

**Source of Title**

Deed Book N/A

Page N/A

Instrument No. 20061106000544360

**After Recording Return To:**

RUTH RUHL, P.C.

Attn: Recording Department

12700 Park Central Drive, Suite 850

Dallas, Texas 75251

**This Document Prepared By:**

Ruth Ruhl, Esquire

RUTH RUHL, P.C.

12700 Park Central Drive, Suite 850

Dallas, Texas 75251

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

Loan No.: 503659756

Investor Loan No.: 503659756

## **RESCISSION OF LOAN MODIFICATION AGREEMENT**

**Borrower(s):** JAMES C LARUSSA JR AKA JAMES LARUSSA, JR, AN UNMARRIED MAN

**Lender:** Lakeview Loan Servicing, LLC, by Flagstar Bank FSB as attorney in fact under Limited POA, and its successor or assigns

**Property:** 109 1ST AVE W, HELENA, Alabama 35080

**Note:** The promissory note(s) in the amount of \$124,592.00 dated August 23rd, 2012 by Borrower in favor of Lender or any assignee of Lender.

**Security Instrument:** The Deed of Trust/Mortgage/Security Deed, of even date therewith by Borrower in favor of Lender, securing payment of the Note, recorded on September 5th, 2012 in SHELBY County, Alabama in Volume/Book N/A, Page N/A, Instrument Number 20120905000335150.

**“The original loan amount was \$ 124,592.00 and the Unpaid Principal Balance is \$89,266.01. The portion of the Unpaid Principal Balance which is subject to mortgage registry tax is \$89,266.01.”**

**Reason for Modification: MATURITY DATE EXTENSION**

Loan No.: 503659756

**Loan Modification Agreement:** The Loan Modification Agreement in the amount of \$101,021.19, dated December 1st, 2021 by Borrower in favor of Lender recorded on January 14th, 2022 in SHELBY County, Alabama in Volume/Book N/A, Page N/A, Instrument Number 20220114000017200.

This Rescission of the Loan Modification Agreement made this 21st day of May, 2024 between JAMES C LARUSSA JR AKA JAMES LARUSSA, JR, AN UNMARRIED MAN ("Borrower") and Lakeview Loan Servicing, LLC, by Flagstar Bank FSB as attorney in fact under Limited POA ("Lender") is mutually agreed upon by both parties to rescind the above-referenced Loan Modification Agreement, which a copy is described therein as follows:

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

Further, Borrower and Lender mutually agree, and Borrower understands that Borrower will resume making payments pursuant to the original terms of the above-referenced Note and Security Instrument.

As of May 21st, 2024, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$89,266.01. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. If on September 1st, 2042, (the "Maturity Date"), Borrower still owe amounts under the Note and the Security Instrument, Borrower will pay these amounts in full on the Maturity Date.

This Rescission of Loan Modification Agreement is intended to expunge the above-referenced Loan Modification Agreement from the chain of title on the Property, the real property described as:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

This Rescission of Loan Modification Agreement shall inure to the benefit Lender's successors and assigns and be binding upon the heirs, devisees, personal representatives, successors and assigns of Borrower.

Loan No.: 503659756

7/13/2024  
Date

[Signature] (Seal)  
JAMES C LARUSSA JR AKA JAMES LARUSSA, JR -Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

### BORROWER ACKNOWLEDGMENT

State of Alabama §

County of Shelby §

I, James C. Larussa Jr AKA James Larussa, Jr., a Notary Public [name and style of officer],  
hereby certify that JAMES C LARUSSA JR AKA JAMES LARUSSA, JR

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 13<sup>th</sup> day of July, A.D. 2024.

(Seal)

[Signature]  
Notary Signature

Notary Public Tressy A. Standridge  
Style of Officer  
My Commission Expires: \_\_\_\_\_



Loan No.: 503659756

Flagstar Bank FSB as attorney in fact  
under Limited POA for Lakeview -Lender  
Loan Servicing, LLC

07-16-2024

-Date

By: Barrión D. Dearman

Its: Loss Mitigation Asset Administrator

### LENDER ACKNOWLEDGMENT

State of Florida §  
County of Duval §  
§

I, Sharon Denese Smith, a Notary Public in and for said County in said State, hereby certify that Barrión D. Dearman whose name as Loss Mitigation Asset Administrator of Flagstar Bank FSB as attorney in fact under Limited POA for Lakeview Loan Servicing, LLC

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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the 16<sup>th</sup> day of July, 2024.

