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MORTAMEN 1/7

This Document Prepared By:
KEIMYA CUFF
FLAGSTAR BANK, FSB
532 RIVERSIDE AVE.
JACKSONVILLE, FL 32202
800-393-4887

When Recorded Mail To:
FIRST AMERICAN TITLE
ATTN: JAVIER TONY VARGAS
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707

Source of Title: INSTRUMENT NO. 20180828000308110
Tax/Parcel #: 23 2 10 1 005 056.000
_______________ [Space Above This Line for Recording Data] _______________

Original Principal Amount: $99,910.00 **Investor Loan No.: 0586163212**
Unpaid Principal Amount: $101,333.21 **Loan No: 0440810348**
New Principal Amount: $108,515.81
New Money (Cap): $7,182.60

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **20TH** day of **SEPTEMBER, 2022**, between **KATHLEEN N. RAUCCIO** ** ("Borrower"), whose address is **1535 APPLEGATE LANE, ALABASTER, ALABAMA 35007** and **MATRIX FINANCIAL SERVICES CORP, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA** ("Lender"), whose address is **532 RIVERSIDE AVE., JACKSONVILLE, FL 32202**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **AUGUST 24, 2018** and recorded on **AUGUST 28, 2018** in **INSTRUMENT NO. 20180828000308110**, 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,

** AN UNMARRIED WOMAN

1535 APPLEGATE LANE, ALABASTER, ALABAMA 35007

(Property Address)

the real property described 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, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **$108,515.81,** 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 **5.0000%** from **OCTOBER 1, 2022.** Borrower promises to pay monthly payments of principal and interest of U.S. **$523.26** beginning on the **1ST** day of **NOVEMBER, 2022** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.0000%** will remain in effect until the principal and interest are paid in full. If on **OCTOBER 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

(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 ☐.

In Witness Whereof, I have executed this Agreement.

Kathleen Rauccio 9/23/2022

Borrower: **KATHLEEN N. RAUCCIO** **Date**

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

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

I, a Notary Public, hereby certify that **KATHLEEN N. RAUCCIO, AN UNMARRIED PERSON** 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 23 day of September, 20 22.

Adam W Holmes

Notary Public

Print Name Adam W. Holmes

My commission expires: 05-23-2026

ADAM W. HOLMES NOTARY Commission Expires 05/23/2026 PUBLIC ALABAMA STATE AT LARGE

In Witness Whereof, the Lender has executed this Agreement.

MATRIX FINANCIAL SERVICES CORP, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA

By ____________ Zachariah Scales Vice President (print name) (title) 9-27-22 Date

______ [Space Below This Line for Acknowledgments] ______

LENDER ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA)
County of ORANGE)

On SEP 27 2022 before me THOS WM. WHITE Notary Public, personally appeared Zachariah Scales, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________
Signature of Notary Public

THOS WM. WHITE
COMM. #2405401
Notary Public - California
San Bernardino County
My Comm. Expires May 29, 2026

(Seal)

EXHIBIT A

BORROWER(S): KATHLEEN N. RAUCCIO

LOAN NUMBER: 0440810348

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 56, ACCORDING TO A RESURVEY OF LOTS 1 THROUGH 64, 89 THROUGH 104 AND A THROUGH C OF APPLEGATE MANOR, AS RECORDED IN MAP BOOK 10, PAGE 25 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA; TOGETHER WITH ALL OF THE RIGHTS, PRIVILEGES, EASEMENTS AND APPURTENANT OWNERSHIP INTEREST IN AND TO PREMISES PREVIOUSLY CONVEYED BY APPLEGATE REALTY, INC. TO THE APPLEGATE TOWNHOUSE ASSOCIATION, INC. BY DEED RECORDED IN PROBATE OFFICE OF SHELBY COUNTY, ALABAMA IN REAL 065, PAGE 201 AND AS MORE FULLY DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF APPLEGATE TOWNHOUSE RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, IN REAL 63, PAGE 634.

ALSO KNOWN AS: 1535 APPLEGATE LANE, ALABASTER, ALABAMA 35007

Allen S. Boyd