

After Recording Return To:  
CoreLogic SolEx  
1625 NW 136th Ave, Ste E100  
Sunrise, FL 33323

This Document Prepared By:  
Antonia Coats  
CoreLogic SolEx  
1625 NW 136th Ave, Ste E100  
Sunrise, FL 33323

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_  
Original Recording Date: **June 01, 2020** Loan No: **0051174969**  
Original Loan Amount: **\$215,655.00** Investor Loan No: **0226175374**  
New Money: **\$8,489.67** MIN Number: **101029800002436364**  
FHA Case No.: **011-9370986 703 203B**

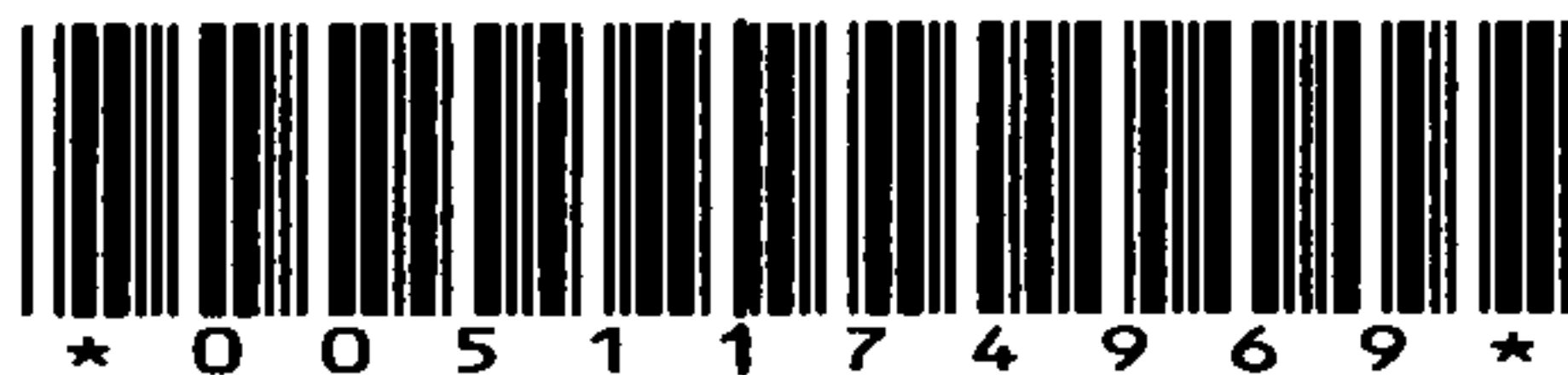
## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 2nd day of February, 2023, between **DAVID BENNETT, HUSBAND and KELLE BENNETT, WIFE** whose address is **1373 KENSINGTON BLVD, CALERA, AL 35040** ("Borrower") and **Lakeview Loan Servicing, LLC, by LoanCare, LLC** as agent under Limited POA which is organized and existing under the laws of **The United States of America**, and whose address is **3637 Sentara Way, Virginia Beach, VA 23452** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **May 13, 2020** and recorded in **Instrument No: 20200601000217530** and recorded on **June 01, 2020**, of the Official Records of **SHELBY County, AL** 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

