

After Recording, Return To: 141101
Townsgate Closing Services
420 Rouser Road, Suite 500
Moon Township, PA 15108

This instrument was prepared by:
PennyMac Loan Services, LLC
Jay Botello
6101 Condor Drive, Suite 200
Moorpark, CA 93021

Source of Title:

[Space Above This Line For Recording Data]

Original Principal Amount \$314,204.00
Unpaid Principal Amount \$311,713.80
New Principal Amount \$223,867.09

Investor Loan No: 0233406715
Loan No: 82-4118202
MIN: 100083010026085677

Investor Case No. 013-0167745

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **8th** day of **February, 2024**, between **JOE E. SMITH AND ANITA J. SMITH, HUSBAND AND WIFE** ("Borrower"), **PennyMac Loan Services, LLC** ("Lender"), 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 29, 2022** and in the amount of **\$314,204.00** and recorded on **December 29, 2022** in Book, Volume, or Liber No. _____, at Page _____, of the Official Records of **SHELBY, 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:

374 HIGHWAY 83, HARPERSVILLE, AL 35078 *Instrument#20221229000462470*

[Property Address]

MERS Phone: 1-888-679-6377

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument

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the real property described being set forth as follows:

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

PIN #: 07 5 21 4 000 009.003

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 **April 1, 2024**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$223,867.09**, 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 **8.250%**, from **March 1, 2024**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,598.72**, beginning on the **1st** day of **April, 2024**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **8.250%** will remain in effect until principal and interest are paid in full. If on **March 1, 2064** (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. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and the Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
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 that they will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. Borrower understands that either a corrected Agreement or a letter agreement containing the correction will be provided for signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If Borrower elects not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement.
- 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) That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.
- h) "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.

- 6. Borrower understands that the Note and Security Instrument will not be modified unless and until (i) the Lender accepts this Agreement by signing the Loan Modification Agreement, (ii) the Modification Effective Date (as defined in Section 3) has occurred, and (iii) Bankruptcy Court approval, where applicable, has been obtained and Borrower has timely made all required trial plan payments through Court approval.
- 7. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification.


Borrower - JOE E. SMITH

Date:

2/21/24


Borrower - ANITA J. SMITH

Date:

2/21/24



ACKNOWLEDGMENT

State of Alabama§
§
§County of Shelby

I Jason Wayne White hereby certify that **JOE E. SMITH AND ANITA J. SMITH** 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.

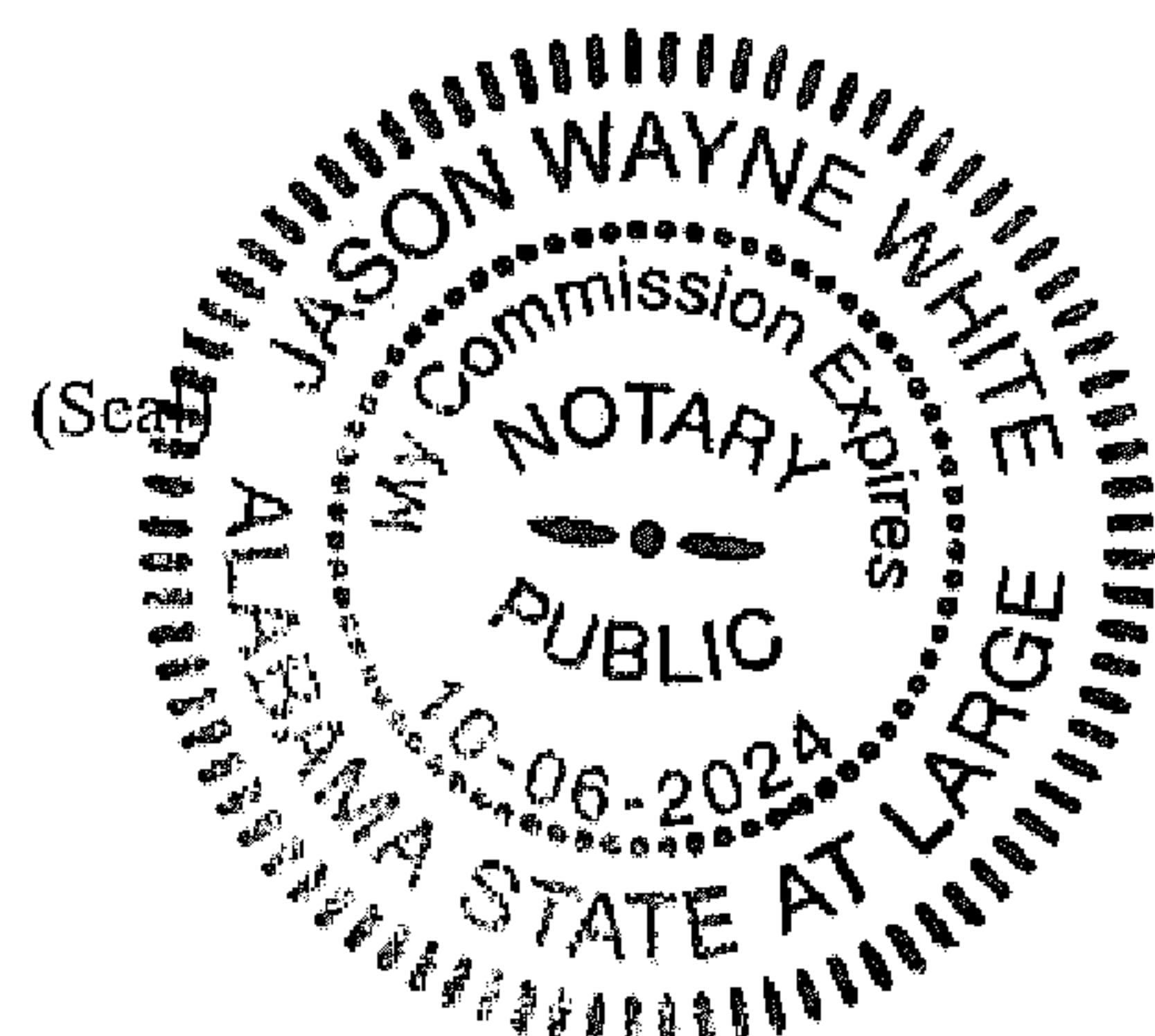
Given under my hand this 21st day of February, A. D. 2024.

