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11/08/2022 02:55:00 PM
MORTAMEN 1/7

When Recorded Return To:
Richmond Monroe Group, Inc.
82 Jim Linegar Lane
Branson West, MO 65737
Ref#: 0004190000152093
SPS BBLM

This instrument was prepared by:
Select Portfolio Servicing, Inc.
Angeleque Gallegos
3217 S Decker Lake Dr
Salt Lake City, UT 84119

_____[Space Above This Line For Recording Data]_____
Original Principal Amount \$93,867.00
Unpaid Principal Amount \$77,049.98 **Loan No: 0019133701**
New Principal Amount \$79,951.36

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **27th** day of **July, 2022**, between **STEVEN D. ALLEN, MARRIED AND MARY ELIZABETH ALLEN, MARRIED** ("Borrower") and **Select Portfolio Servicing, Inc.** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **February 22, 2010**, in the amount of **\$93,867.00** and recorded on **March 17, 2010** in Book, Volume, or Liber No. _____, at Page _____ (or as Instrument No. **20100317000078200**), 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 **170 JENNIFERS COVE, MONTEVALLO, AL 35115**
(Property Address)

the real property described being set forth as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:



PIN #: 27 3 05 0 003 031.000

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 **September 1, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$79,951.36**, 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 **4.500%**, from **August 1, 2022**. Borrower promises to make monthly payments of principal and interest of U.S. **\$359.43**, beginning on the **1st** day of **September, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.500%** will remain in effect until principal and interest are paid in full. If on **August 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 ☐.



TAX CONSEQUENCES OF LOAN MODIFICATIONS. There may be income tax consequences related to this loan modification. Because you will be responsible for paying any income tax due as a result of this loan modification, you may wish to consult a tax advisor before accepting this loan modification.

Steven D Allen
Borrower - STEVEN D. ALLEN

Date: 10/7/22

Mary Elizabeth Allen
Borrower - MARY ELIZABETH ALLEN

Date: 10/7/22

ACKNOWLEDGMENT

State of Alabama

County of Shelby

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I Kenneth W. Jones hereby certify that STEVEN D. ALLEN AND MARY ELIZABETH ALLEN 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 7th day of October, A. D. 2022.

