Fill in this information to identify the case:

Debtor 1 Stacy Hayes Vincent

Debtor 2 ____________________
(Spouse, if filing)

United States Bankruptcy Court for the: Middle District of Georgia
(State)

Case number 23-30221-JPS

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1 Identify the Claim

1. Who is the current creditor?

Nationstar Mortgage LLC
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor ____________________

2. Has this claim been acquired from someone else?

☒ No
☐ Yes. From whom? ____________________

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Nationstar Mortgage Bankruptcy Department Name	Nationstar Mortgage Bankruptcy Department Name
P.O. Box 619096 Number Street	PO Box 619094 Number Street
Dallas, TX 75261-9741 City State Zip Code	Dallas, TX 75261-9741 City State Zip Code
Contact phone 877-343-5602	Contact phone 1-877-343-5602
Contact email	Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

____

4. Does this claim amend one already filed?

☒ No
☐ Yes. Claim number on court claims registry (if known) ________ Filed on ________
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No
☐ Yes. Who made the earlier filing? ____________________

Part 2 **Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?

☐ No
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: XXXXXX1256

7. How much is the claim? $259,804.31

Does this amount include interest or other charges?

☐ No
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

Money Loaned

9. Is all or part of the claim secured?

☐ No
☒ Yes. The claim is secured by a lien on property.

Nature of property:

☒ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
☐ Motor vehicle
☐ Other. Describe: ____________________

Basis for perfection: Security Deed

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property:

Amount of the claim that is secured: $259,804.31

Amount of the claim that is unsecured: (The sum of the secured and unsecured amounts should match the amount in line 7)

Amount necessary to cure any default as of the date of the petition: $23,560.93

Annual Interest Rate (when case was filed) 3.250%
☒ Fixed
☐ Variable

10. Is this claim based on a lease?

☒ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $____________

11. Is this claim subject to a right of setoff?

☒ No
☐ Yes. Identify the property: ____________________

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	☒ No ☐ Yes. *Check all that apply*	**Amount entitled to priority**
	☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$__________
	☐ Up to $3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$__________
	☐ Wages, salaries, or commissions (up to $15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$__________
	☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$__________
	☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$__________
	☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.	$__________

*Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment

Part 3 Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor

☒ I am the creditor's attorney or authorized agent

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004

☐ I am a guarantor, surety, endorser, or other codebtor, Bankruptcy Rule 3005

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date July 10, 2023
MM / DD / YYYY

/s/ Howell A. Hall
Signature

Print the name of the person who is completing and signing this claim:

Name: Howell A. Hall, Ga Bar No. 318750
First name Middle name Last name

Title: Attorney

Company: LOGS Legal Group LLP
Identify the corporate servicer as the company if the authorized agent is a servicer

Address: 211 Perimeter Center Parkway, N.E., Suite 130
Number Street

Atlanta, GA 30346
City State Zip Code

Contact Phone (770) 220-2535 Email logsecf@logs.com

Mortgage Proof of Claim Attachment (12/15)

If you file a claim secured by a security interest in the debtor's personal residence, you must use this form as an attachment to your proof of claim. See separate instructions.

Part 1: Mortgage and Case Information		**Part 2: Total Debt Calculation**		**Part 3: Arrearage as of Date of the Petition**		**Part 4: Monthly Mortgage Payment**	
Case number:	23-30221-JPS	Principal balance	$245,616.85	Principal & interest due	$13,089.36	Principal & Interest	$1,090.78
Debtor 1:	Stacy Hayes Vincent	Deferred principal balance	$0.00	Prepetition fees due	$1,880.02	Monthly Escrow	$682.61
Debtor 2:		Interest due	$8,004.42	Escrow deficiency for funds advanced	$5,801.68	Private mortgage insurance	$0.00
		Fees, costs due	$1,880.02	Projected escrow shortage	$4,288.53	Total monthly payments	$1,773.39
Last 4 digits to identify:	XXXXXX1256	Escrow deficiency for funds advanced	$5,801.68	Less funds on hand	$1,498.66		
Creditor:	Nationstar Mortgage LLC	Less total funds on hand	$1,498.66				
Servicer:	Nationstar Mortgage LLC	Total debt	$259,804.31	Total prepetition arrearage	$23,560.93		
Fixed accrual/daily simple interest/other:	Fixed accrual						

