

After recording please return to:
ServiceLink **149646**
Attn: Loan Modification Solutions
320 Commerce, Suite 100
Irvine, CA 92602

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 \$504,429.00
Unpaid Principal Amount \$485,406.72
New Principal Amount \$527,456.18

Investor Loan No: 0225887855
Loan No: 8-32811067

Investor Case No. 222260756190

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 16th day of March, 2024, between JOHN E. SWINDLE AND MARY IMOGENE SWINDLE, HUSBAND AND WIFE ("Borrower"), PennyMac Loan Services, LLC ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated March 21, 2020 and in the amount of \$504,429.00 and recorded on March 27, 2020 in Book, Volume, or Liber No.

, at Page **Instrument#20200327000120560**, 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:

1399 HIGHLAND LAKES TRAIL, BIRMINGHAM, AL 35242

[Property Address]

the real property described being set forth as follows:

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



PIN #: 09 2 04 0 003 071.000

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 **May 1, 2024**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$527,456.18**, 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 **7.000%**, from **April 1, 2024**. Borrower promises to make monthly payments of principal and interest of U.S. **\$3,509.18**, 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 **7.000%** will remain in effect until principal and interest are paid in full. If on **April 1, 2054** (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. 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.

- 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.

John E Swindle
 Borrower - JOHN E. SWINDLE

Date: 4, 8, 2024

Mary Imogene Swindle
 Borrower - MARY IMOGENE SWINDLE *SIGNING SOLELY
 TO ACKNOWLEDGE THIS AGREEMENT, BUT
 NOT TO INCUR ANY PERSONAL LIABILITY
 FOR THE DEBT

Date: 4, 8, 2024



ACKNOWLEDGMENT

State of Alabama

§
§
§

County of Shelby

I Carol H. Walther hereby certify that **JOHN E. SWINDLE AND MARY IMOGENE SWINDLE** 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 8th day of April, A. D. 2024.