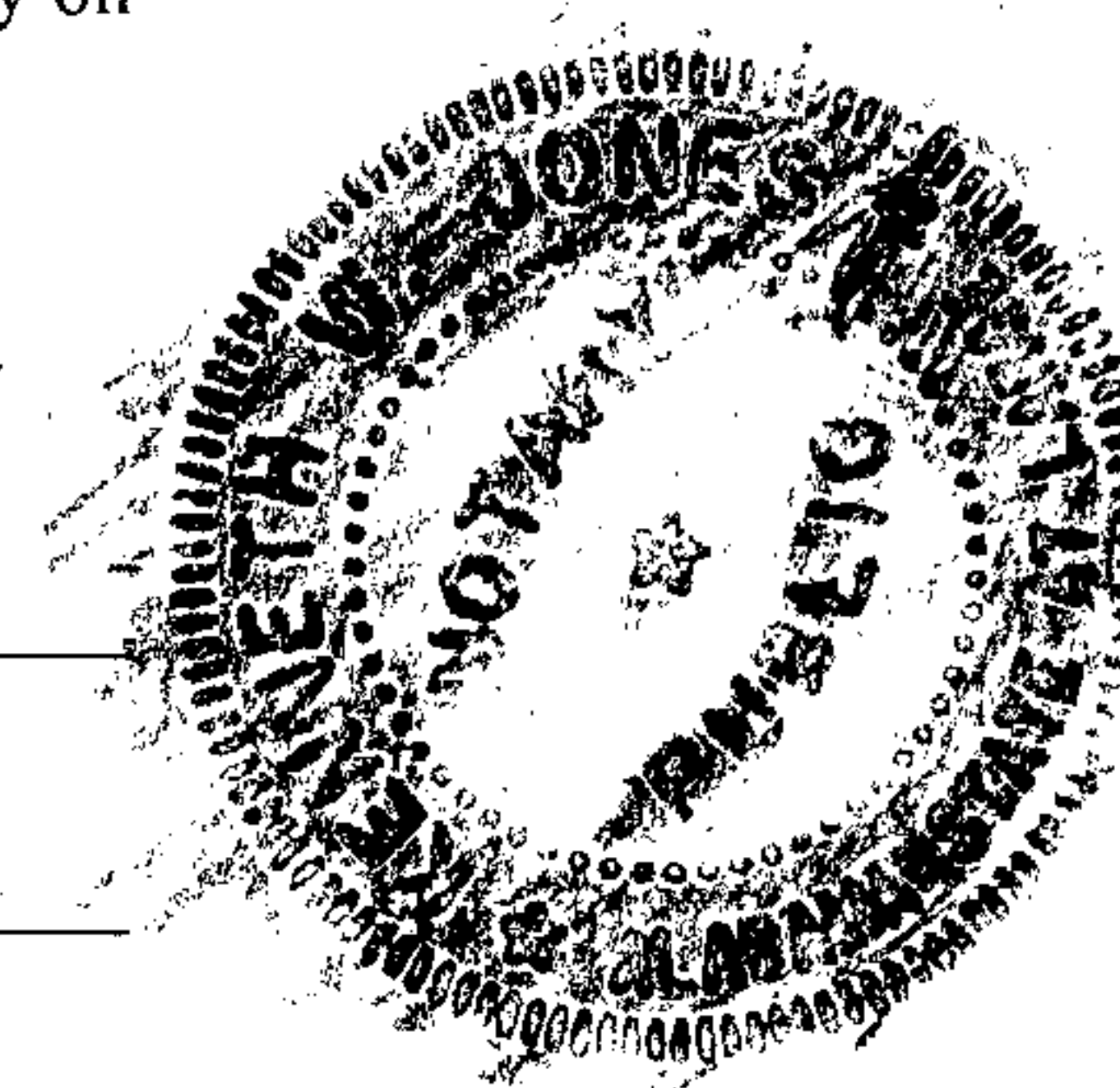
Kenneth W. Jones
Signature of Officer

Kenneth W. Jones
Printed Name

Vice Pres.
Title of Officer

(Seal)

My Commission Expires: MY COMMISSION EXPIRES FEBRUARY 9, 2025



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
Select Portfolio Servicing, Inc.

By: Emanuel Laurel
Emanuel Laurel, -Lender

NOV 01 2022

Date of Lender's Signature

Document Control Officer

ACKNOWLEDGMENT

State of Utah

County of SALT LAKE

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On this 1, day of Nov, 2022 Emanuel Laurel, personally appeared before me, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is a Document Control Officer of Select Portfolio Servicing, Inc. and that said document was signed by him/her on behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors,) and said * acknowledged to me that said Corporation executed the same.

* Document Control Officer

Signature of Notary Public [Signature]

Otto Castillo

Printed Name

Residing at: Utah SALT LAKE

(Seal)

