

After recording please return to:
ServiceLink
Attn: Loan Modification Solutions
320 Commerce, Suite 100
Irvine, CA 92602

This instrument was prepared by:
LoanCare, LLC
Antonia Coats
3637 Sentara Way
Virginia Beach, VA 23453

Source of Title: INSTRUMENT NUMBER 20150710000233360

[Space Above This Line For Recording Data]

Original Principal Amount \$134,310.00
Unpaid Principal Amount \$131,899.04
New Principal Amount \$95,690.95

Investor Loan No: 0232929782
Loan No: 0063221675
MIN: 100336300023311852

FHA Case #: 203703013-0034594

240026532-6

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **2nd** day of **April, 2024**, between **JOSHUA STEPHEN CLINKSCALES AND MAYELA SILVA CLINKSCALES, HUSBAND AND WIFE** ("Borrower"), **LoanCare LLC**, as Agent under Limited POA for Lakeview Loan Servicing, 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 **August 2, 2022** and in the amount of **\$134,310.00** and recorded on **August 15, 2022** in Book, Volume, or Liber No. _____, at Page _____

(or as Instrument No. **20220815000317250**), 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:

1911 HIGHWAY 57, VINCENT, AL 35178

[Property Address]

MERS Phone: 1-888-679-6377

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the real property described being set forth as follows:

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

PIN #: **05 6 23 0 000 017.002**

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. **\$95,690.95**, 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 **7.250%**, from **April 1, 2024**. Borrower promises to make monthly payments of principal and interest of U.S. **\$612.11**, beginning on the **1st** day of **May, 2024**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **7.250%** will remain in effect until principal and interest are paid in full. If on **April 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. 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

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- 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

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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.