Notary Public Jason Wayne White
Signature of Officer

Jason Wayne White
Printed Name

Notary Public
Title of Officer

My Commission Expires: 10/06/2024



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
 PennyMac Loan Services, LLC Mortgage Electronic Registration Systems, Inc.

 _____ (Seal) -Lender Tabitha Adamson Vice President By: _____ FEB 28 2024 _____ Date of Lender's Signature	 _____ (Seal) -MERS Tabitha Adamson Vice President By: _____ Mortgage Electronic Registration System, Inc., as nominee for PennyMac Loan Services, LLC, its successors and assigns
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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____ §
 County of _____ §

On _____ before me, _____, Notary Public
 personally appeared _____, who proved to me on the basis of satisfactory evidence to
 be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the
 same in his/her authorized capacity on behalf of the corporation, and that by his/her signature on the instrument the
 person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
 paragraph is true and correct.

WITNESS my hand and official seal.

SEE ATTACHED

(Seal)	_____ Notary Public _____ Printed Name My Commission Expires: _____
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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

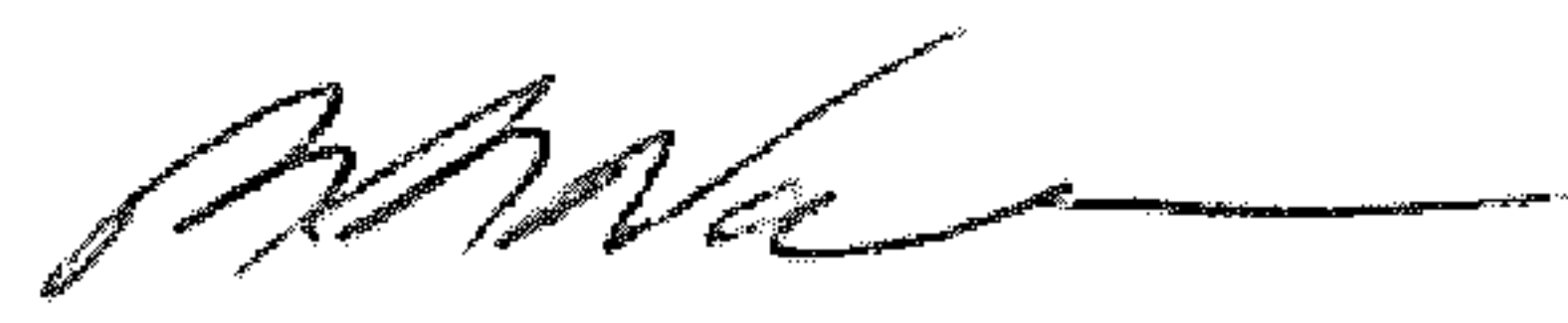
State of California
County of Ventura)