**1373 KENSINGTON BLVD, CALERA, AL 35040,**  
(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



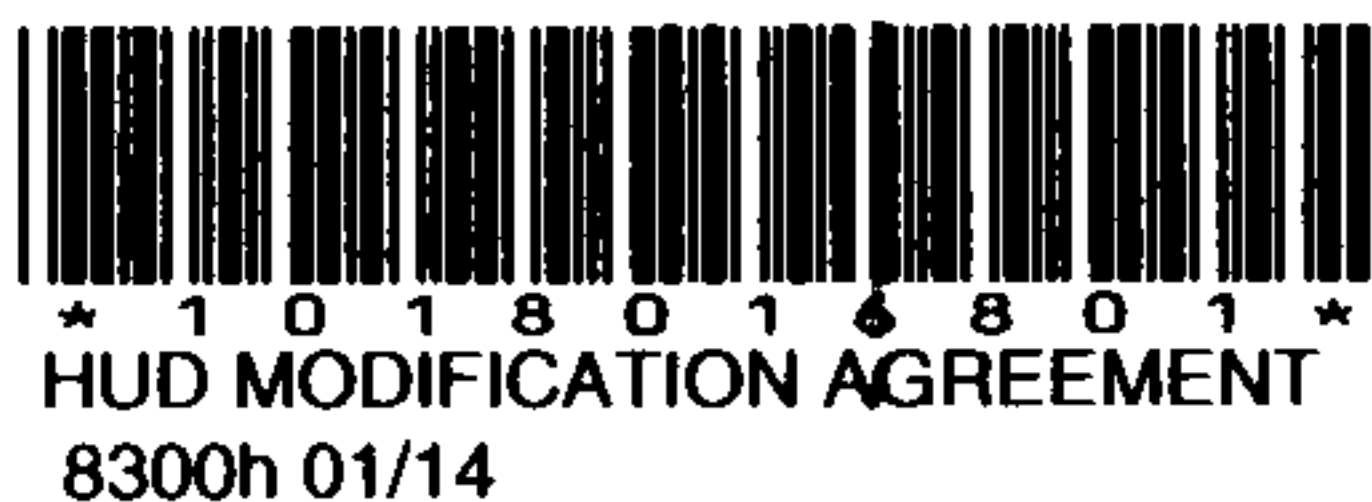
follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **March 1, 2023**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$163,505.59**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$4,347.69** 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.
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 **6.625%**, from **March 1, 2023**. Borrower promises to make monthly payments of principal and interest of U.S. **\$971.85**, beginning on the **1st** day of **April, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **March 1, 2063** (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.

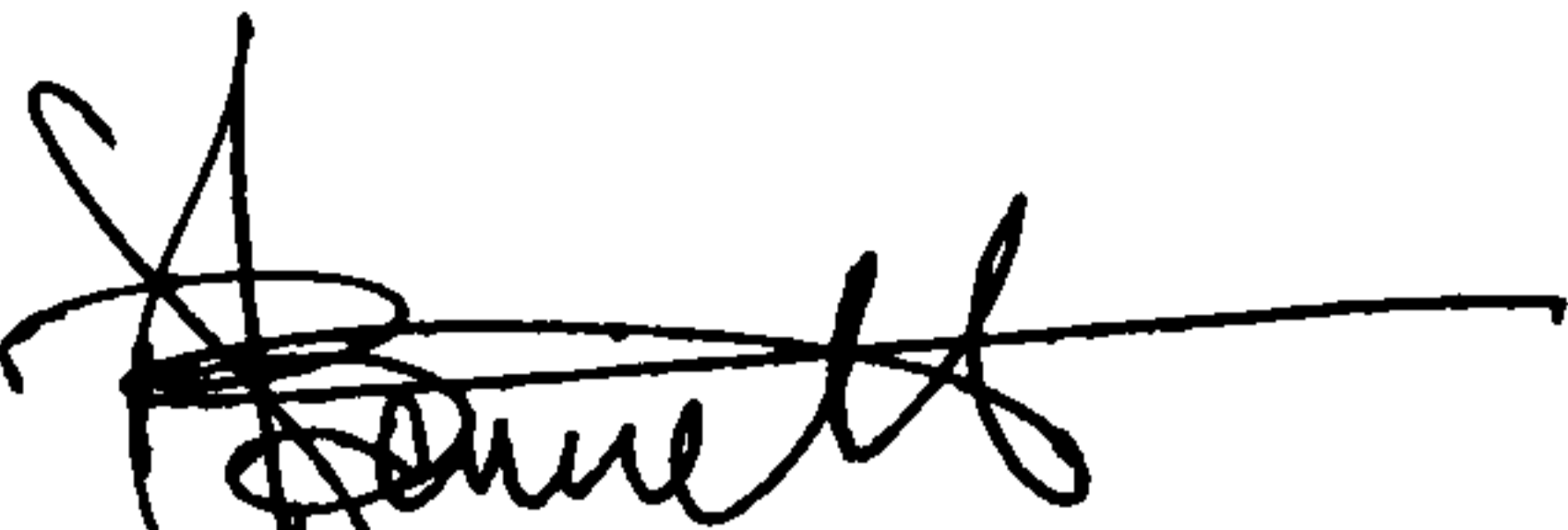
4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower 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.