Borrower - JOSHUA STEPHEN CLINKSCALES

Date: 4 / 4 / 24


Borrower MAYELA SILVA CLINKSCALES

Date: 4 / 4 / 24

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ACKNOWLEDGMENT

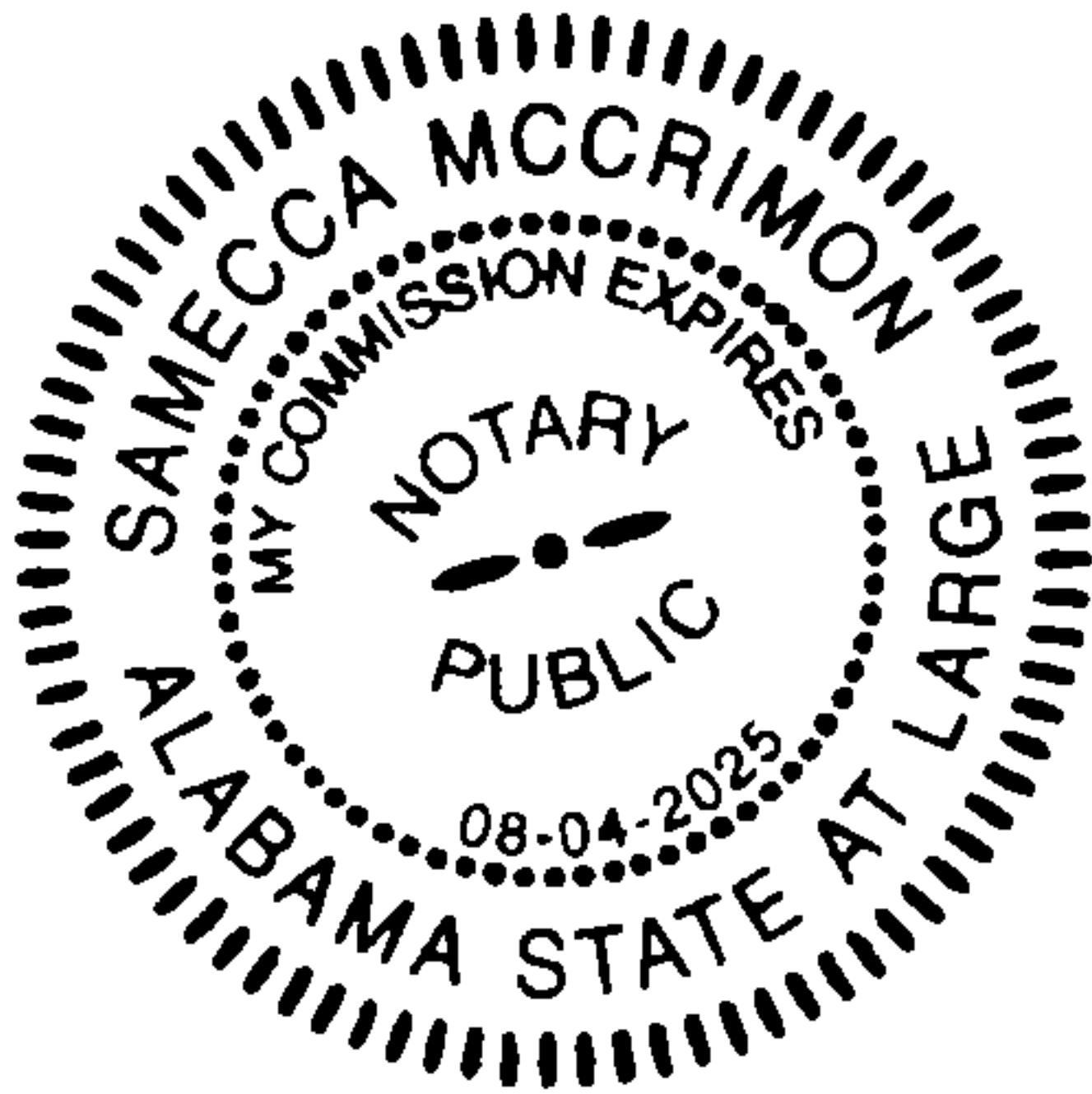
State of Alabama

County of Shelby

§
§
§

I Samecca McCrimon hereby certify that **JOSHUA STEPHEN CLINKSCALES AND MAYELA SILVA CLINKSCALES** 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 4th day of Apr, A. D. 2024.



(Seal)

[Signature]

Signature of Officer

Samecca McCrimon

Printed Name

Notary Public

Title of Officer

My Commission Expires: 8-4-2025

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ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
LoanCare LLC, as Agent under Limited POA for Lakeview Loan Servicing, LLC

By:  4/15/24
Rafael R. Anila -Lender Date of Lender's Signature
Assistant Secretary

ACKNOWLEDGMENT

State of _____ §
County of _____ §

The foregoing instrument was acknowledged before me on this _____ by _____ of LoanCare LLC, as Agent under Limited POA for Lakeview Loan Servicing, LLC a Virginia Limited Liability Company, on behalf of the Limited Liability Company.

See Attached

Signature of Person Taking Acknowledgment

Printed Name

Title or Rank

Serial Number, if any: _____

My Commission Expires: _____

(Seal)

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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 Orange)

