

This Document Prepared By:
KRISTINA GORMAN
NORTHPOINTE BANK
3333 DEPOSIT DRIVE NE
GRAND RAPIDS, MI 49546
1-877-320-0373

When Recorded Mail To:
FIRST AMERICAN TITLE
DTO REC., MAIL CODE: 4002
4795 REGENT BLVD
IRVING, TX 75063

Source of Title: Mortgage from Leshunquina Randolph and Henry Randolph,
husband and wife to Mortgage Electronic Registration Systems, Inc. acting solely as
nominee for Northpointe Bank dated August 16, 2021, recorded
September 7, 2021 in Instrument No. 20210907000434970,
in the face amount of \$1,041,741.00.

Source of Title:
Tax/Parcel #: 133081004001003
L: 1203

_____ [Space Above This Line for Recording Data] _____
Original Principal Amount: \$1,041,741.00
Unpaid Principal Amount: \$1,009,147.67
New Principal Amount: \$1,033,670.01
New Money (Cap): \$24,522.34

Fannie Mae Loan No.:
MERS Min: 100602370001819868
MERS Phone #: (888) 679-6377

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **10TH** day of **NOVEMBER, 2023**, between **LESHUNQUINA RANDOLPH, HENRY RANDOLPH HUSBAND AND WIFE** ("Borrower"), whose address is **2554 BLACKRIDGE CV, HOOVER, ALABAMA 35244** and **NORTHPOINTE BANK** ("Lender"), whose address is **3333 DEPOSIT DRIVE NE, GRAND RAPIDS, MI 49546**, and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **AUGUST 16, 2021** and recorded on **SEPTEMBER 7, 2021** in **INSTRUMENT NO. 20210907000434970**, 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,

2554 BLACKRIDGE CV, HOOVER, ALABAMA 35244
(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 **DECEMBER 1, 2023**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$1,033,670.01**, 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 **4.0000%** from **DECEMBER 1, 2023**. Borrower promises to pay monthly payments of principal and interest of U.S. **\$4,934.90** beginning on the **1ST** day of **JANUARY, 2024** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.0000%** will remain in effect until the principal and interest are paid in full. If on **DECEMBER 1, 2053** (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 ☐.

- (g) "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.

1 eShun
Borrower: **LESHUNQUINA RANDOLPH**

11/17/23
Date

Henry Randolph
Borrower: **HENRY RANDOLPH**

11-17-23
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

The State of **ALABAMA**)

JEFFERSON County)

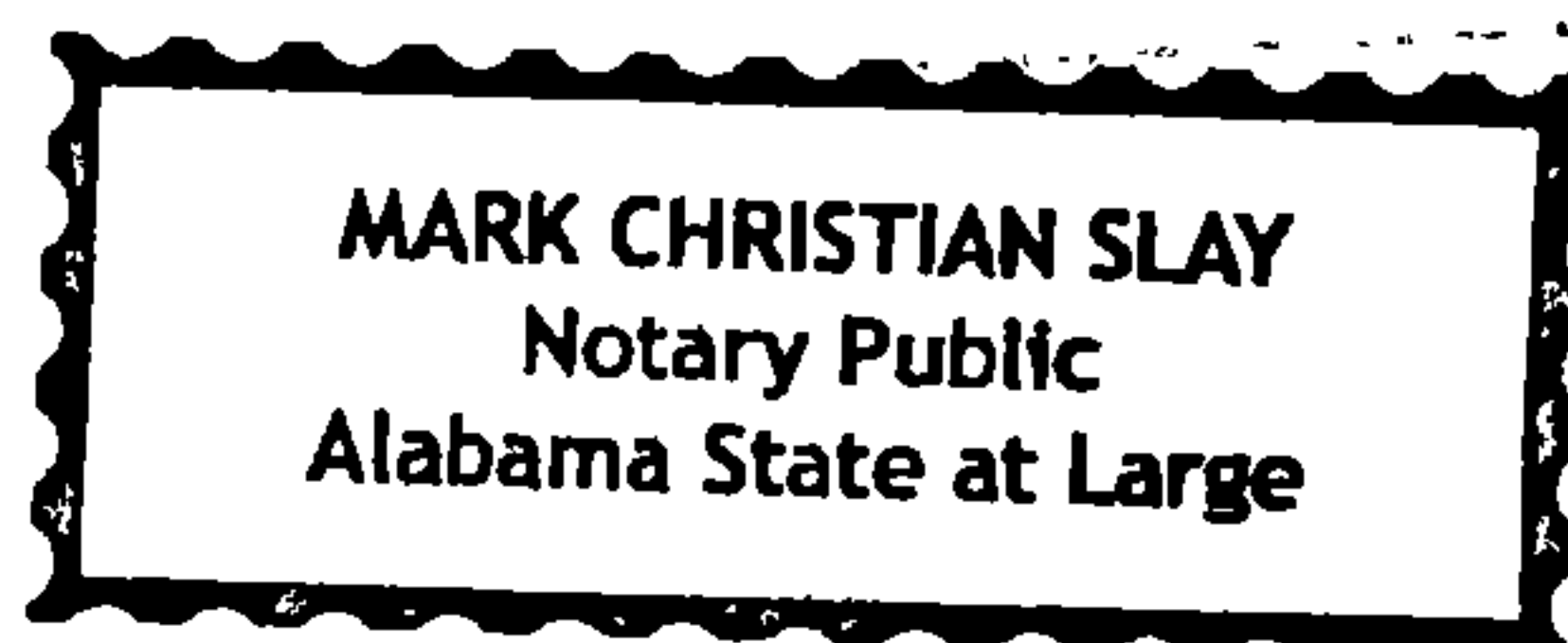
I, a Notary Public, hereby certify that **LESHUNQUINA RANDOLPH; HENRY RANDOLPH** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 17 day of NOVEMBER, 2023.