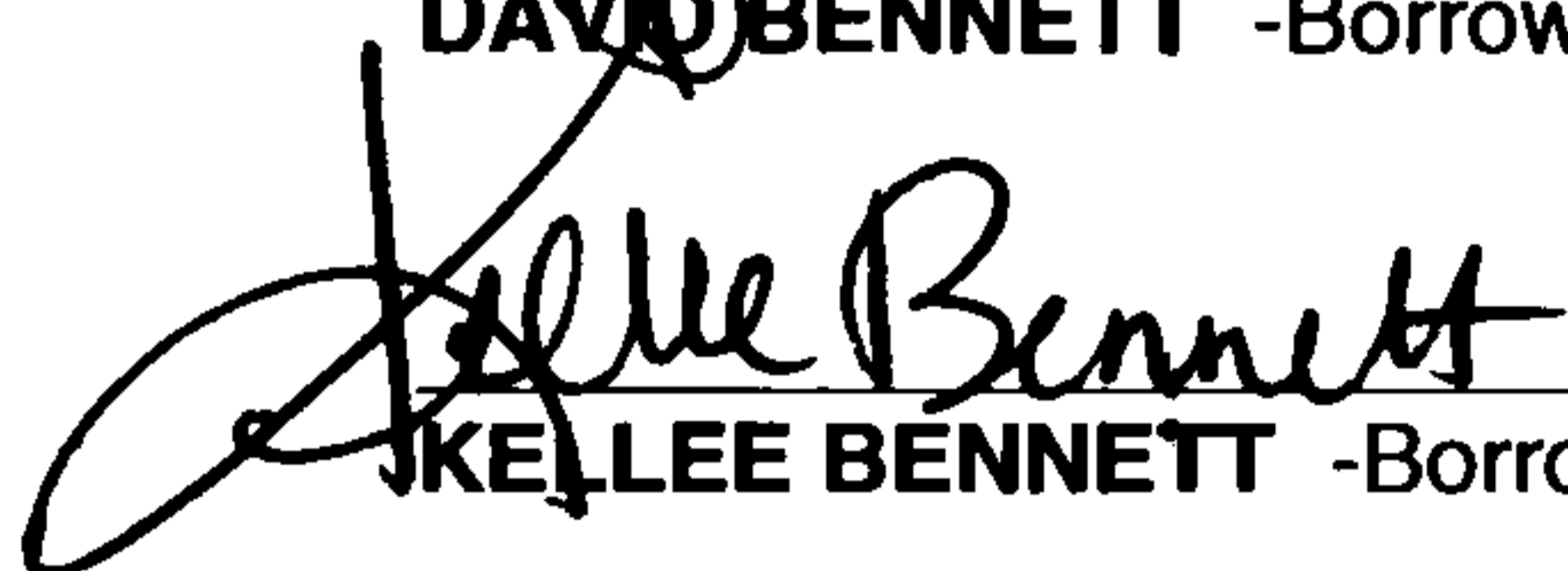
5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for 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.
9. This Agreement modifies an obligation secured by an existing security instrument recorded in SHELBY County, AL, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$206,687.90. The principal balance secured by the existing security instrument as a result of this Agreement is \$163,505.59, which amount represents the excess of the unpaid principal balance of this original obligation.