My Commission Expires: SEP 19 2026

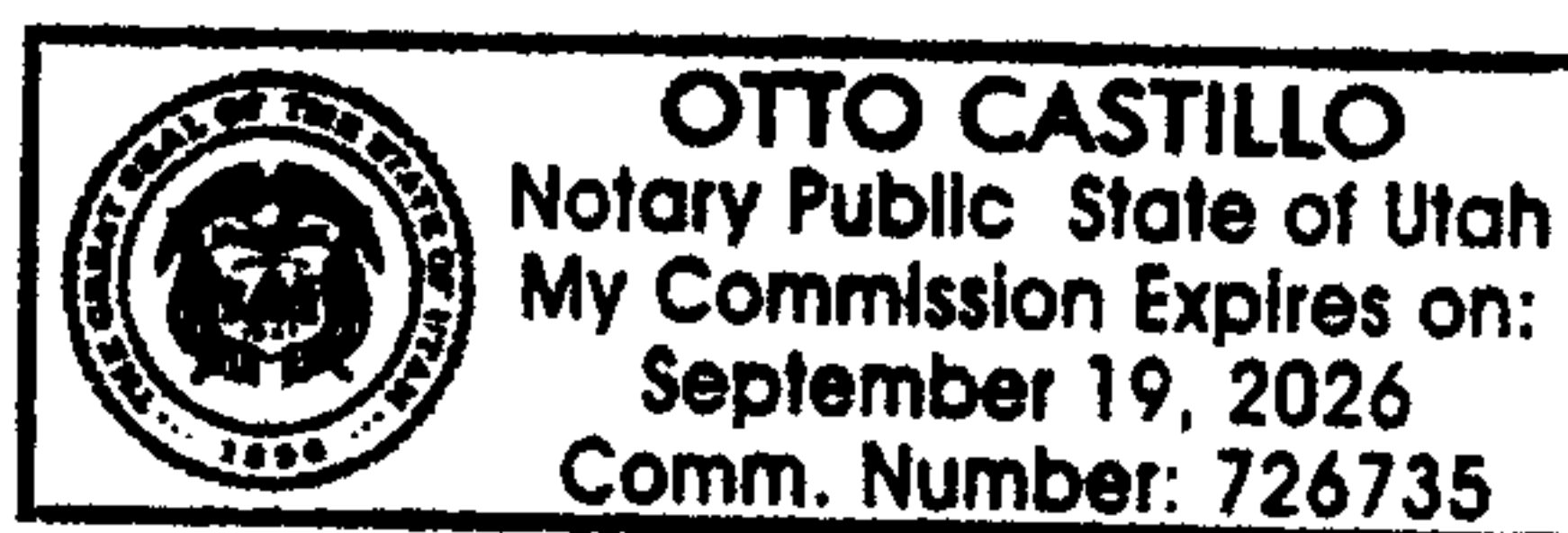


EXHIBIT A

BORROWER(S): STEVEN D. ALLEN, MARRIED AND MARY ELIZABETH ALLEN, MARRIED

LOAN NUMBER: 0019133701

LEGAL DESCRIPTION:

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

THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY, CITY OF MONTEVALLO, AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF THE SW 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 238.96 FEET TO A POINT; THENCE TURN 81 DEGREES 37 MINUTES 38 SECONDS RIGHT AND RUN WEST-SOUTHWESTERLY A DISTANCE OF 812.31 FEET TO A STEEL PIN CORNER ON THE SOUTH MARGIN OF A PUBLIC ROAD OR EASEMENT KNOWN AS OLD BUTTERMILK ROAD OR JENNIFER'S COVE ROAD AND THE POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED; THENCE CONTINUE ALONG LAST DESCRIBED COURSE AND AN EXISTING FENCE LINE 89.30 FEET TO A STEEL PIN CORNER; THENCE TURN 24 DEGREES 40 MINUTES 49 SECONDS RIGHT OR CHORD AND RUN A CHORD DISTANCE OF 106.97 FEET TO A STEEL PIN CORNER; THENCE TURN 20 DEGREES 07 MINUTES 39 SECONDS RIGHT FROM THE CHORD AND CONTINUE ALONG SOUTH MARGIN OF SAID ROAD OR EASEMENT AND AN EXISTING FENCE A DISTANCE OF 436.65 FEET TO A STEEL PIN CORNER; THENCE TURN 5 DEGREES 55 MINUTES 29 SECONDS RIGHT AND CONTINUE ALONG SAID SOUTH MARGIN OF SAID ROAD OR EASEMENT AND SAID FENCE A DISTANCE OF 295.92 FEET TO A STEEL PIN CORNER; THENCE TURN 118 DEGREES 12 MINUTES 01 SECONDS LEFT AND RUN SOUTHERLY ALONG AN EXISTING FENCE LINE 321.26 FEET TO A POINT IN THE CENTER OF AN EXISTING BRANCH; THENCE TURN 59 DEGREES 10 MINUTES 35 SECONDS LEFT AND RUN SOUTHEASTERLY ALONG SAID BRANCH 128.18 FEET TO A POINT; THENCE TURN 17 DEGREES 05 MINUTES 18 SECONDS LEFT AND CONTINUE ALONG SAID BRANCH 83.11 FEET TO A POINT; THENCE TURN 22 DEGREES 51 MINUTES 44 SECONDS RIGHT AND CONTINUE ALONG SAID BRANCH A DISTANCE OF 375.48 FEET TO A POINT; THENCE TURN 10 DEGREES 56 MINUTES 52 SECONDS RIGHT AND CONTINUE ALONG SAID BRANCH 117.28 FEET TO A POINT; THENCE TURN 93 DEGREES 16 MINUTES 07 SECONDS LEFT AND CONTINUE ALONG SAID BRANCH 33.22 FEET TO A POINT; THENCE TURN 77 DEGREES 25 MINUTES 36 SECONDS RIGHT AND CONTINUE ALONG SAID BRANCH 54.65 FEET TO A POINT; THENCE TURN 1 DEGREE 58 MINUTES 55 SECONDS RIGHT AND RUN 67.88 FEET TO A STEEL PIN CORNER; THENCE TURN 27 DEGREES 53 MINUTES 33 SECONDS RIGHT AND RUN 58.00 FEET TO A POINT IN THE CENTERLINE OF SAME SAID BRANCH; THENCE TURN 42 DEGREES 19 MINUTES 12 SECONDS LEFT AND CONTINUE ALONG SAID BRANCH LEFT AND CONTINUE ALONG SAID BRANCH 115.00 FEET TO A POINT IN THE INTERSECTION OF TWO BRANCHES; THENCE TURN 149 DEGREES 35 MINUTES 25 SECONDS LEFT AND RUN NORTHWESTERLY ALONG EXISTING BRANCH 100.00 FEET TO A POINT; THENCE TURN 74 DEGREES 12 MINUTES 48 SECONDS RIGHT AND CONTINUE ALONG SAID



