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MORTAMEN 1/7

This Document Prepared By:
ALEX SCRIPO
PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE 303
MERIDEN, CT 06450
(855) 884-2250
NMLS# 17022

When Recorded Mail To:
PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE 303
MERIDEN, CT 06450

Source of Title: INSTRUMENT NO. 20050817000422700
Tax/Parcel #: 362092001019000

________________ [Space Above This Line for Recording Data] ________________

Original Principal Amount: $111,650.00 **FHA\VA Case No.:011-6022835**
Unpaid Principal Amount: $75,022.68 **Loan No: 0009006180**
New Principal Amount: $83,305.20
Capitalization Amount: $8,282.52

Property Address: **282 EWING STREET, MONTEVALLO, ALABAMA 35115**

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **20TH** day of **SEPTEMBER, 2022**, between **DORIS A. WILSON SURVIVNG SPOUSE OF KENNETH R WILSON WHO DIED ON JANUARY 9, 2013** ("Borrower"), whose address is **282 EWING STREET, MONTEVALLO, ALABAMA 35115** and **PLANET HOME LENDING, LLC** ("Lender"), whose address is **321 RESEARCH PARKWAY, SUITE 303, MERIDEN, CT 06450**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **OCTOBER 13, 2008** and recorded on **OCTOBER 20, 2008** in **INSTRUMENT NO. 20081020000410970**, 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

282 EWING STREET, MONTEVALLO, ALABAMA 35115
(Property Address)
the real property described being set forth as follows:

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

SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE

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. **$83,305.20**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **$8,282.52**.

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 **6.0000%**, from **OCTOBER 1, 2022**. The Borrower promises to make monthly payments of principal and interest of U.S. $ **458.36**, 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. If on **OCTOBER 1, 2062** (the "Maturity Date"), the 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. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**

6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

7. Borrower agrees to make and execute other documents or papers as may be necessary 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.

In Witness Whereof, I have executed this Agreement.

Doris A. Wilson ______ 10/4/22

Borrower: **DORIS A. WILSON** **Date**

______[Space Below This Line for Acknowledgments]______

BORROWER ACKNOWLEDGMENT

The State of **ALABAMA**)

Shelby County)

I, a Notary Public, hereby certify that **DORIS A. WILSON** 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 4 day of October, 20 22

Karen B Evans

Notary Public

Print Name Karen B Evans

My commission expires: KAREN B EVANS Notary Public, Alabama State At Large My Commission Expires Aug. 08, 2023

KAREN B. EVANS NOTARY PUBLIC ALABAMA STATE AT LARGE

In Witness Whereof, the Lender has executed this Agreement.

PLANET HOME LENDING, LLC

Andrea C P McArthur 10-6-22

By **Andrea C. P. McArthur NMLS#: 1733324** (print name) Date

Assistant Secretary (title)

_______________ [Space Below This Line for Acknowledgments] _______________

Acknowledgment for Corporation

State of CONNECTICUT

County of NEW HAVEN

On this the 6th day of October, 2022, before me, a Notary Public, personally appeared **ANDREA C. P. MCARTHUR NMLS#: 1733324** (Name of Officer) who acknowledged himself/herself to be the **ASSISTANT SECRETARY** (Title of Officer) of **PLANET HOME LENDING, LLC** (Name of Corporation), a corporation, and that he/she, as such **ASSISTANT SECRETARY** (Title of Officer), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as **ASSISTANT SECRETARY** (Title of Officer).

In witness whereof I hereunto set my hand.

Date: 10/6/22

Notary Public

LUANN M. GRIFFIN
NOTARY PUBLIC
State of Connecticut
My Commission Expires
February 28, 2023

Printed Name: ____________________

My Commission Expires:

____

EXHIBIT A

BORROWER(S): DORIS A. WILSON SURVIVNG SPOUSE OF KENNETH R WILSON WHO DIED ON JANUARY 9, 2013

LOAN NUMBER: 0009006180

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF MONTEVALLO, COUNTY OF SHELBY, STATE OF ALABAMA, and described as follows:

LOTS 3 AND 4, IN BLOCK D, ACCORDING TO THE MAP OF WILMONT SUBDIVISION AS RECORDED IN MAP BOOK 3, PAGE 124, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

ALSO KNOWN AS: 282 EWING STREET, MONTEVALLO, ALABAMA 35115

EXHIBIT B
MORTGAGE SCHEDULE

Mortgage made by **KENNETH R. WILSON AND DORIS A. WILSON, HUSBAND AND WIFE, JOINTLY FOR LIFE REMAINDER TO SURVIVOR** made to **"MERS" MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS A NOMINEE FOR FOUNDATION FINANCIAL GROUP** for **$111,650.00** and interest, dated **OCTOBER 13, 2008** and recorded on **OCTOBER 20, 2008** in **INSTRUMENT NO. 20081020000410970**.

Loan Modification Agreement made by **KENNETH R. WILSON AND DORIS A. WILSON, HUSBAND AND WIFE, JOINTLY FOR LIFE REMAINDER TO SURVIVOR** made to **" MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") ACTING SOLEY AS NOMINEE FOR FLAGSTAR BANK, FSB** dated **SEPTEMBER 1, 2011** and recorded on **FEBRUARY 6, 2012** in **INSTRUMENT NO. 20120206000044690**. Modified amount is now **$112,278.25**
Mortgage tax paid: **$0.00.**

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR FOUNDATION FINANCIAL GROUP, ITS SUCCESSORS AND ASSIGNS** (assignor), made to **PLANET HOME LENDING, LLC, ITS SUCCESSORS AND ASSIGNS** (assignee), by assignment of mortgage dated **JANUARY 17, 2022** and recorded on **JANUARY 18, 2022** in **INSTRUMENT NO. 20220118000019920.**

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County Clerk
Shelby County, AL
10/21/2022 08:09:06 AM
$167.10 JOANN
20221021000396880