DAVID BENNETT -Borrower

Date: 3/31/2023



KELLEE BENNETT -Borrower

Date: 3/31/2023

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State of Alabama

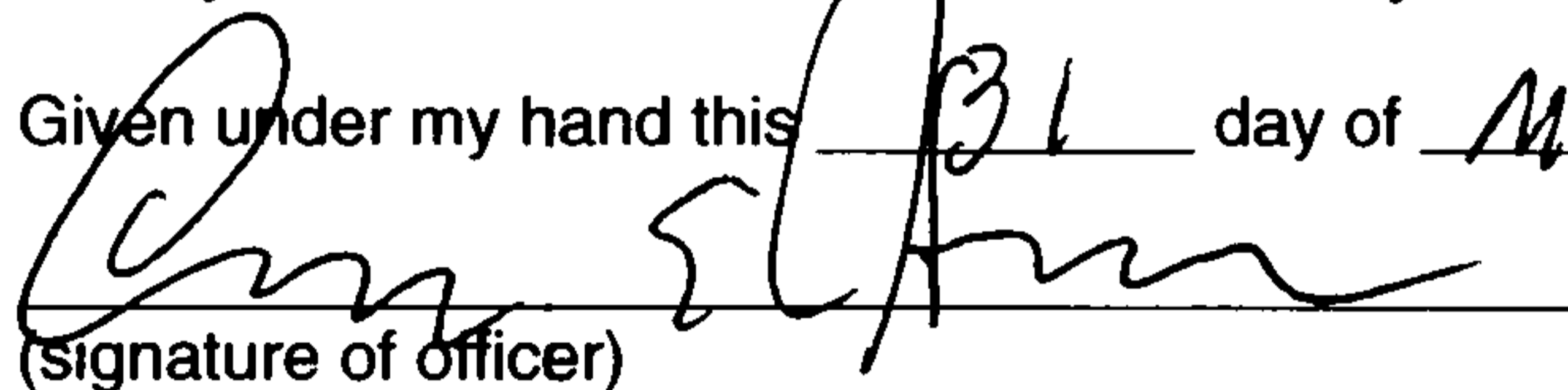
County of JEFFERSON

I, CHARLES S. HOLMES  
(please print name)