(Seal)

Sharon Denese Smith

Notary Signature

Notary Public Sharon Denese Smith  
Style of Officer  
My Commission Expires: 12-12-2026



SHARON DENESE SMITH  
Notary Public  
State of Florida  
Comm# HH340302  
Expires 12/12/2026

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MORTAMEN 1/6

This Document Prepared By:  
**EDNA KENDRICK**  
**FLAGSTAR BANK, FSB**  
**532 RIVERSIDE AVE.**  
**JACKSONVILLE, FL 32202**  
**800-393-4887**

When Recorded Mail To:  
**FIRST AMERICAN TITLE CO.**  
**FAMS – DTO RECORDING**  
**3 FIRST AMERICAN WAY**  
**SANTA ANA, CA 92707-9991**

Source of Title: **INSTRUMENT NO. 20061106000544360**  
Tax/Parcel #: **13 5 15 3 004 006.000**

\_\_\_\_\_ [Space Above This Line for Recording Data] \_\_\_\_\_  
**Original Principal Amount: \$124,592.00**      **FHA\VA Case No.: 703 011-7446057**  
**Unpaid Principal Amount: \$103,758.94**      **Loan No: 0503659756**  
**New Principal Amount: \$101,021.19**  
**New Money (Cap): \$0.00**

## **LOAN MODIFICATION AGREEMENT (MORTGAGE)**

**\* AN UNMARRIED MAN**

This Loan Modification Agreement (“Agreement”), made this **1ST** day of  
**DECEMBER, 2021**, between **JAMES C. LARUSSA, JR. AKA JAMES LARUSSA, JR.\***  
 (“Borrower”), whose address is **109 1ST AVE W, HELENA, AL 35080** and **LAKEVIEW**



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**LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA ("Lender")**, whose address is **532 RIVERSIDE AVE., JACKSONVILLE, FL 32202**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **AUGUST 23, 2012** and recorded on **SEPTEMBER 5, 2012** in **INSTRUMENT NO. 20120905000335150**, 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

**109 1ST AVE W, HELENA, ALABAMA 35080**

(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, **NOVEMBER 1, 2021** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$101,021.19**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **\$0.00**.
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 **3.1250%**, from **NOVEMBER 1, 2021**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **432.75**, beginning on the **1ST** day of **DECEMBER, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 1, 2051** (the "Maturity Date"), the 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

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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. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**
6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary 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.

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In Witness Whereof, I have executed this Agreement.



Borrower: **JAMES C. LARUSSA, JR. AKA JAMES LARUSSA, JR.**

12/14/2021  
Date

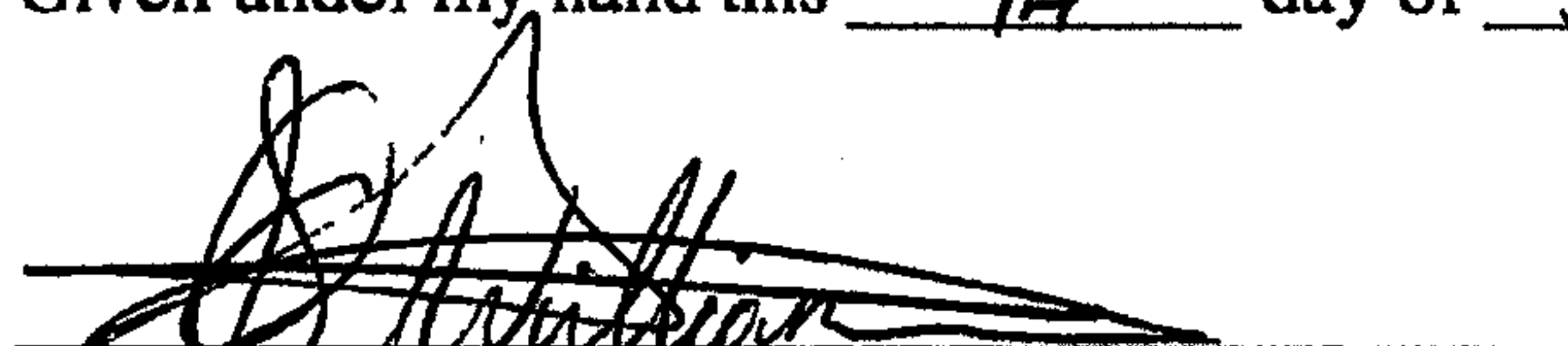
[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

