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07/05/2022 10:01:11 AM
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:
Selene Finance LP
Camron Spivey
3501 Olympus Blvd, Suite 500
Dallas, TX 75019

_____[Space Above This Line For Recording Data]_____
Original Principal Amount \$299,200.00
Unpaid Principal Amount \$229,236.25
New Principal Amount \$293,010.64

Investor Loan No: 1808820
Loan No: 2004994305

33245

220295501-
SEL

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **13th** day of **June, 2022**, between **OLANDUS EASON AND WIFE, TYEE MARKS EASON** ("Borrower") and **SELENE FINANCE LP**, as attorney in fact for **U.S. Bank Trust National Association**, not in its individual capacity but solely as owner trustee for **RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **April 14, 2006**, in the amount of **\$299,200.00** and recorded on **May 8, 2006** in Book, Volume, or Liber No. _____, at Page _____ (or as Instrument No. **20060508000215850**), 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
313 W GRANDE VIEW TER, MAYLENE, AL 35114
(Property Address)



the real property described being set forth as follows:

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

PIN #: 23 5 21 0 008 027.000

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 **July 1, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$293,010.64**, 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 **4.750%**, from **July 1, 2022**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,364.72**, beginning on the **1st** day of **August, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.750%** will remain in effect until principal and interest are paid in full. If on **July 1, 2062** (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 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; 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. 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 ☐.



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.

Olandus Eason
Borrower - OLANDUS EASON

Date: 6/24/22

Tyee Marks Eason
Borrower - TYEE MARKS EASON

Date: 6/24/2022

ACKNOWLEDGMENT

State of ALABAMA
County of JEFFERSON

§
§
§

I CHRISTOPHER L SWAN hereby certify that **OLANDUS EASON AND TYEE MARKS EASON** 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 24 day of JUNE, A. D. 2022.

Christopher L. Swan

Signature of Officer

CHRISTOPHER L. SWAN

Printed Name

NOTARY PUBLIC

Title of Officer

My Commission Expires: 7/19/2024



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association

By:

Tonya Higginbotham
Assistant Vice President

-Lender

JUN 30 2022
Date of Lender's Signature

ACKNOWLEDGMENT

State of Florida

County of Duval

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this JUN 30 2022 by Tonya Higginbotham, Assistant Vice President of SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association, a Delaware limited partnership, on behalf of the limited partnership. He/she is personally known to me or who has produced W/A as identification.

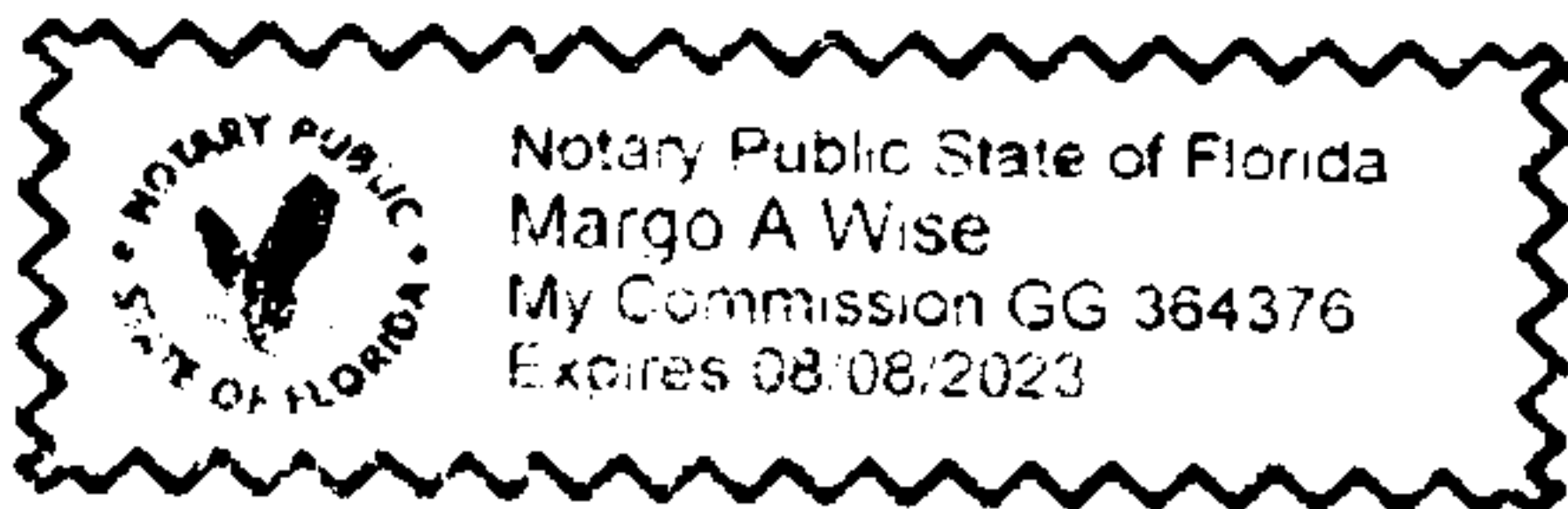
Margo A Wise
Signature of Person Taking Acknowledgment

Margo A Wise
Name Typed, Printed or Stamped
Notary

Title or Rank

Serial Number, if any: _____

My Commission Expires: _____



(Seal)



EXHIBIT A

BORROWER(S): OLANDUS EASON AND WIFE, TYEE MARKS EASON

LOAN NUMBER: 2004994305

LEGAL DESCRIPTION:

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

LOT 627, ACCORDING TO THE MAP OR SURVEY OF GRANDE VIEW ESTATES, GIVIANPOUR ADDITION TO ALABASTER, 6TH ADDITION, AS RECORDED IN MAP BOOK 32, PAGE 48, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PIN #: 23 5 21 0 008 027.000

ALSO KNOWN AS: 313 W GRANDE VIEW TER, MAYLENE, AL 35114



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/05/2022 10:01:11 AM
\$476.65 BRITTANI
20220705000264340



Allie S. Byrd