On 02/28/2024 before me, Raymond River Navarro , Notary Public
(insert name and title of the officer)

personally appeared Tabitha Adamson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

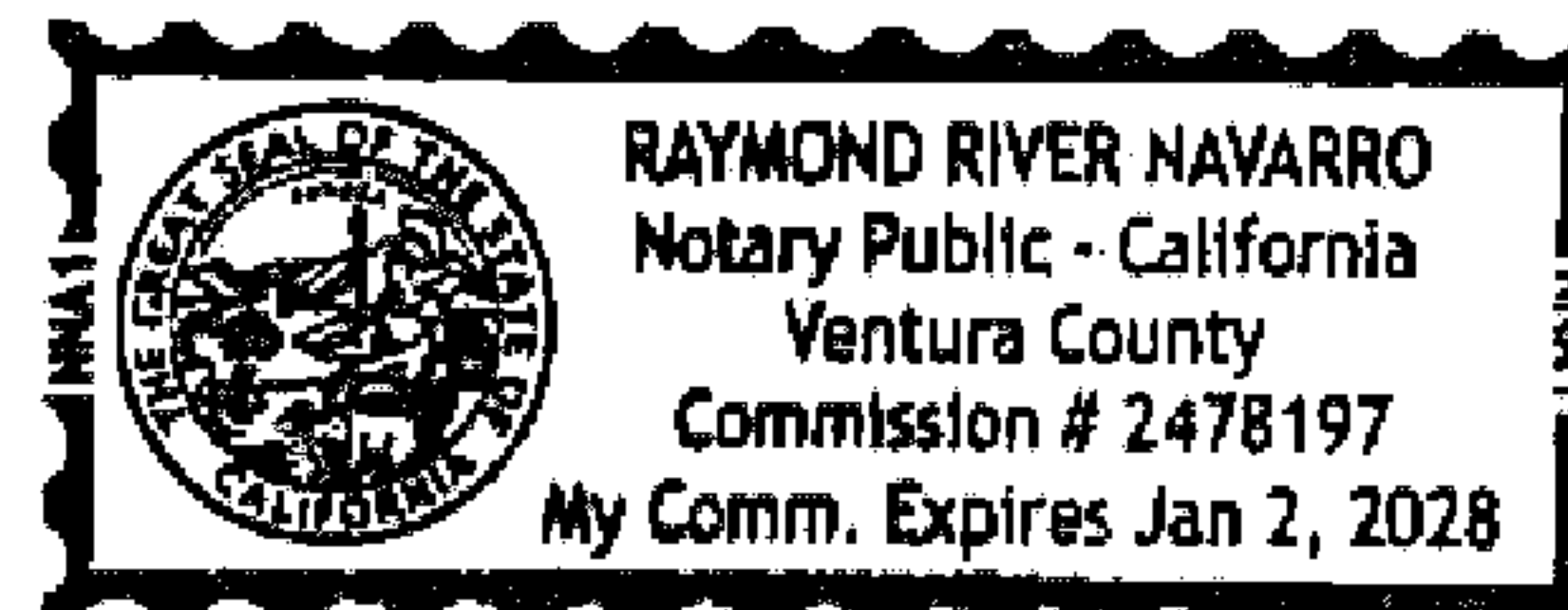
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County of Ventura

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paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

MERS Phone: 1-888-679-6377

Loan Modification Agreement—Single Family—Fannie Mac Uniform Instrument
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EXHIBIT A

BORROWER(S): JOE E. SMITH AND ANITA J. SMITH

LOAN NUMBER: 82-4118202

LEGAL DESCRIPTION:

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

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY, COUNTY, ALABAMA, TO WIT: LOT 2 ACCORDING TO THE SURVEY OF J.G. SUBDIVISION, AS RECORDED IN MAP BOOK 55, PAGE 94 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PIN #: 07 5 21 4 000 009.003

ALSO KNOWN AS: 374 HIGHWAY 83, HARPERSVILLE, AL 35078



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/07/2024 01:31:10 PM
\$384.85 JOANN
20240307000062850**

Allen S. Bayl