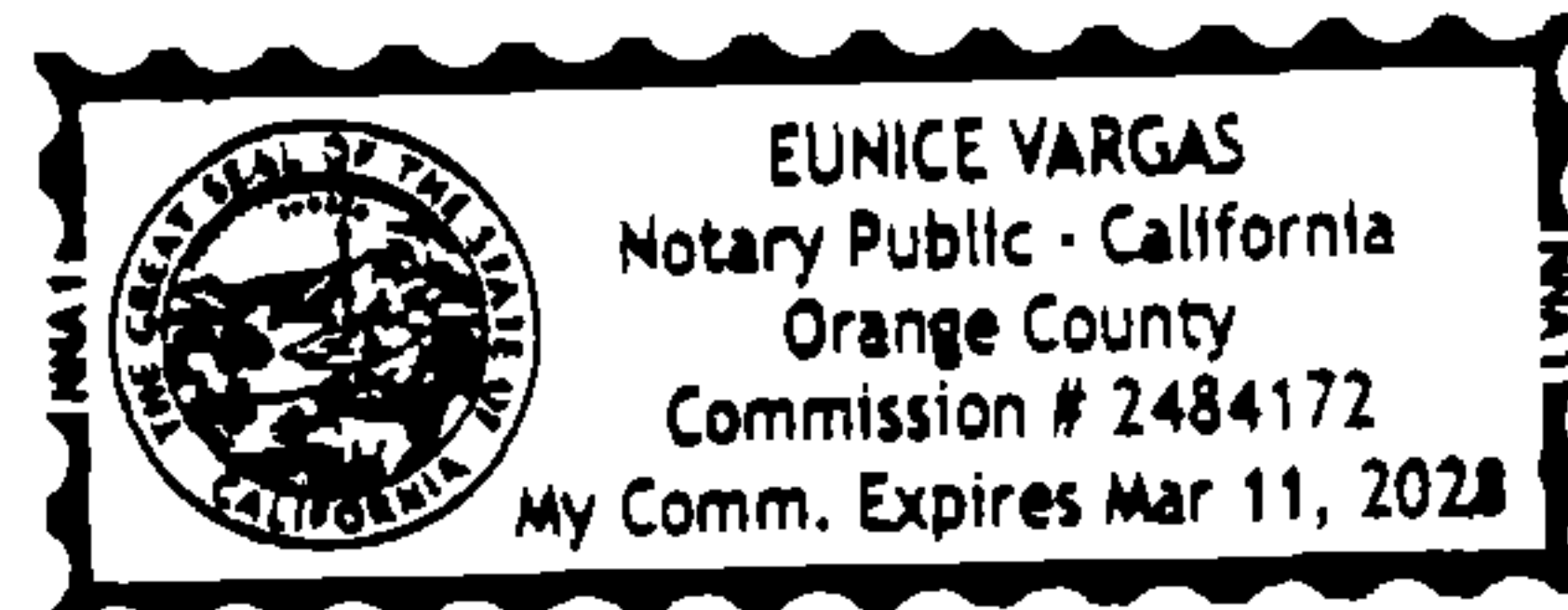
On 4/15/2024 before me, Eunice Vargas, Notary Public
(insert name and title of the officer)

personally appeared Rafael R Avila, Assistant Secretary,
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)



MERS



Mortgage Electronic Registration Systems, Inc., as nominee for **LoanCare LLC, as Agent**
under Limited POA for Lakeview Loan Servicing, LLC, its successors and assigns