Mark C. Slay
Notary Public

Print Name MARK C. SLAY

My commission expires: Mark Slay
My Commission Expires 08/16/2027



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

Karen Seager Assistant Secretary

11-27-23

Date

[Space Below This Line for Acknowledgments]

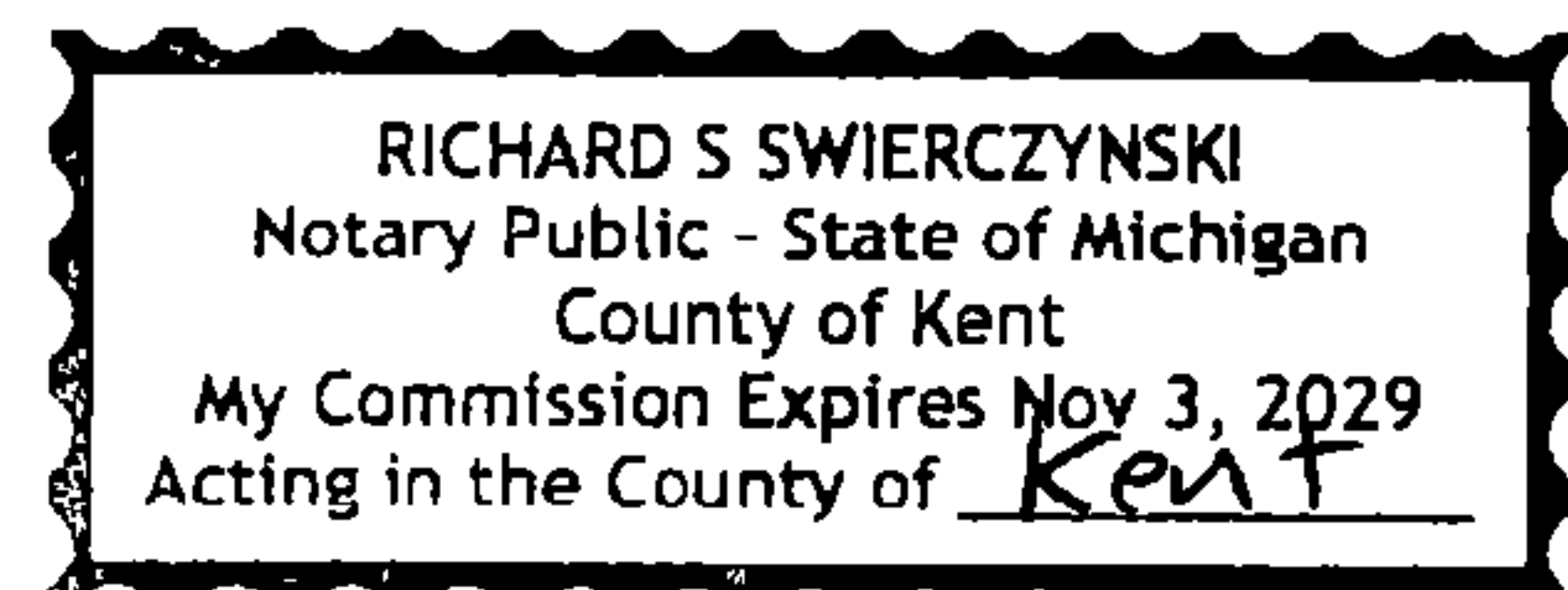
STATE OF Michigan

COUNTY OF Kent

The foregoing instrument was acknowledged before me this Nov. 27, 2023 by Karen Seager, the Assistant Secretary of Mortgage