Carol H. Walther

Signature of Officer

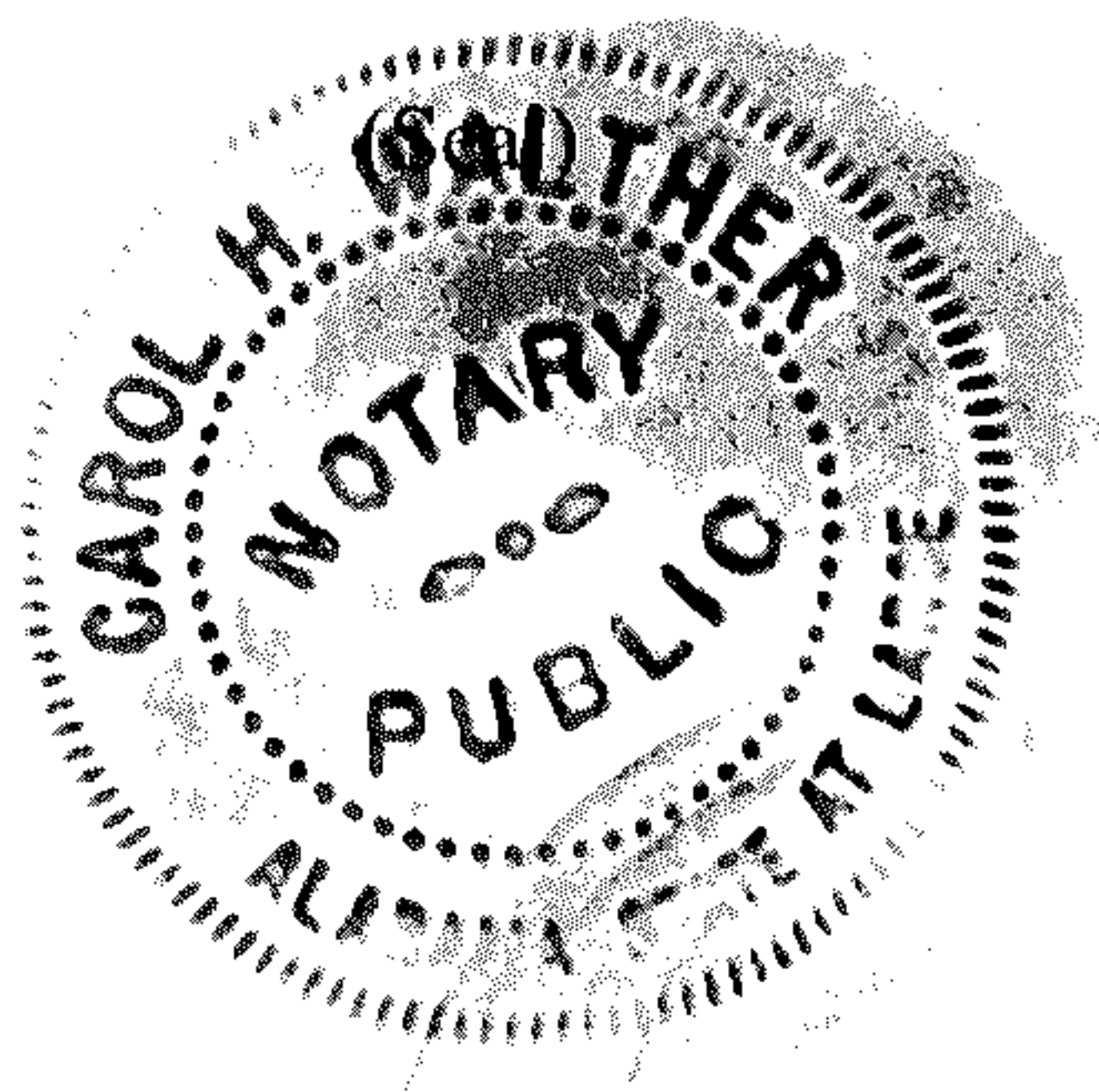
CAROL H. WALTHER

Printed Name

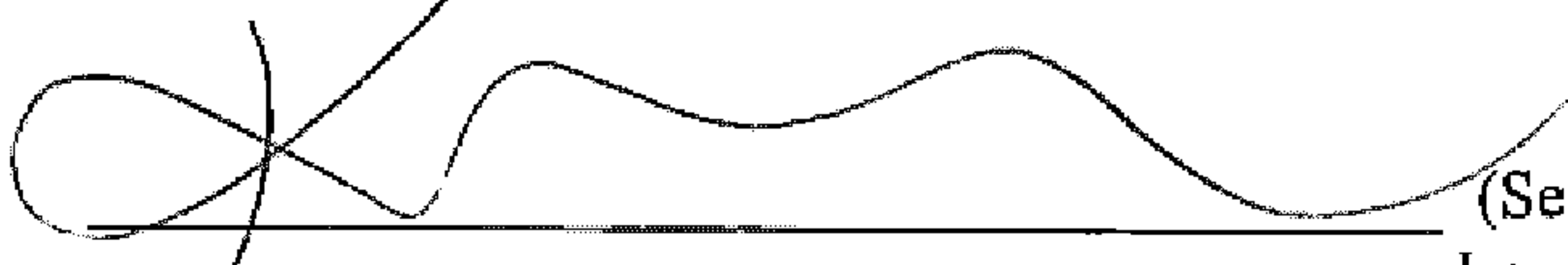
Notary Public

Title of Officer

My Commission Expires: Oct 28, 2024



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
PennyMac Loan Services, LLC


(Seal)
-Lender

By: Karen Denton
First Vice President

APR 12 2024

Date of Lender's Signature

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.

Notary Public

Printed Name

My Commission Expires: _____

(Seal)

SEE ATTACHED



EXHIBIT A

BORROWER(S): JOHN E. SWINDLE AND MARY IMOGENE SWINDLE

LOAN NUMBER: 8-32811067

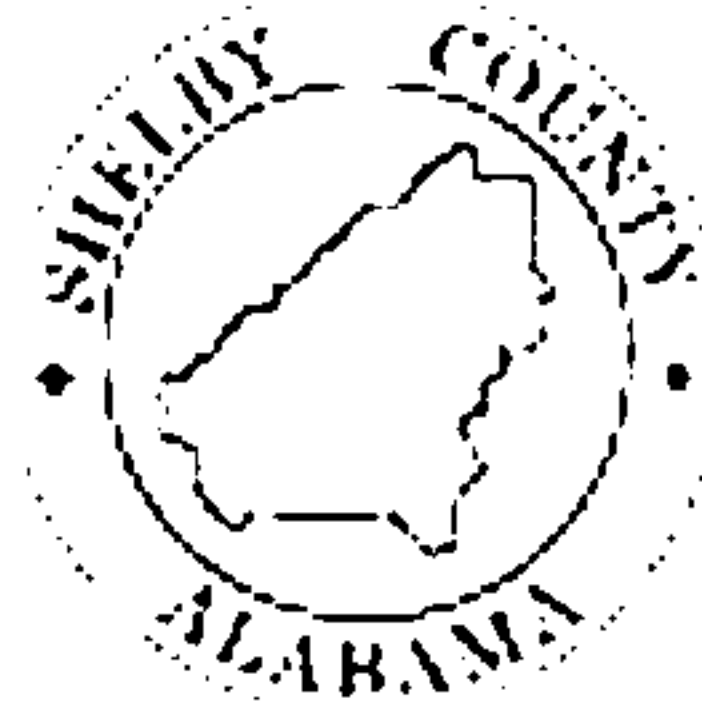
LEGAL DESCRIPTION:

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

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT: LOT 366-A, ACCORDING TO THE RESURVEY OF LOTS 365, 366 AND 367, OF THE AMENDED MAP OF HIGHLAND LAKES, 3RD SECTOR, PHASE I, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 23, PAGE 31, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. TOGETHER WITH NONEXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREA ALL AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENT AND MASTER PROTECTIVE COVENANTS FOR HIGHLAND LAKES, RESIDENTIAL SUBDIVISION, RECORDED AS INSTRUMENT #1994-07111 AND AMENDED IN INSTRUMENT #1996-17543, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA AND THE DECLARATION OF COVENANTS, CONDITION AND RESTRICTION FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, 3RD SECTOR, RECORDED AS INSTRUMENT #1996-17544, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, (WHICH TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS THE DECLARATION).

PIN #: 09 2 04 0 003 071.000

ALSO KNOWN AS: 1399 HIGHLAND LAKES TRAIL, BIRMINGHAM, AL 35242



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/12/2024 02:36:04 PM
\$834.25 JOANN
20240612000175770

Allie S. Beyle