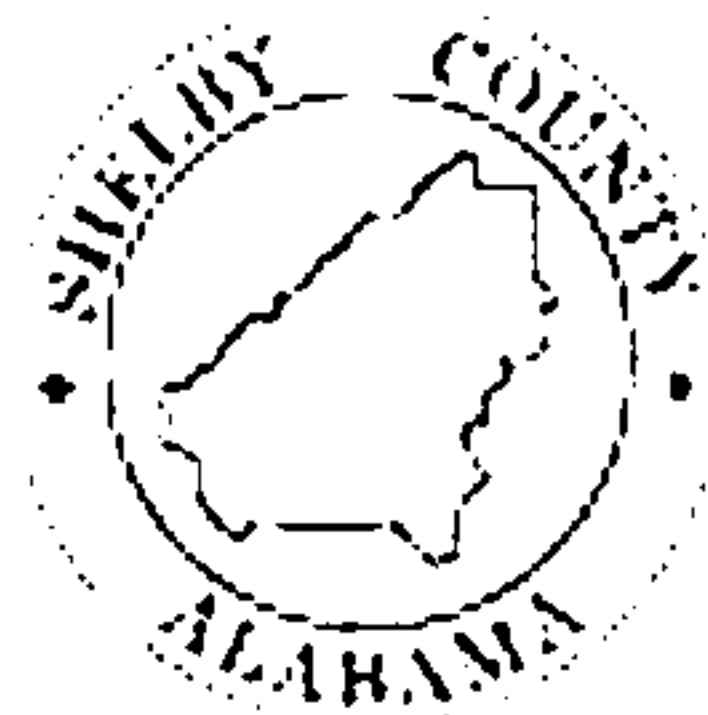
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BRANCH 139.40 FEET TO A POINT; THENCE TURN 24 DEGREES 16 MINUTES 01 SECOND RIGHT AND CONTINUE ALONG SAID BRANCH 70.47 FEET TO A POINT; THENCE TURN 28 DEGREES 43 MINUTES 12 SECONDS LEFT AND CONTINUE ALONG SAID BRANCH 60.41 TO A POINT; THENCE TURN 12 DEGREES 24 MINUTES 29 SECONDS RIGHT AND CONTINUE ALONG SAID BRANCH 66.30 FEET TO A POINT; THENCE TURN 77 DEGREES 21 MINUTES 48 SECONDS LEFT AND RUN NORTHWESTERLY ALONG AN EXISTING FENCE LINE 179.77 FEET TO A STEEL PIN CORNER; THENCE TURN 22 DEGREES 43 MINUTES 00 SECONDS RIGHT AND CONTINUE ALONG AN EXISTING FENCE LINE 98.46 FEET TO THE POINT OF BEGINNING.

APN #273050003031000

PIN #: 27 3 05 0 003 031.000

ALSO KNOWN AS: 170 JENNIFERS COVE, MONTEVALLO, AL 35115



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/08/2022 02:55:00 PM
\$160.00 JOANN
20221108000417830

Allen S. Bayl

