

**When Recorded Return To:**  
Richmond Monroe Group, Inc.  
82 Jim Linegar Lane  
Reeds Spring, MO 65737  
**Ref#: 0004190000187314**  
SPS            BBLM

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

Source of Title: INSTRUMENT NUMBER **20060324000138460**

\_\_\_\_\_  
[Space Above This Line For Recording Data]

**Original Principal Amount \$105,220.00**  
**Unpaid Principal Amount \$88,761.49**  
**New Principal Amount \$91,074.25**  
**Total Taxable Amount \$2,312.76**

**LOAN NO.: 0024992604**

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") is effective **March 6, 2024**, between **J. D. SHUMATE and JENNIFER SHUMATE**, ("Borrower") and **Select Portfolio Servicing, Inc.**, acting on behalf of the owner of the Security Instrument, ("Lender"). If Borrower's representations and covenants in Section 1 continue to be true in all material respects, then this Agreement will amend and supplement, as set forth in Section 2, the Security Instrument made by the Borrower, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **March 22, 2006** in the original principal sum of **\$105,220.00** and recorded on **March 24, 2006** in Book, Volume, or Liber No. **N/A**, at Page **N/A** (or as Instrument No. **20060324000138470**) of the **Official Records of SHELBY, Alabama** and (2) the Note, bearing the same date as, and secured by, the Security Instrument and defined therein as the "Property", located at **1020 MERIWEATHER DRIVE, CALERA, AL 35040**. The Note and Security Instrument are collectively referred to in this Agreement as the "Loan Documents."

**PIN #: 28 4 20 0 000 124.000**

Loan Modification Agreement

Page 1 of 8

67680AL 01/23



1. Borrower Representations and Covenants. Borrower certifies, represents, covenants, and agrees as follows:
  - a. Borrower is experiencing a financial hardship, and as a result, (i) is in default under the Security Instrument or default is imminent, and (ii) Borrower does not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future.
  - b. There has been no impermissible change in the ownership of the Property since Borrower signed the Security Instrument.
  - c. If requested by Lender, Borrower has provided documentation for all income that they receive.
  - d. All documents and information Borrower has provided to Lender in connection with this Agreement, including the documents and information regarding eligibility for this Agreement, are complete, true and correct.
  - e. Borrower has made or will make all payments required under a trial modification plan or loan workout plan, if applicable.
  - f. The property is neither in a state of disrepair, nor condemned.
  - g. Borrower is not a party to any litigation involving the Loan Documents, except to the extent the Borrower may be a defendant in a foreclosure action.
2. The Modification. If Borrower's representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on **March 1, 2024** (the "Modification Effective Date") and all late charges that remain unpaid will be waived. Borrower understands that if they fail to make any payments as a precondition to this modification under a workout plan or trial modification plan, this modification will not take effect. The first modified payment will be due on **April 1, 2024**.
  - a. The Maturity Date will be **October 1, 2037**.
  - b. The modified principal balance of the Security Instrument will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to the account associated with the Security Instrument. The new principal balance of the Security Instrument will be **\$91,074.25** (the "New Principal Balance"). Borrower understands that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. Borrower also understands that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.
  - c. Interest at the rate of **7.000%** will begin to accrue on the Interest Bearing Principal Balance as of **March 1, 2024** and the first new monthly payment on the Interest Bearing Principal Balance will be due on **April 1, 2024**. The payment schedule for the modified Lien Documents is as follows:



Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
2024 - 2037	7.000%	03/01/2024	\$629.07	\$368.13, may adjust periodically	\$997.20, may adjust periodically	04/01/2024	163
<b>A final balloon payment on the Interest Bearing Principal Balance of \$64,570.08 is due on the Maturity Date.</b>							

\*The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly.

The above terms in this Section 2.c shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate. Interest will be charged on unpaid principal until the full amount of the Principal Balance has been paid. I will pay interest at a yearly rate of **7.000%**.

