

20250801000235270 1/6 \$38.00 Shelby Cnty Judge of Probate, AL 08/01/2025 12:56:51 PM FILED/CERT

23704alAfter recording please return to: ServiceLink Attn: Loan Modification Solutions 320 Commerce, Suite 100 Irvine, CA 92602

This instrument was prepared by: Selene Finance LP Ian St John 3501 Olympus Blvd, Suite 500 Dallas, TX 75019

Source of Title: INSTRUMENT NUMBER 20240920000293790

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

Original Principal Amount \$88,075.00 Unpaid Principal Amount \$71,285.38 New Principal Amount \$74,658.52 Investor Loan No: 3812305 Loan No: 2005045684

19393647

25037454545

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 30th day of June, 2025, between PATRICK C PACKER, A SINGLE PERSON ("Borrower"), whose address is 213 HEATH DRIVE, BIRMINGHAM, AL 35242, and SELENE FINANCE LP, AS ATTORNEY IN FACT FOR Federal Home Loan Mortgage Corporation, as Trustee of the Freddie Mac SLST 2023-1 Participation Interest Trust ("Lender"), whose address is 3501 Olympus Blvd, Suite 500, Dallas, TX 75019, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated January 4, 2012, in the amount of \$88,075.00 and recorded on January 25, 2012 in Book, Volume, or Liber No.

(or as Instrument No. 20120125000029460), 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

213 HEATH DRIVE, BIRMINGHAM, AL 35242

(Property Address)

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the real property described being set forth as follows: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

## PIN #: 10 1 02 0 993 081.042

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 August 1, 2025, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$74,658.52, 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 8.000%, from August 1, 2025. Borrower promises to make monthly payments of principal and interest of U.S. \$547.82, beginning on the 1st day of September, 2025, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 8.000% will remain in effect until principal and interest are paid in full. If on August 1, 2055 (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.
- 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.

- 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
  - 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.

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## Borrower understands and agrees that:

- 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.
- 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.
- 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.
- 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 .

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Borrower - PATRICK C. PACKER

Date

719125

**ACKNOWLEDGMENT** 

State of ADAN

County of

hereby certify that PATRICK C. PACKER 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

\_day of <u>July</u>, A. D. <u>2025</u>

Signature of Officer

Printed Name

Title of Officer

My Commission Expires: JOHN CALDWELL
My Commission Expires
12/19/2027

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ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE SELENE FINANCE LP, AS ATTORNEY IN FACT FOR Federal Home Loan Mortgage Corporation, 25 Trustee of the Freddie Mac SLST 2023-1 Participation Interest Trust 7/15/2025 By: Date of Lender's Signature -Lender Absistant Vice President ACKNOWLEDGMENT State of Florida County of Duval The foregoing instrument was acknowledged before me by means of M physical presence or online ion, this \_\_\_\_\_7/15/2025 by Tonya Higginbotham\_\_\_\_\_. notarization, this Assistant Vice President of SELENE FINANCE LP, AS ATTORNEY IN FACT FOR Federal Home Loan Mortgage Corporation, as Trustee of the Freddie Mac SLST 2023-1 Participation Interest Trust, a Delaware Corporation, on behalf of the Corporation. He/she is personally known to me or who has produced as identification. Signature of Person Teking Acknowledgment Margo A Wise MARGOA WISE Name Typed, Printed or Stamped Notary Public Notary State of Florida Title or Rank Comm#HH419863 Serial Number, if any:

My Commission Expires: 8/8/2027

(Scal)



## EXHIBIT A

BORROWER(S): PATRICK C PACKER, A SINGLE PERSON

**LOAN NUMBER: 2005045684** 

LEGAL DESCRIPTION:

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

ALL THAT CERTAIN CONDOMINIUM IN CITY OF BIRMINGHAM, SHELBY COUNTY, STATE OF ALABAMA, DESCRIBED AS FOLLOWS:

UNIT 213, CAMBRIAN WOOD CONDOMINIUM, LOCATED IN SHELBY COUNTY, ALABAMA, AS ESTABLISHED BY DECLARATION OF CONDOMINIUM, BY-LAWS AND AMENDMENTS THERETO, AS RECORDED IN MICS. BOOK 12, PAGE 87 AND AMENDED BY MISC BOOK 13, PAGE 2, MISC BOOK 13, PAGE 4 AND MISC BOOK 13, PAGE 344, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION AS RECORDED IN MAP BOOK 6, PAGE 62 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY AS CONVEYED FROM RICHARD DREW DEBERRY, JR. AND ELIZABETH DEBERRY, HUSBAND AND WIFE TO PATRICK C. PACKER, AS DESCRIBED IN INST # 20020923000459510 DATED 06/27/2002 AND RECORDED 09/23/2002, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

TAX/PARCEL ID: 10-1-02-0-993-081.042

PIN #: 10 1 02 0 993 081.042

ALSO KNOWN AS: 213 HEATH DRIVE, BIRMINGHAM, AL 35242



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk



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