Part 5: Loan Payment History from First Date of Default

	Account Activity						How Funds Were Applied/Amount Incurred					Balance After Amount Received or Incurred				
A. Date	B Contractual payment amount	C. Funds received	D. Amount incurred	E. Description	F. Contractual due date	G. Prin, int & esc past due balance	H. Amount to principal	I. Amount to interest	J. Amount to escrow	K. Amount to fees or charges	L. Unapplied funds	M. Principal balance	N. Accrued interest balance	O. Escrow balance	P. Fees / Charges balance	Q. Unapplied funds balance
3/1/2022	$ 1,906.42	$ -	$ -	Monthly Mortgage Payment Due	3/1/2022	$ 1,906.42	$ -	$ -	$ -	$ -	$ -	$ 246,886.67	$ -	$ 81.22	$ -	$ 0.00
3/28/2022	$ -	$ -	$ -	FHAMIP INS DISBURSED	3/1/2022	$ 1,906.42	$ -	$ -	$ (151.03)	$ -	$ -	$ 246,886.67	$ -	$ (69.81)	$ -	$ 0.00
4/1/2022	$ 1,886.42	$ -	$ -	Monthly Mortgage Payment Due	3/1/2022	$ 3,792.84	$ -	$ -	$ -	$ -	$ -	$ 246,886.67	$ -	$ (69.81)	$ -	$ 0.00
4/22/2022	$ -	$ 800.00	$ -	PARTIAL PAYMENT	3/1/2022	$ 3,792.84	$ -	$ -	$ -	$ -	$ 800.00	$ 246,886.67	$ -	$ (69.81)	$ -	$ 800.00
4/22/2022	$ -	$ -	$ 20.00	Property Inspection	3/1/2022	$ 3,792.84	$ -	$ -	$ -	$ -	$ -	$ 246,886.67	$ -	$ (69.81)	$ 20.00	$ 800.00
4/26/2022	$ -	$ -	$ -	FHAMIP INS DISBURSED	3/1/2022	$ 3,792.84	$ -	$ -	$ (148.86)	$ -	$ -	$ 246,886.67	$ -	$ (218.67)	$ 20.00	$ 800.00
5/1/2022	$ 1,886.42	$ -	$ -	Monthly Mortgage Payment Due	3/1/2022	$ 5,679.26	$ -	$ -	$ -	$ -	$ -	$ 246,886.67	$ -	$ (218.67)	$ 20.00	$ 800.00
5/18/2022	$ -	$ -	$ -	HAZARD INSURANCE DISBURSED	3/1/2022	$ 5,679.26	$ -	$ -	$ (2,231.25)	$ -	$ -	$ 246,886.67	$ -	$ (2,449.92)	$ 20.00	$ 800.00
5/18/2022	$ -	$ (706.42)	$ -	SUSPENSE ADJUSTMENT	3/1/2022	$ 5,679.26	$ -	$ -	$ -	$ -	$ (706.42)	$ 246,886.67	$ -	$ (2,449.92)	$ 20.00	$ 93.58
5/18/2022	$ -	$ 1,906.42	$ -	PAYMENT	4/1/2022	$ 3,772.84	$ 422.13	$ 668.65	$ 815.64	$ -	$ -	$ 246,464.54	$ -	$ (1,634.28)	$ 20.00	$ 93.58
5/24/2022	$ -	$ -	$ -	FHAMIP INS DISBURSED	4/1/2022	$ 3,772.84	$ -	$ -	$ (148.86)	$ -	$ -	$ 246,464.54	$ -	$ (1,783.14)	$ 20.00	$ 93.58
6/1/2022	$ 1,090.78	$ -	$ -	Delinquent P&I payment Due	4/1/2022	$ 4,863.62	$ -	$ -	$ -	$ -	$ -	$ 246,464.54	$ -	$ (1,783.14)	$ 20.00	$ 93.58
6/15/2022	$ -	$ (93.58)	$ -	SUSPENSE ADJUSTMENT	4/1/2022	$ 4,863.62	$ -	$ -	$ -	$ -	$ (93.58)	$ 246,464.54	$ -	$ (1,783.14)	$ 20.00	$ 0.00