Borrower understands that, if they have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for the modified Security Instrument will be the minimum payment that will be due each month for the remaining term of the Security Instrument. The modified Security Instrument will not have a negative amortization feature that would allow Borrower to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

**BALLOON NOTICE.** In order to reach an affordable payment, we extended your amortization term, which is the rate or speed by which your mortgage is calculated to be paid off; however, your maturity term, which is the period of time until your mortgage becomes due and payable, could not be fully extended to an equal term. This is because the investor on your account allows us to change your amortization term but does not allow us to change the maturity term to match. As a result of the difference between these two periods, there will be an amount due of **\$64,570.08** on the date your lien matures on **October 1, 2037**. The amount due at maturity is in addition to your monthly scheduled payment that you received as part of your modification.

- d. Borrower has agreed to establish an escrow account to pay for property taxes and homeowner's insurance and pay a monthly escrow payment in the initial amount of **\$368.13**. Borrower's total monthly payment of principal, interest and escrow will therefore be equal to **\$997.20**. Borrower acknowledges that the payments attributable to insurance and taxes are determined by the state taxing authorities and insurance companies and therefore, are subject to change from time to time. Borrower will be notified of any changes.

3. Other Agreements. Borrower and Lender also agree to the following:

- a. This Agreement shall supersede any modification, forbearance, trial period plan, or other workout plan that Borrower previously entered into with Lender.





- b. The Security Instrument and Note, as modified by this Agreement, are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- c. The Borrower acknowledges and agrees the Security Instrument and Note are not discharged and all terms of the Security Instrument and Note, except as expressly modified by this Agreement, or by the U.S. Bankruptcy Code, remain in full force and effect. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Note and Security Instrument.
- d. Borrower will be bound by and comply with all covenants, agreements, and requirements of the Security Instrument as modified by the Agreement and the Security Instrument, including all requirements to make payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Note and Security Instrument.
- e. If any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the Loan Documents as amended by this Agreement, within ten (10) days after receipt of the Lender's request, Borrower will execute, acknowledge, initial, and deliver to the Lender any documentation the Lender deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). If Borrower fails to do so, Borrower will be liable for any and all loss or damage which the Lender reasonably sustains as a result of Borrower's failure. At Lender's option, this Agreement will be void and of no legal effect upon notice of such loss, misplacement, misstatement, or inaccuracy. 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, and Borrower will not be eligible for a modification.
- f. The mortgage insurance premiums due from Borrower, if applicable, may increase as a result of the capitalization, which will result in a higher total monthly payment. Furthermore, the date on which Borrower may request cancellation of mortgage insurance may change as a result of the New Principal Balance.
- g. As of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, Borrower agrees as follows: If all or any part of the Property or any interest in it is sold or transferred without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, the Lender shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. If the Lender exercises this option, the lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days – depending on state law and other requirements – from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Mortgage without further notice or demand on the Borrower.
- h. As of the Modification Effective Date, a buyer of the Property will not be permitted, under any circumstance, to assume the Loan. In any event, this Agreement may not be assigned to, or assumed by, a buyer of the Property.
- i. All payment amounts specified in this Agreement assume that payments will be made as scheduled.
- j. If Borrower is in bankruptcy upon execution of this document, Borrower will cooperate fully with Lender in obtaining any required bankruptcy court and trustee approvals in accordance with local court



rules and procedures. Borrower understands that if such approvals are not received, then the terms of this Agreement will be null and void. If this Agreement becomes null and void, the terms of the original Loan Documents shall continue in full force and effect, and such terms shall not be modified by this Agreement.

- k. If Borrower(s) received a discharge in a Chapter 7 bankruptcy subsequent to the execution of the Loan Documents, Lender agrees that such Borrower(s) will not have personal liability on the debt pursuant to this Agreement.
- l. In agreeing to the changes to the original Loan Documents as reflected in this Agreement, Lender has relied upon the truth and accuracy of all of the representations made by Borrower(s), both in this Agreement and in any documentation provided by or on behalf of Borrower(s) in connection with this Agreement. If Lender subsequently determines that such representations or documentation were not truthful or accurate, Lender may, at its option, rescind this Agreement and reinstate the original terms of the Loan Documents as if this Agreement never occurred.

**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.



The Borrower(s) and Lender have signed this Agreement as of the Effective Date.