Electronic Registration Systems, Inc., a Delaware Corporation, on behalf of said entity.

This document was notarized using a remote notarization electronic platform pursuant to MCL 55.286b.

[Signature]
Notary Public



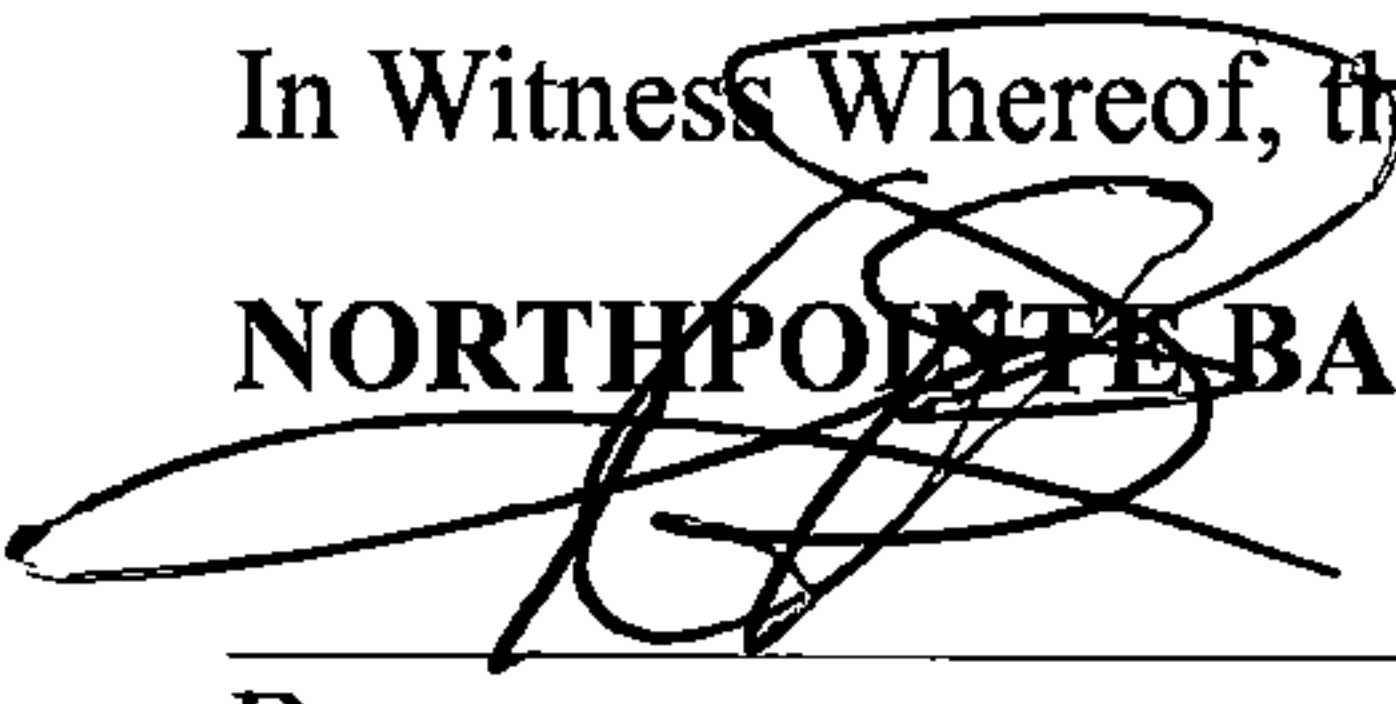
Printed Name: Richard S. Swierczynski

My commission expires: Nov. 3, 2029

Drafted By:

**NORTHPOINTE BANK
3333 DEPOSIT DRIVE NE
GRAND RAPIDS, MI 49546**

In Witness Whereof, the Lender has executed this Agreement.


