbara L. Young, a Notary Public in and for said County in said State, hereby certify that Christopher Miranda whose name as Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, 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 19th day of May, 2022.

Barbara L Young
Notary Public
Barbara L. Young

(Printed Name)

My commission expires: 11/8/2025



20220601000220170 06/01/2022 01:07:56 PM MORTAMEN 8/8

Loan No: 1444639114
Borrower: WENDIE E SMILEY

Data ID: 194

Property Address: 127 CANYON PL, PELHAM, AL 35124

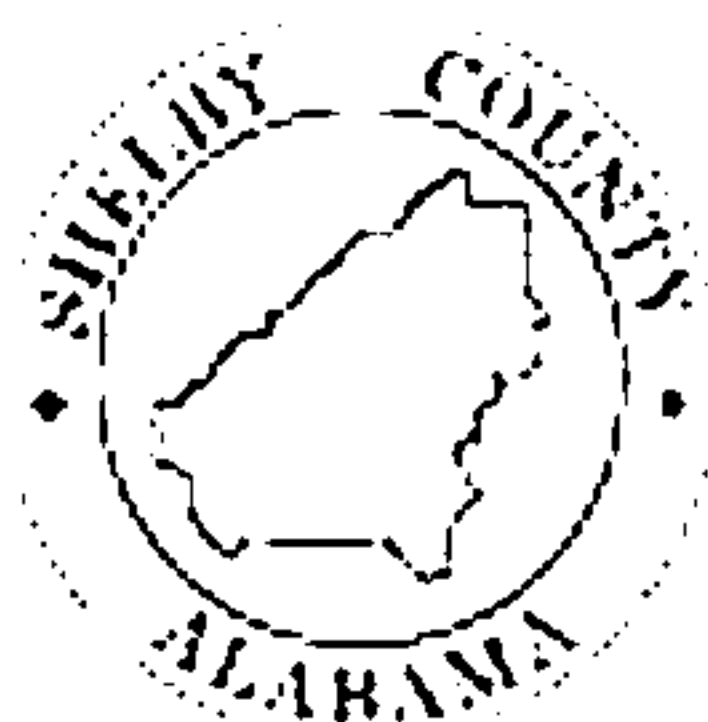
LEGAL DESCRIPTION

Paste final legal description here then photocopy.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

LOT 23, ACCORDING TO THE SURVEY OF CANYON PARK TOWNHOMES, AS RECORDED IN MAP BOOK 19, PAGE 19, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY ALABAMA.

TAX PARCEL IDENTIFICATION NUMBER: 13-3-13-2-004-023.000



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/01/2022 01:07:56 PM
\$214.60 JOANN
20220601000220170

Allie S. Bayl