[Signature] Date: 4/15/24  
Borrower - J. D. SHUMATE

[Signature] Date: 4/15/24  
Borrower - JENNIFER SHUMATE

ACKNOWLEDGMENT

State of Alabama §  
County of Shelby §

I Anita M. Billingsley hereby certify that **J. D. SHUMATE AND JENNIFER SHUMATE** 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 15<sup>th</sup> day of April, A. D. 2024.

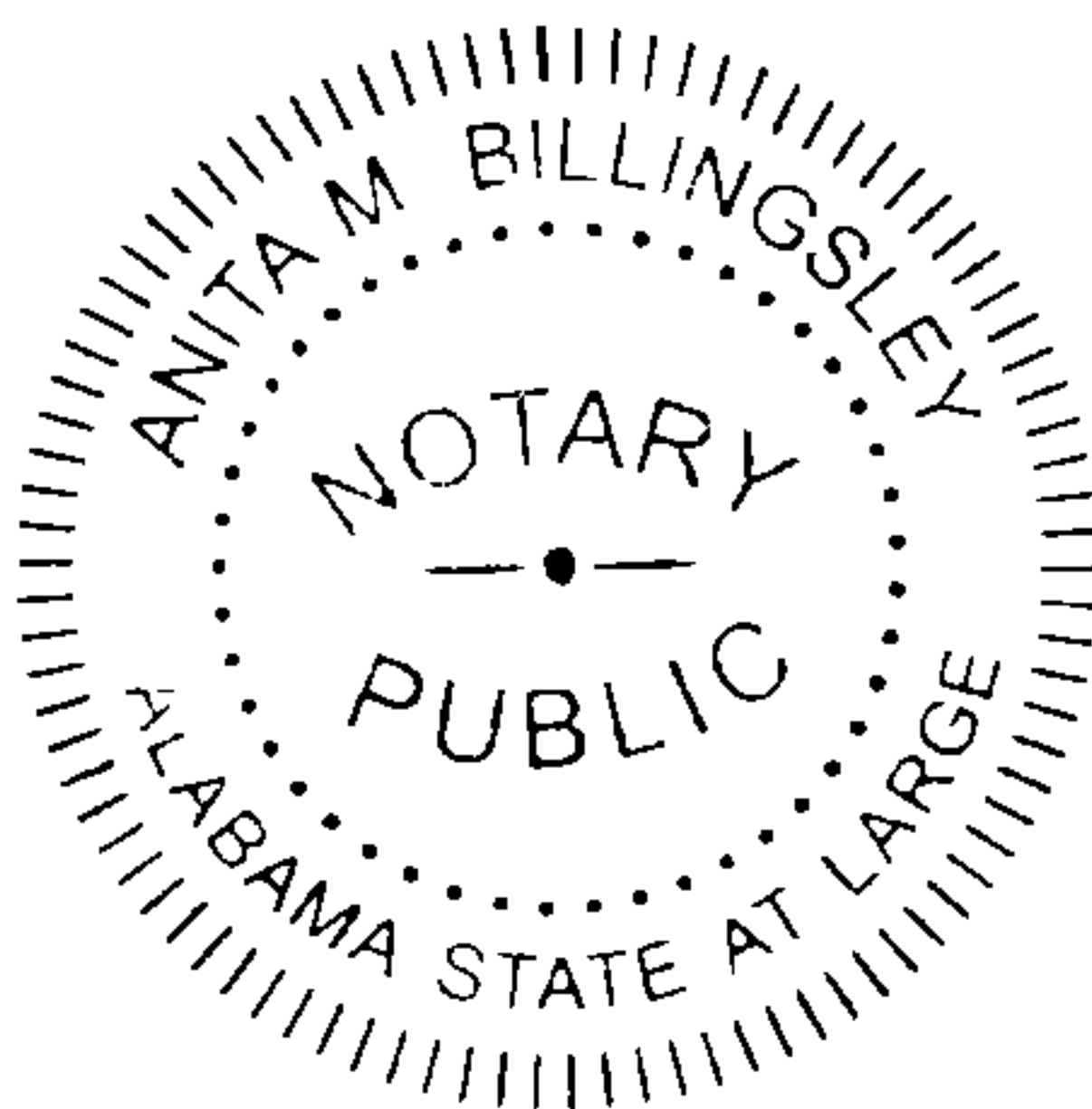
[Signature]  
Signature of Officer

Anita M. Billingsley  
Printed Name

Notary Public  
Title of Officer

(Seal)