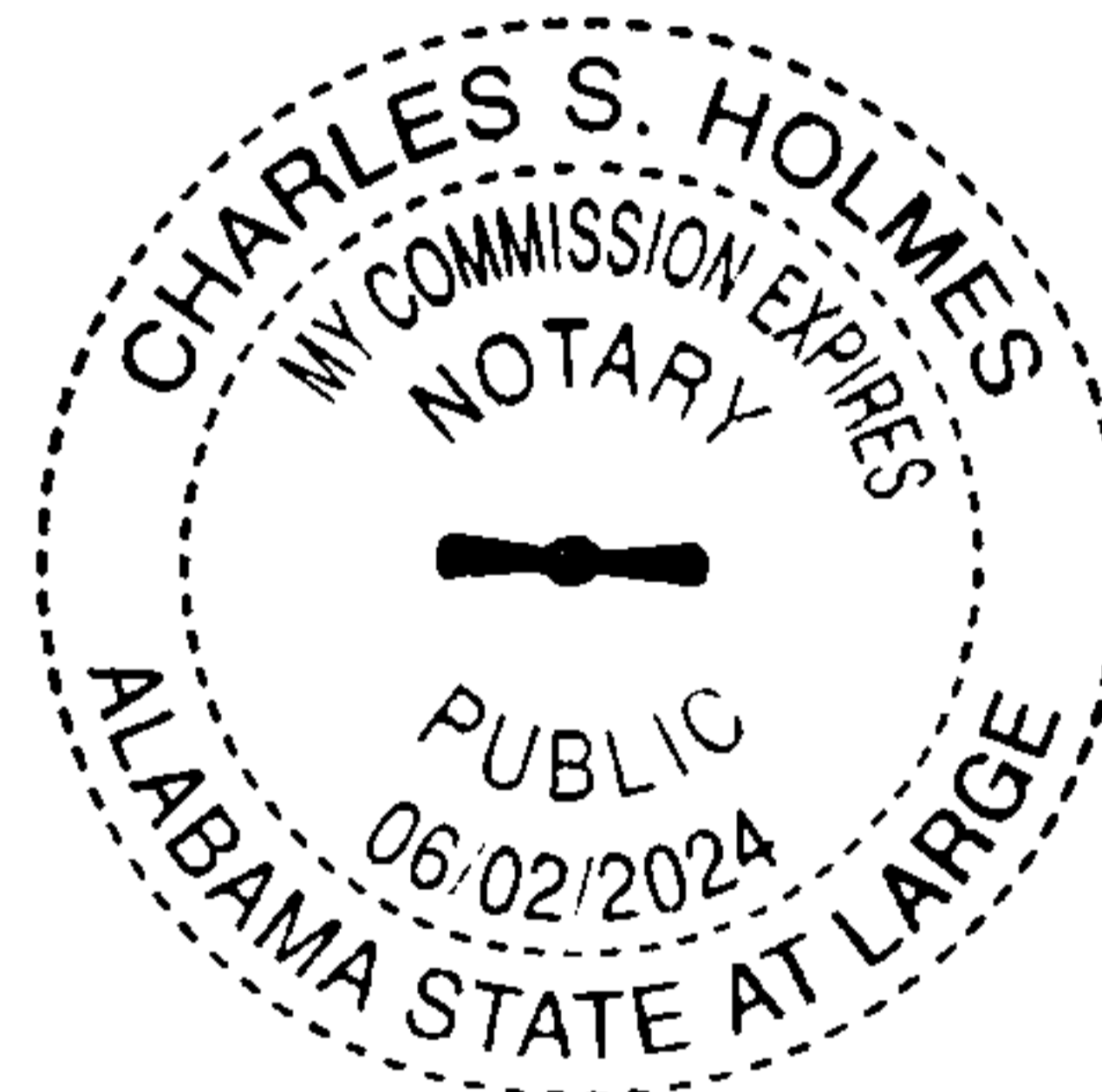
Notary Public, hereby certify that

**DAVID BENNETT and KELLEE BENNETT**, 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 31 day of MARCH, A. D. 20 23

  
(signature of officer)

My commission expires: JUNE 2 2024



  
\* 1 0 1 8 0 1 6 8 0 1 \*  
HUD MODIFICATION AGREEMENT  
8300h 01/14



LoanCare LLC, as Agent under Limited POA for Lakeview Loan Servicing, LLC

By: Analia Barillas (Seal) - Lender

Name: Analia Barillas

Title: **Assistant Secretary**

APR 07 2023  
Date of Lender's Signature

\_\_\_\_\_[Space Below This Line For Acknowledgments]\_\_\_\_\_

State of Florida

County of Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization,

this 7 day of April, 2023, by Analia Barillas, Assistant Secretary of LoanCare LLC, as Agent under Limited POA for Lakeview Loan Servicing, LLC.