6/15/2022	$ -	$ 1,886.42	$ -	PAYMENT	5/1/2022	$ 2,977.20	$ 423.27	$ 667.51	$ 795.64	$ -	$ 0.00	$ 246,041.27	$ -	$ (987.50)	$ 20.00	$ 0.00
6/27/2022	$ -	$ -	$ -	FHAMIP INS DISBURSED	5/1/2022	$ 2,977.20	$ -	$ -	$ (148.86)	$ -	$ -	$ 246,041.27	$ -	$ (1,136.36)	$ 20.00	$ 0.00
7/1/2022	$ 1,090.78	$ -	$ -	Delinquent P&I payment Due	5/1/2022	$ 4,067.98	$ -	$ -	$ -	$ -	$ -	$ 246,041.27	$ -	$ (1,136.36)	$ 20.00	$ 0.00
7/27/2022	$ -	$ -	$ -	FHAMIP INS DISBURSED	5/1/2022	$ 4,067.98	$ -	$ -	$ (148.86)	$ -	$ -	$ 246,041.27	$ -	$ (1,285.22)	$ 20.00	$ 0.00
8/1/2022	$ 1,090.78	$ -	$ -	Delinquent P&I payment Due	5/1/2022	$ 5,158.76	$ -	$ -	$ -	$ -	$ -	$ 246,041.27	$ -	$ (1,285.22)	$ 20.00	$ 0.00
8/25/2022	$ -	$ -	$ -	FHAMIP INS DISBURSED	5/1/2022	$ 5,158.76	$ -	$ -	$ (148.86)	$ -	$ -	$ 246,041.27	$ -	$ (1,434.08)	$ 20.00	$ 0.00
9/1/2022	$ 1,090.78	$ -	$ -	Delinquent P&I payment Due	5/1/2022	$ 6,249.54	$ -	$ -	$ -	$ -	$ -	$ 246,041.27	$ -	$ (1,434.08)	$ 20.00	$ 0.00
9/26/2022	$ -	$ -	$ -	FHAMIP INS DISBURSED	5/1/2022	$ 6,249.54	$ -	$ -	$ (148.86)	$ -	$ -	$ 246,041.27	$ -	$ (1,582.94)	$ 20.00	$ 0.00
10/1/2022	$ 1,090.78	$ -	$ -	Delinquent P&I payment Due	5/1/2022	$ 7,340.32	$ -	$ -	$ -	$ -	$ -	$ 246,041.27	$ -	$ (1,582.94)	$ 20.00	$ 0.00
10/21/2022	$ -	$ -	$ -	COUNTY TAX DISBURSED	5/1/2022	$ 7,340.32	$ -	$ -	$ (3,974.67)	$ -	$ -	$ 246,041.27	$ -	$ (5,557.61)	$ 20.00	$ 0.00
10/27/2022	$ -	$ -	$ -	FHAMIP INS DISBURSED	5/1/2022	$ 7,340.32	$ -	$ -	$ (148.86)	$ -	$ -	$ 246,041.27	$ -	$ (5,706.47)	$ 20.00	$ 0.00
11/1/2022	$ 1,090.78	$ -	$ -	Delinquent P&I payment Due	5/1/2022	$ 8,431.10	$ -	$ -	$ -	$ -	$ -	$ 246,041.27	$ -	$ (5,706.47)	$ 20.00	$ 0.00
11/3/2022	$ -	$ -	$ 150.00	MFR Fees	5/1/2022	$ 8,431.10	$ -	$ -	$ -	$ -	$ -	$ 246,041.27	$ -	$ (5,706.47)	$ 170.00	$ 0.00
11/9/2022	$ -	$ -	$ 150.00	Objection Costs	5/1/2022	$ 8,431.10	$ -	$ -	$ -	$ -	$ -	$ 246,041.27	$ -	$ (5,706.47)	$ 320.00	$ 0.00
11/22/2022	$ -	$ -	$ -	FHAMIP INS DISBURSED	5/1/2022	$ 8,431.10	$ -	$ -	$ (148.86)	$ -	$ -	$ 246,041.27	$ -	$ (5,855.33)	$ 320.00	$ 0.00
12/1/2022	$ 1,090.78	$ -	$ -	Delinquent P&I payment Due	5/1/2022	$ 9,521.88	$ -	$ -	$ -	$ -	$ -	$ 246,041.27	$ -	$ (5,855.33)	$ 320.00	$ 0.00
12/20/2022	$ -	$ -	$ -	FHAMIP INS DISBURSED	5/1/2022	$ 9,521.88	$ -	$ -	$ (148.86)	$ -	$ -	$ 246,041.27	$ -	$ (6,004.19)	$ 320.00	$ 0.00