Rafael R. Avila, Assistant Secretary

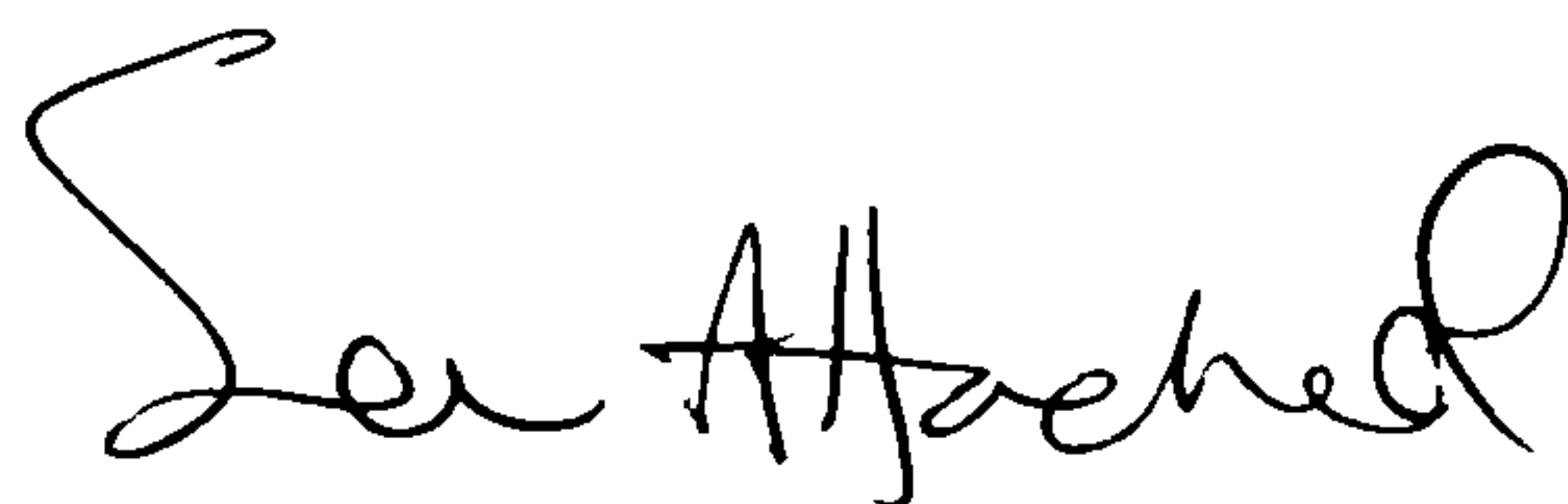
ACKNOWLEDGMENT

State of _____

§
§
§

County of _____

The foregoing instrument was acknowledged before me on this _____ of _____ by _____, _____ of _____, **Mortgage Electronic Registration Systems, Inc., as nominee for LoanCare LLC, as Agent under Limited POA for Lakeview Loan Servicing, LLC, its successors and assigns a Delaware corporation, on behalf of the corporation.**



(Seal)

Signature of Person Taking Acknowledgment

Printed Name

Title or Rank

Serial Number, if any.

My Commission Expires:

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ACKNOWLEDGMENT

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State of California
County of Orange

On 4/15/2024 before me, Eunice Vargas, Notary Public
(insert name and title of the officer)

personally appeared Rafael R Avila, Assistant Secretary,
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
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paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