NORTHPOINTE BANK

By

(print name) Karen Seager

Date

(title) AVP of Loan Servicing

11-27-23

_____[Space Below This Line for Acknowledgments]_____

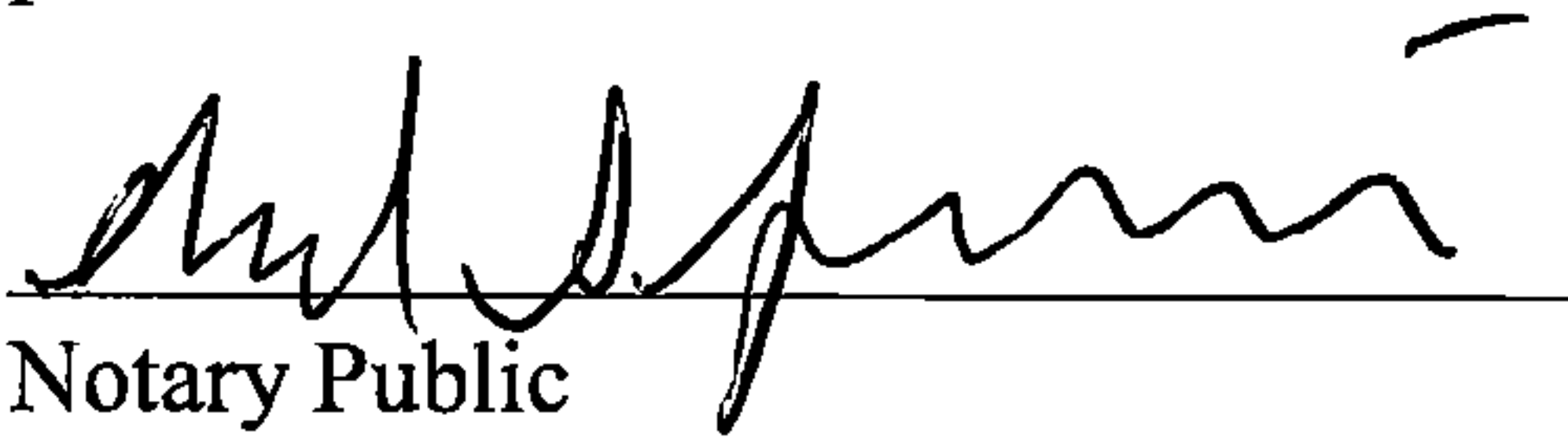
LENDER ACKNOWLEDGMENT

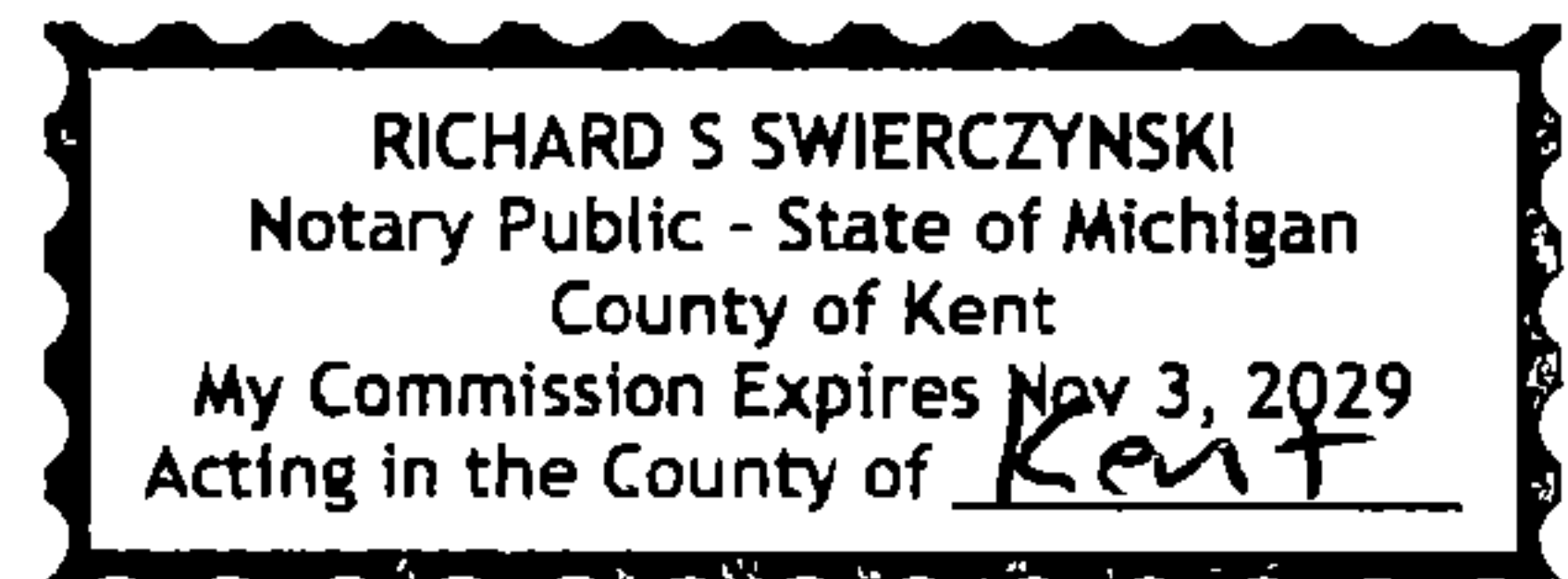
STATE OF Michigan

COUNTY OF Kent

The foregoing instrument was acknowledged before me this Nov-27, 2023
by Karen Seager, the AVP of Loan Servicing of
NORTHPOINTE BANK, a company, on behalf of said company.

This document was notarized using a remote notarization electronic platform
pursuant to MCL 55.286b.


Notary Public



Printed Name: Richard S. Swierczynski

My commission expires: Nov. 3, 2029

