

20221031000406080
10/31/2022 08:15:09 AM
MORTAMEN 1/8

This Document Prepared By:
LUANN GRIFFIN
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. 20201228000591920**
Tax/Parcel #: **13 8 27 2 001 002.029**

_____ [Space Above This Line for Recording Data] _____
Original Principal Amount: \$213,069.00 **FHA\VA Case No.:011-9570551**
Unpaid Principal Amount: \$207,085.00 **MERS Min: 1009252 0000079234 7**
New Principal Amount: \$148,458.31 **MERS Phone #: (888) 679-6377**
Capitalization Amount: \$0.00

Property Address: **2233 PUP RUN, HELENA, ALABAMA 35080**

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **4TH** day of **OCTOBER, 2022**, between **ALEXANDER TORRES PEREZ AND, JAIMY TORRES HUSBAND AND WIFE** ("Borrower"), whose address is **2233 PUP RUN, HELENA,**

HUD-HAMP 05042022_356

 **9102138243**

ALABAMA 35080 and **PLANET HOME LENDING, LLC** ("Lender"), whose address is **321 RESEARCH PARKWAY, SUITE 303, MERIDEN, CT 06450**, and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **DECEMBER 18, 2020** and recorded on **DECEMBER 28, 2020** in **INSTRUMENT NO. 20201228000591930**, 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

2233 PUP RUN, HELENA, ALABAMA 35080

(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. **\$148,458.31**, 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. **\$0.00**.
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 **5.3750%**, from **OCTOBER 1, 2022**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **831.32**, 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, 2052** (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.
8. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and

assigns. **MERS is the Mortgagee of record under the Security Instrument and this Agreement.** 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, tel. (888) 679-MERS.

In Witness Whereof, I have executed this Agreement.

Alex Torres Perez
Borrower: **ALEXANDER TORRES PEREZ**

10/15/22
Date

Jaimy Torres
Borrower: **JAIMY TORRES** *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

10/15/22
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

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

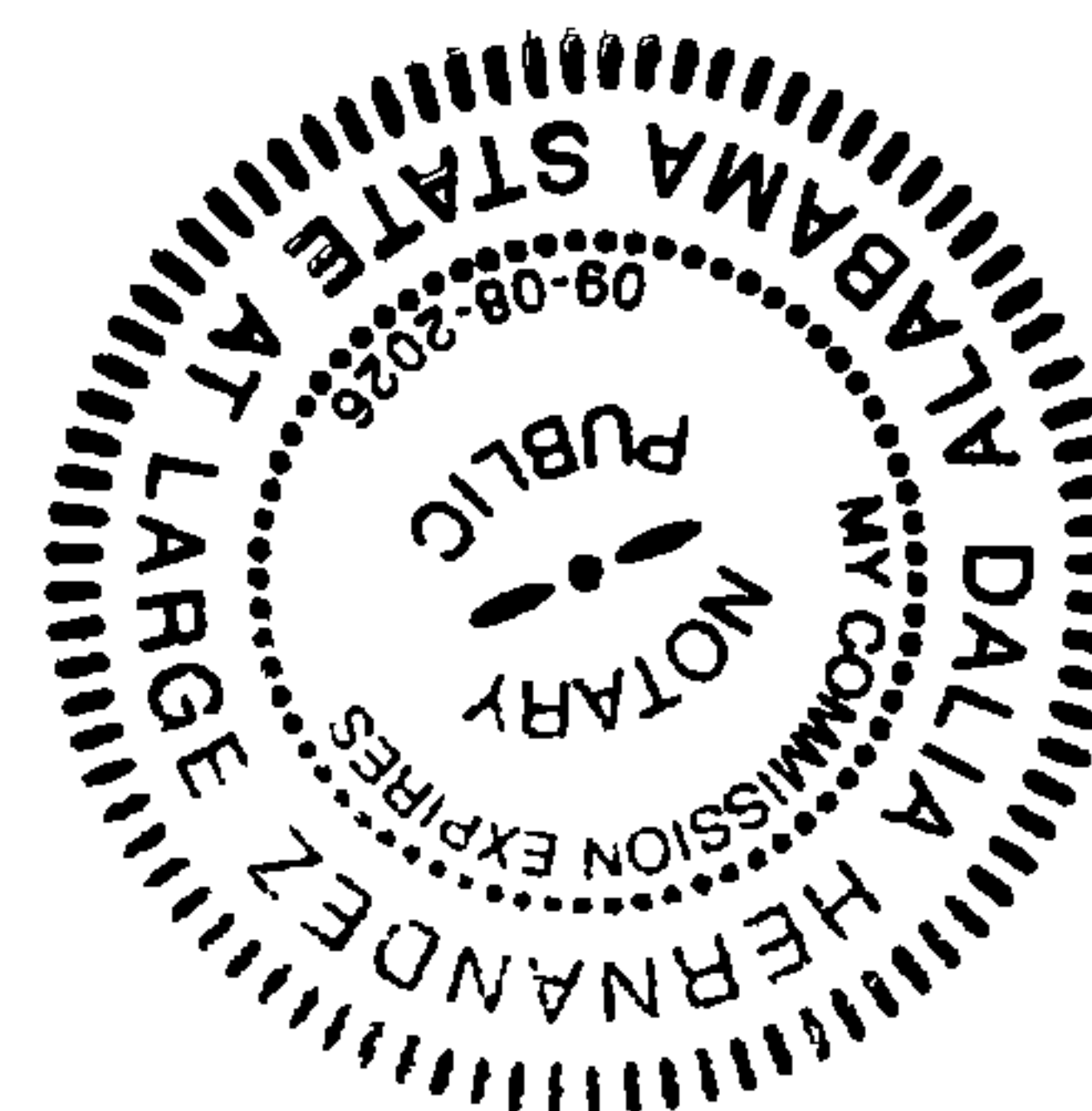
I, a Notary Public, hereby certify that **ALEXANDER TORRES PEREZ; JAIMY TORRES, MARRIED TO EACH OTHER** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 15 day of October, 2022.