My Commission Expires: 12/10/24



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID OBLIGATION TO PAY  
Select Portfolio Servicing, Inc

By: Yanko Arreguin  
Document Control Officer

-Lender

**MAY 07 2024**

Date of Lender's Signature

ACKNOWLEDGMENT

State of Utah

County of Salt Lake

§  
§  
§

On this 7, day of MAY 2024, personally appeared before me  
Yanko Arreguin, 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 Document Control Officer  
acknowledged to me that said Corporation executed the same.

Vicky Padilla  
Signature of Notary Public

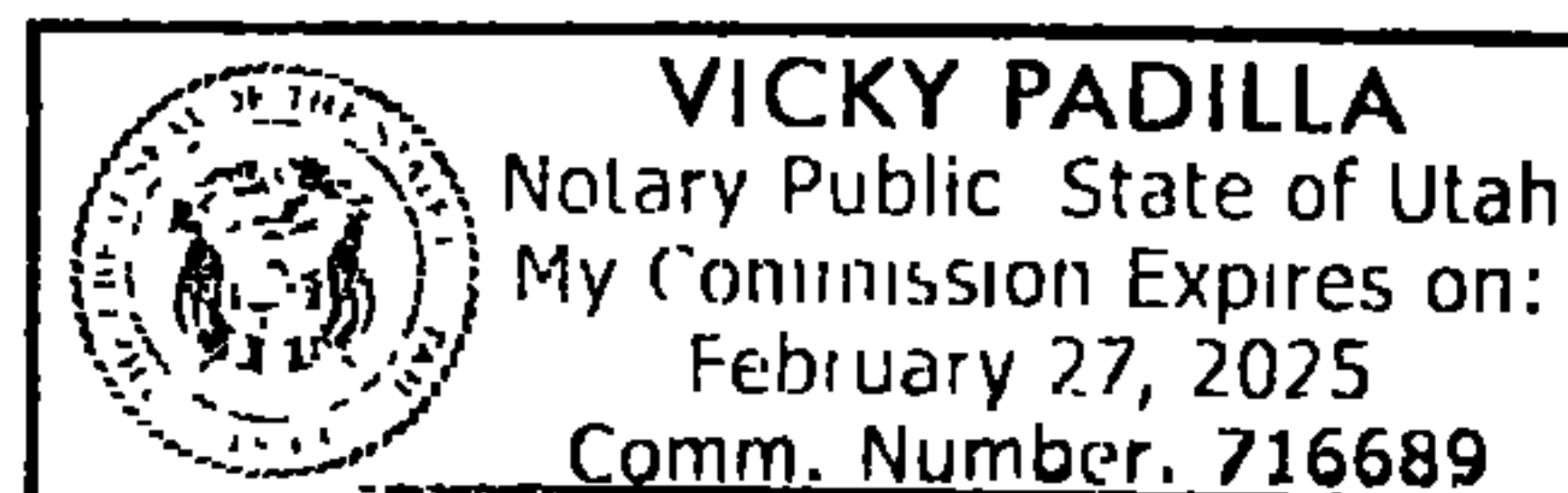
Vicky Padilla

Printed Name

Residing at: Utah

My Commission Expires: **FEB 27 2025**

(Seal)



**EXHIBIT A**

**BORROWER(S): J. D. SHUMATE AND JENNIFER SHUMATE**

**LOAN NUMBER: 0024992604**

**LEGAL DESCRIPTION:**

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

**LOT 45, ACCORDING TO THE SURVEY OF FINAL PLAT OF THE MEADOWS AT MERIWEATHER, PHASE 2, AS RECORDED IN MAP BOOK 35, PAGE 84, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**PIN #: 28 4 20 0 000 124.000**

**ALSO KNOWN AS: 1020 MERIWEATHER DRIVE, CALERA, AL 35040**



**Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
06/03/2024 12:11:25 PM  
\$179.65 PAYGE  
20240603000164590**

*Allen S. Bayl*