The State of **ALABAMA** )  
Shelby County )

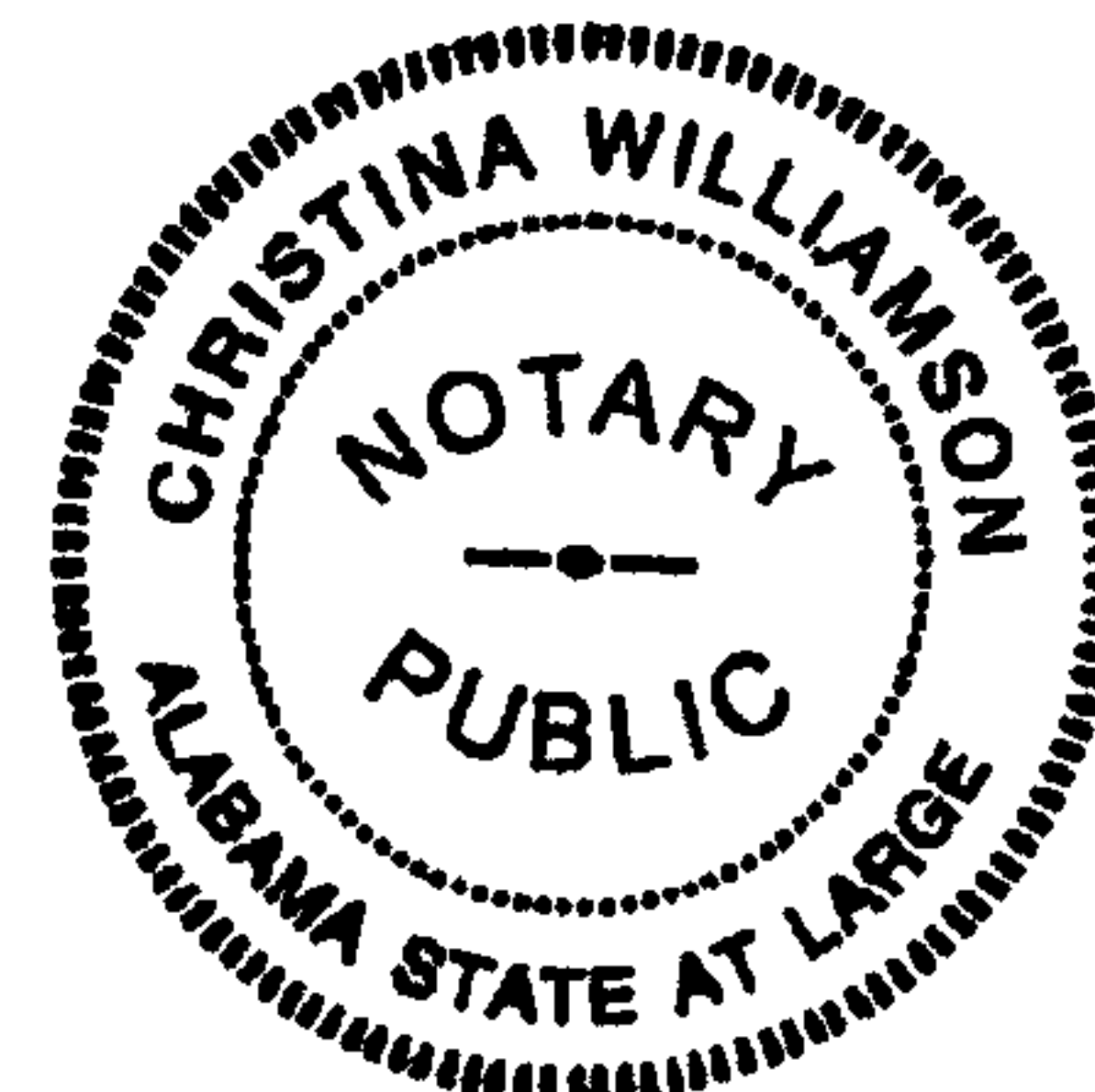
I, a Notary Public, hereby certify that **JAMES C. LARUSSA, JR. AKA JAMES LARUSSA, JR.** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily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

Given under my hand this 14<sup>th</sup> day of December, 2021.

  
Notary Public

Print Name Christina Williamson

My commission expires: 11-03-2025





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In Witness Whereof, the Lender has executed this Agreement.

**LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY  
IN FACT UNDER LIMITED POA**

Maria Wolcott

Maria Wolcott

12-16-21

By

(print name)

Date

(title)

**Vice President**

\_\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

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 CA)

County of Orange)

On 12/16/2021 before me Lisa Olivares Notary

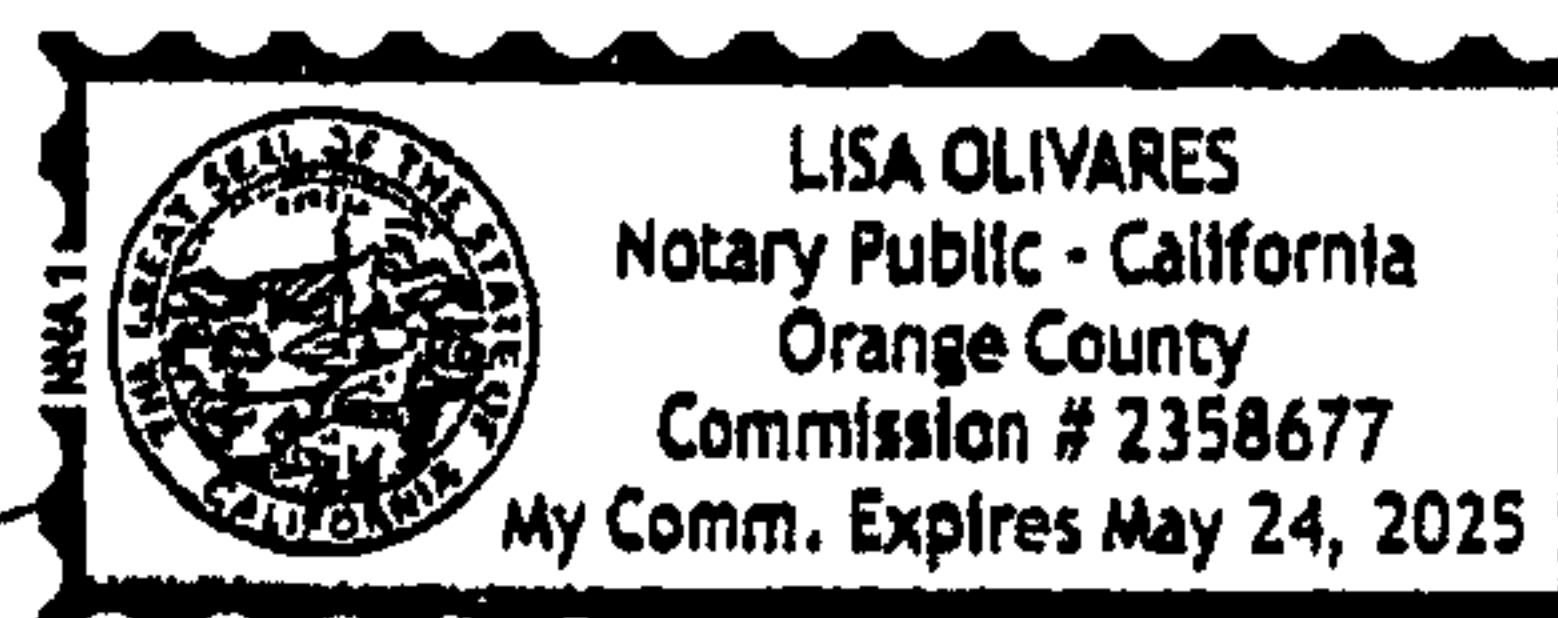
Public, personally appeared Maria Wolcott, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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

Signature of Notary Public



(Seal)