Drafted By:

**NORTHPOINTE BANK
3333 DEPOSIT DRIVE NE
GRAND RAPIDS, MI 49546**

EXHIBIT A

**BORROWER(S): LESHUNQUINA RANDOLPH, HENRY RANDOLPH HUSBAND
AND WIFE**

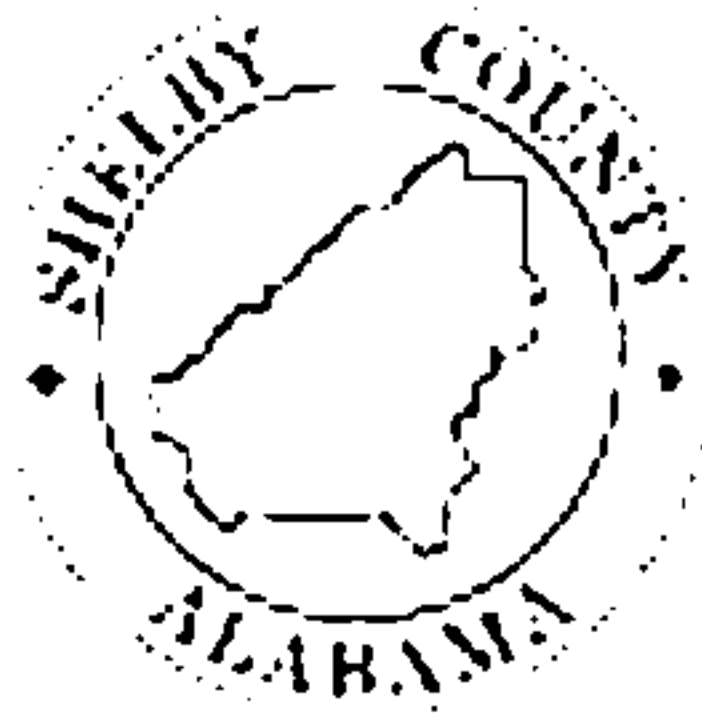
LOAN NUMBER: 5008001521

LEGAL DESCRIPTION:

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

**LOT 1203, ACCORDING TO THE SURVEY OF BLACKRIDGE PHASE 2, AS
RECORDED IN MAP BOOK 51, PAGE 63, IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA.**

ALSO KNOWN AS: 2554 BLACKRIDGE CV, HOOVER, ALABAMA 35244



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/11/2023 08:06:26 AM
\$46.00 MOLLY
20231211000355150**

Allie S. Bayl