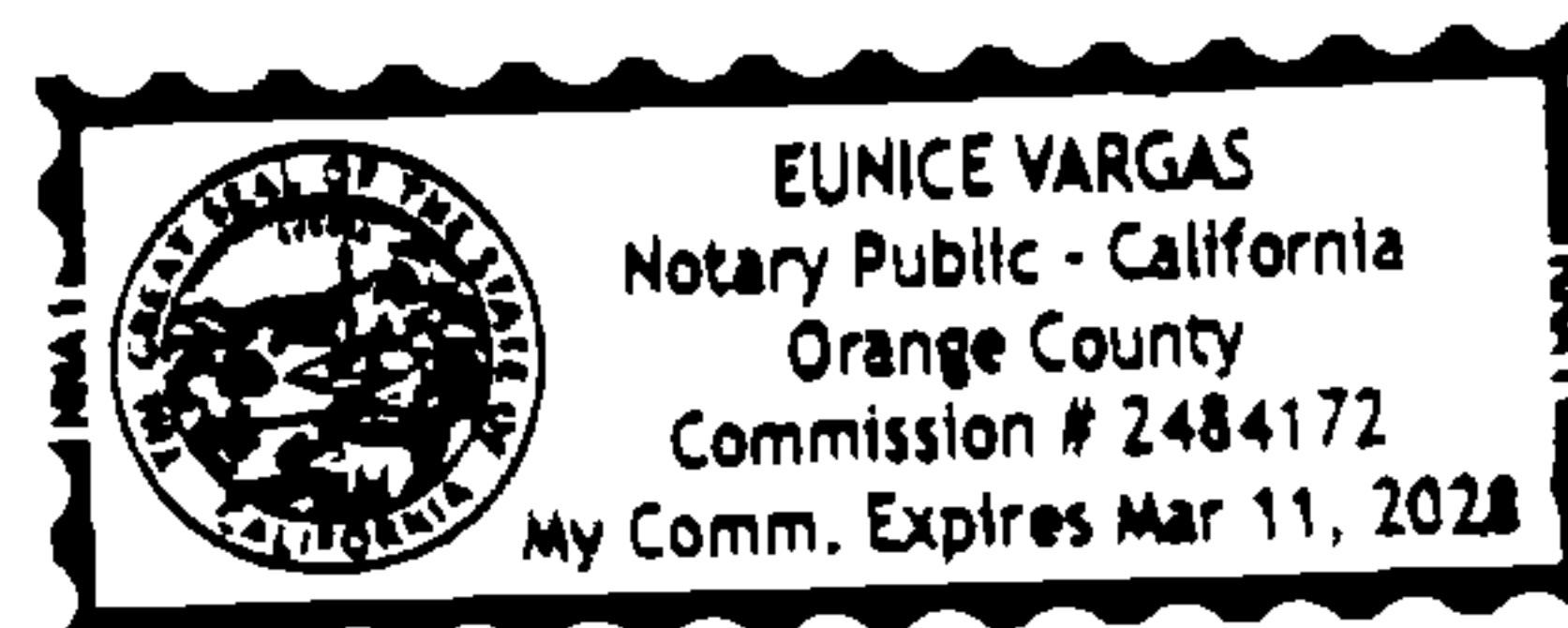


EXHIBIT A

**BORROWER(S): JOSHUA STEPHEN CLINKSCALES AND MAYELA SILVA CLINKSCALES,
HUSBAND AND WIFE**

LOAN NUMBER: 0063221675

LEGAL DESCRIPTION:

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

**THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY, COUNTY, ALABAMA, TO
WIT:**

**A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER
OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 1 EAST AND BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23,
TOWNSHIP 18 SOUTH, RANGE 1 EAST (SOUTH LINE SECTION 23 BEARING = N 89 DEGREES 53
MINUTES 27 SECONDS E) AND RUN N 41 DEGREES 32 MINUTES 01 SECONDS E 67.51 FEET TO
THE POINT OF BEGINNING; THENCE CONTINUE N 41 DEGREES 32 MINUTES 01 SECONDS E 93.69
FEET; THENCE RUN N 40 DEGREES 37 MINUTES 36 SECONDS E 334.88 FEET; THENCE RUN S 01
DEGREES 46 MINUTES 08 SECONDS W 324.60 FEET; THENCE RUN N 89 DEGREES 58 MINUTES 06
SECONDS W 270.15 FEET TO THE POINT OF BEGINNING. CONTAINING 1.00 ACRES. MORE OR
LESS.**

**ALSO INCLUDED IS A 30 FOOT INGRESS/EGRESS AND UTILITY EASEMENT THE CENTERLINE
OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF
SECTION 23, TOWNSHIP 18 SOUTH, RANGE 1 EAST AND RUN N 41 DEGREES 32 MINUTES 01
SECONDS E 67.51 FEET; THENCE RUN N 48 DEGREES 27 MINUTES 59 SECONDS W 15.00 FEET TO
THE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE; THENCE RUN ALONG SAID
CENTERLINE N 41 DEGREES 32 MINUTES 01 SECONDS E 93.57 FEET; THENCE RUN N 40
DEGREES 37 MINUTES 36 SECONDS E 334.79 FEET; THENCE RUN N 40 DEGREES 51 MINUTES 10
SECONDS E 662.18 FEET; THENCE RUN N 73 DEGREES 33 MINUTES 42 SECONDS E 74.14 FEET TO
THE WESTERLY RIGHT OF WAY (80 FOOT ROW) OF SHELBY COUNTY ROAD 57 AND THE END
OF SAID EASEMENT.**

**TOGETHER WITH A MOBILE HOME, YEAR-2015, MAKE-CAVALIER, MODEL-73BUC32683BH15,
WHICH IS PERMANENTLY AFFIXED TO AND FORMS A PART OF THE REAL PROPERTY
DESCRIBED HEREINABOVE, AS SET FORTH IN DOCUMENT RECORDED IN INSTRUMENT NO.
20150722000249240**

APN: 05 6 23 0 000 017.002

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BEING THE SAME PROPERTY CONVEYED TO JOSHUA STEPHEN CLINKSCALES AND MAYELA SILVA CLINKSCALES AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP. BY DEED FROM GARY CLINKSCALES SR., A MARRIED MAN RECORDED 07/10/2015 IN DEED INSTRUMENT NO. 2015071000023336, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA.

PIN #: 05 6 23 0 000 017.002

ALSO KNOWN AS: 1911 HIGHWAY 57, VINCENT, AL 35178

MERS Phone: 1-888-679-6377

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**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/16/2024 12:58:53 PM
\$195.55 BRITTANI
20240416000110610**



Allen S. Bezel