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**EXHIBIT A**

**\* AN UNMARRIED MAN**

**BORROWER(S): JAMES C. LARUSSA, JR. AKA JAMES LARUSSA, JR.\***

**LOAN NUMBER: 0503659756**

**LEGAL DESCRIPTION:**

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

**A PART OF LOT NUMBER 1 IN BLOCK NUMBER 5 IN THE TOWN OF HELENA, ALABAMA ACCORDING TO THE PLAT OF SAID TOWN AS SURVEYED BY JOSEPH SQUIRE V.S. AS RECORDED IN MAP BOOK 3, PAGE 121, DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NORTHWEST CORNER OF SAID LOT ON 1ST AVENUE ON BRANCH ALLEY, THENCE EASTERLY ALONG 1ST AVENUE 170 FEET TO A FOUND IRON PIN; THENCE IN A SOUTHERLY DIRECTION WITH AN INTERIOR ANGLE OF 89 DEGREES 33 MINUTES 07 SECONDS COUNTERCLOCKWISE 119.97 FEET TO A FOUND IRON PIN; THENCE IN A WESTERLY DIRECTION WITH AN INTERIOR ANGLE OF 94 DEGREES 01 MINUTES 29 SECONDS COUNTERCLOCKWISE 137.56 FEET TO 3 FOUND IRON PIN ON BRANCH ALLEY; THENCE IN A NORTHERLY DIRECTION WITH AN INTERIOR ANGLE OF 100 DEGREES 18 MINUTES 24 SECONDS COUNTERCLOCKWISE ALONG BRANCH ALLEY 132.42 FEET TO THE POINT OF COMMENCEMENT, SAID ALLEY ESTABLISHED BY DEED AND EXISTING MONUMENTS, SITUATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 20, RANGE 3 WEST, SHELBY COUNTY, ALABAMA.**

**ALSO KNOWN AS: 109 1ST AVE W, HELENA, ALABAMA 35080**



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
01/14/2022 08:39:35 AM  
\$188.65 JOANN  
20220114000017200

*Allen S. Bayl*

Exhibit B

\* AN UNMARRIED MAN

**BORROWER(S): JAMES C. LARUSSA, JR. AKA JAMES LARUSSA, JR.\***

**LOAN NUMBER: 0503659756**

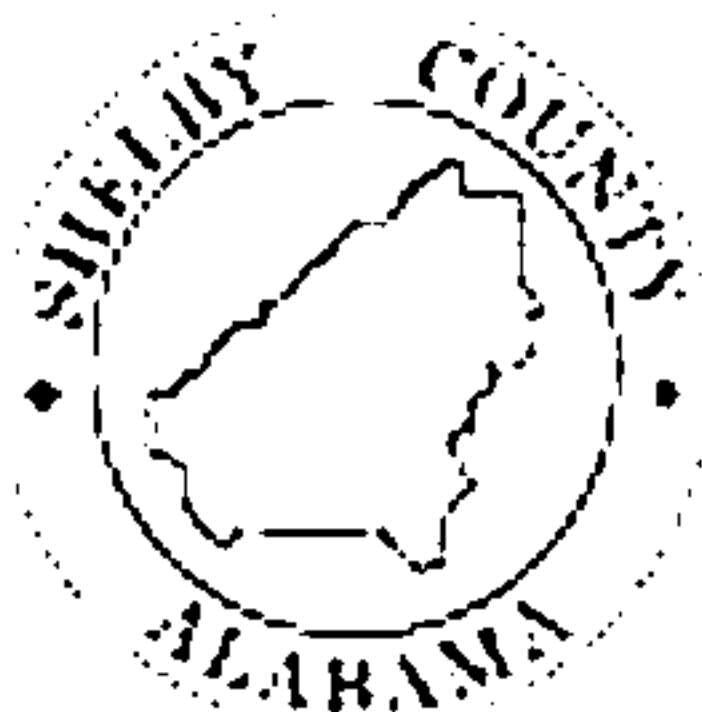
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**COMMENCING AT THE NORTHWEST CORNER OF SAID LOT ON 1ST AVENUE ON BRANCH ALLEY, THENCE EASTERLY ALONG 1ST AVENUE 170 FEET TO A FOUND IRON PIN; THENCE IN A SOUTHERLY DIRECTION WITH AN INTERIOR ANGLE OF 89 DEGREES 33 MINUTES 07 SECONDS COUNTERCLOCKWISE 119.97 FEET TO A FOUND IRON PIN; THENCE IN A WESTERLY DIRECTION WITH AN INTERIOR ANGLE OF 94 DEGREES 01 MINUTES 29 SECONDS COUNTERCLOCKWISE 137.56 FEET TO 3 FOUND IRON PIN ON BRANCH ALLEY; THENCE IN A NORTHERLY DIRECTION WITH AN INTERIOR ANGLE OF 100 DEGREES 18 MINUTES 24 SECONDS COUNTERCLOCKWISE ALONG BRANCH ALLEY 132.42 FEET TO THE POINT OF COMMENCEMENT, SAID ALLEY ESTABLISHED BY DEED AND EXISTING MONUMENTS, SITUATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 20, RANGE 3 WEST, SHELBY COUNTY, ALABAMA.**

**ALSO KNOWN AS: 109 1ST AVE W, HELENA, ALABAMA 35080**



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
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*Allen S. Bayl*