12/20/2022	$ -	$ -	$ 85.00	MFR Fees	5/1/2022	$ 9,521.88	$ -	$ -	$ -	$ -	$ -	$ 246,041.27	$ -	$ (6,004.19)	$ 405.00	$ 0.00
12/27/2022	$ -	$ -	$ 150.00	POC Fees	5/1/2022	$ 9,521.88	$ -	$ -	$ -	$ -	$ -	$ 246,041.27	$ -	$ (6,004.19)	$ 555.00	$ 0.00
12/27/2022	$ -	$ -	$ 75.00	POC Fees	5/1/2022	$ 9,521.88	$ -	$ -	$ -	$ -	$ -	$ 246,041.27	$ -	$ (6,004.19)	$ 630.00	$ 0.00
1/1/2023	$ 1,090.78	$ -	$ -	Delinquent P&I payment Due	5/1/2022	$ 10,612.66	$ -	$ -	$ -	$ -	$ -	$ 246,041.27	$ -	$ (6,004.19)	$ 630.00	$ 0.00
1/25/2023	$ -	$ -	$ -	FHAMIP INS DISBURSED	5/1/2022	$ 10,612.66	$ -	$ -	$ (148.86)	$ -	$ -	$ 246,041.27	$ -	$ (6,153.05)	$ 630.00	$ 0.00
2/1/2023	$ 1,090.78	$ -	$ -	Delinquent P&I payment Due	5/1/2022	$ 11,703.44	$ -	$ -	$ -	$ -	$ -	$ 246,041.27	$ -	$ (6,153.05)	$ 630.00	$ 0.00
2/14/2023	$ -	$ 3,220.00	$ -	SUSPENSE PAYMENT	5/1/2022	$ 11,703.44	$ -	$ -	$ -	$ -	$ 3,220.00	$ 246,041.27	$ -	$ (6,153.05)	$ 630.00	$ 3,220.00
2/14/2023	$ -	$ (1,721.34)	$ -	SUSPENSE ADJUSTMENT	5/1/2022	$ 11,703.44	$ -	$ -	$ -	$ -	$ (1,721.34)	$ 246,041.27	$ -	$ (6,153.05)	$ 630.00	$ 1,498.66
2/14/2023	$ -	$ 1,721.34	$ -	SUSPENSE PAYMENT	5/1/2022	$ 11,703.44	$ -	$ -	$ -	$ -	$ 1,721.34	$ 246,041.27	$ -	$ (6,153.05)	$ 630.00	$ 3,220.00
2/23/2023	$ -	$ (1,721.34)	$ -	SUSPENSE ADJUSTMENT	5/1/2022	$ 11,703.44	$ -	$ -	$ -	$ -	$ (1,721.34)	$ 246,041.27	$ -	$ (6,153.05)	$ 630.00	$ 1,498.66
2/23/2023	$ -	$ 1,721.34	$ -	SUSPENSE PAYMENT	5/1/2022	$ 11,703.44	$ -	$ -	$ -	$ -	$ 1,721.34	$ 246,041.27	$ -	$ (6,153.05)	$ 630.00	$ 3,220.00
2/23/2023	$ -	$ (1,886.42)	$ -	SUSPENSE ADJUSTMENT	5/1/2022	$ 11,703.44	$ -	$ -	$ -	$ -	$ (1,886.42)	$ 246,041.27	$ -	$ (6,153.05)	$ 630.00	$ 1,333.58
2/23/2023	$ -	$ 1,886.42	$ -	PAYMENT	6/1/2022	$ 9,817.02	$ 424.42	$ 666.36	$ 795.64	$ -	$ -	$ 245,616.85	$ -	$ (5,357.41)	$ 630.00	$ 1,333.58
2/23/2023	$ -	$ (1,333.58)	$ -	SUSPENSE ADJUSTMENT	6/1/2022	$ 9,817.02	$ -	$ -	$ -	$ -	$ (1,333.58)	$ 245,616.85	$ -	$ (5,357.41)	$ 630.00	$ -
2/23/2023	$ -	$ 1,333.58	$ -	PARTIAL PAYMENT	6/1/2022	$ 9,817.02	$ -	$ -	$ -	$ -	$ 1,333.58	$ 245,616.85	$ -	$ (5,357.41)	$ 630.00	$ 1,333.58
2/23/2023	$ -	$ -	$ -	FHAMIP INS DISBURSED	6/1/2022	$ 9,817.02	$ -	$ -	$ (148.86)	$ -	$ -	$ 245,616.85	$ -	$ (5,506.27)	$ 630.00	$ 1,333.58
2/27/2023	$ -	$ 165.08	$ -	PARTIAL PAYMENT	6/1/2022	$ 9,817.02	$ -	$ -	$ -	$ -	$ 165.08	$ 245,616.85	$ -	$ (5,506.27)	$ 630.00	$ 1,498.66