Tammy Orihuela  
(Signature of Notary Public - State of Florida)

Tammy Orihuela  
(Print, Type or Stamp Commissioned Name of Notary Public)



✓  
Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



*M. Wagner*

APR 07 2023

Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Name: Marnie A. Wagner

Title: **Assistant Secretary**

\_\_\_\_\_ [Space Below This Line For Acknowledgments] \_\_\_\_\_

State of FLORIDA  
County of BROWARD

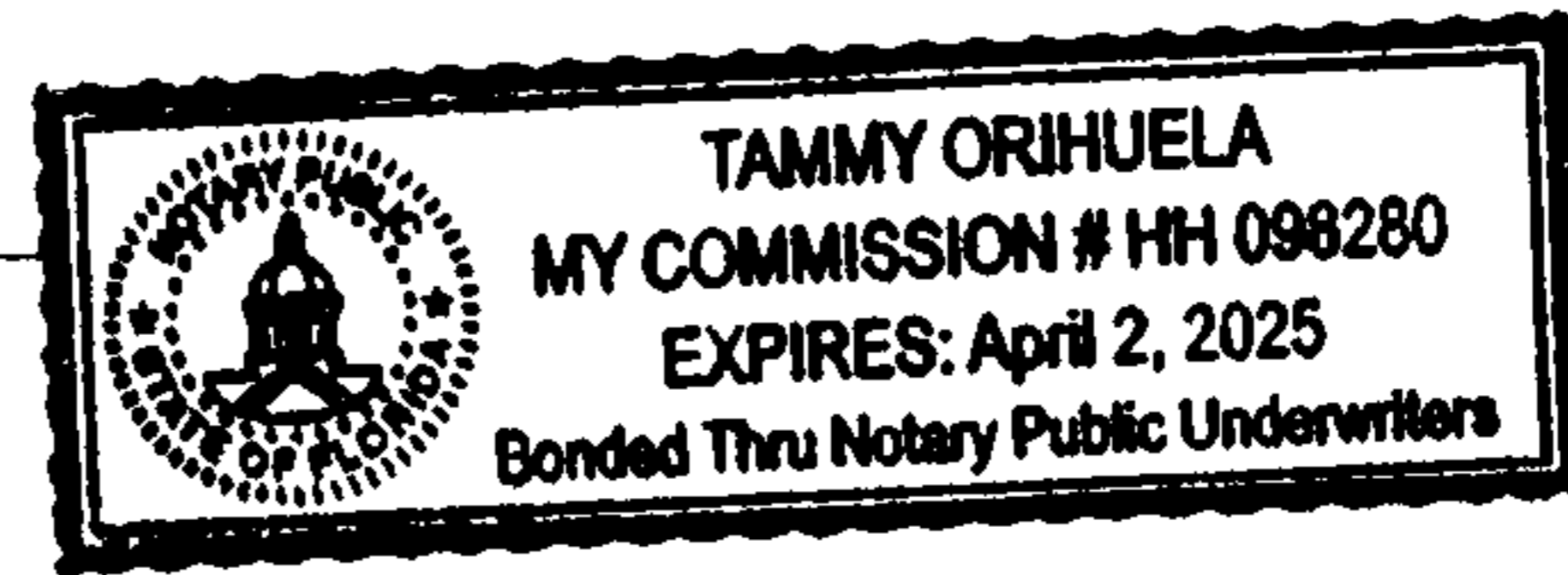
The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization,

this 7 day of April, 2023, by Marnie A. Wagner, Assistant Secretary of Mortgage Electronic Registration Systems, Inc.

*Tammy Orihuela*  
(Signature of Notary Public - State of Florida)

Tammy Orihuela

(Print, Type or Stamp Commissioned Name of Notary Public)



Personally Known ☒ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



## Exhibit "A"

Loan Number: **0051174969**

Property Address: **1373 KENSINGTON BLVD, CALERA, AL 35040**

**Legal Description:**

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA: LOT 198, ACCORDING TO THE SURVEY OF KENSINGTON PLACE PHASE II, AS RECORDED IN MAP BOOK 42, PAGE 117, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
04/10/2023 10:32:03 AM  
\$285.40 JOANN  
20230410000099220

*Allie S. Bayl*



\* 0 0 5 1 1 7 4 9 6 9 \*

12338 06/18 Exhibit A Legal Description Attachment



\* 8 9 3 3 8 0 + 2 5 \*

Page 1 of 1