Dalia Hernandez
Notary Public

Print Name Dalia Hernandez

My commission expires: 09/08/2026



Mortgage Electronic Registration Systems, Inc., ("MERS"), is a separate corporation that is acting solely as a nominee for lender and lender's successors and assigns

By *Thomas M. O'Connell*
THOMAS M. O'CONNELL
Assistant Secretary

October 17, 2022
Date

_____[Space Below This Line for Acknowledgments]_____

Acknowledgment for Corporation

State of CONNECTICUT

County of NEW HAVEN

On this the 17 day of October, 2022, before me, a Notary Public, personally appeared **THOMAS M. O'CONNELL** (Name of Officer) who acknowledged himself/herself to be the **Assistant Secretary** (Title of Officer) of Mortgage Electronic Registration Systems, Inc., a Delaware 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: *10/17/2022*
Carrie M. Pappas
Notary Public

CARRIE M. PAPPAS
NOTARY PUBLIC
State of Connecticut
My Commission Expires
January 31, 2023

Printed Name: _____

My Commission Expires:

In Witness Whereof, the Lender has executed this Agreement.

PLANET HOME LENDING, LLC

Andrea C P McArthur
By **ANDREA C. P. MCARTHUR** (print name)
NMLS #1733324
Assistant Secretary (title)

10-17-22
Date

_____[Space Below This Line for Acknowledgments]_____

Acknowledgment for Corporation

State of CONNECTICUT

County of NEW HAVEN

On this the 17 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: 10/17/2022
Carrie M Pappas
Notary Public

CARRIE M. PAPPAS
NOTARY PUBLIC
State of Connecticut
My Commission Expires
January 31, 2023

Printed Name: _____

My Commission Expires:

EXHIBIT A

**BORROWER(S): ALEXANDER TORRES PEREZ AND, JAIMY TORRES
HUSBAND AND WIFE**

LOAN NUMBER: 9102138243

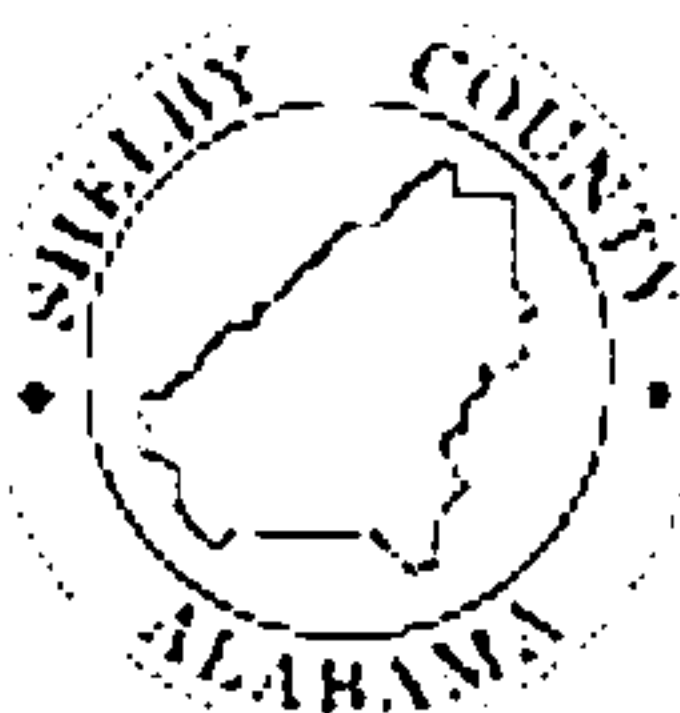
LEGAL DESCRIPTION:

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

**LOT 15, BLOCK C, ACCORDING TO THE AMENDED MAP OF FOX HAVEN,
FIRST SECTOR, AS RECORDED IN MAP BOOK 7 PAGE 86, IN THE PROBATE
OFFICE OF SHELBY COUNTY, ALABAMA.**

ALSO KNOWN AS: 2233 PUP RUN, HELENA, ALABAMA 35080

HUD-HAMP 05042022_356



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/31/2022 08:15:09 AM
\$265.75 BRITTANI
20221031000406080

Page 8

9102138243

Allen S. Bayl