3/1/2023	$ 1,090.78	$ -	$ -	Delinquent P&I payment Due	6/1/2022	$ 10,907.80	$ -	$ -	$ -	$ -	$ -	$ 245,616.85	$ -	$ (5,506.27)	$ 630.00	$ 1,498.66
3/29/2023	$ -	$ -	$ -	FHAMIP INS DISBURSED	6/1/2022	$ 10,907.80	$ -	$ -	$ (148.86)	$ -	$ -	$ 245,616.85	$ -	$ (5,655.13)	$ 630.00	$ 1,498.66
4/1/2023	$ 1,090.78	$ -	$ -	Delinquent P&I payment Due	6/1/2022	$ 11,998.58	$ -	$ -	$ -	$ -	$ -	$ 245,616.85	$ -	$ (5,655.13)	$ 630.00	$ 1,498.66
4/26/2023	$ -	$ -	$ -	FHAMIP INS DISBURSED	6/1/2022	$ 11,998.58	$ -	$ -	$ (146.55)	$ -	$ -	$ 245,616.85	$ -	$ (5,801.68)	$ 630.00	$ 1,498.66
4/26/2023	$ -	$ -	$ 0.84	Certified Mail	6/1/2022	$ 11,998.58	$ -	$ -	$ -	$ -	$ -	$ 245,616.85	$ -	$ (5,801.68)	$ 630.84	$ 1,498.66
4/26/2023	$ -	$ -	$ 665.00	Foreclosure Fee	6/1/2022	$ 11,998.58	$ -	$ -	$ -	$ -	$ -	$ 245,616.85	$ -	$ (5,801.68)	$ 1,295.84	$ 1,498.66

NOTE

FHA Case No.
[redacted]

VINCENT
Loan #: [redacted]
MIN: [redacted]

MARCH 11, 2019	LOGANVILLE,	GEORGIA
[Date]	[City]	[State]

2200 EMERALD DR, LOGANVILLE, GA 30052
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $223,870.00 (this amount is called "Principal"), plus interest to the order of the Lender. The Lender is MIMUTUAL MORTGAGE. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.125%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on MAY 1, 2019. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest and other items in the order described in the Security Instrument before Principal. If, on APRIL 1, 2049, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 911 MILITARY STREET, PORT HURON, MI 48060 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $1,360.26.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to any accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

[redacted]

[redacted]

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

> 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 this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.
>
> 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 given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

[redacted]

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

- BORROWER - STACY H VINCENT

[Sign Original Only]

Individual Loan Originator: **ANDIE BLAKE FREEMAN**, NMLSR ID: [redacted]
Loan Originator Organization: **MIMUTUAL MORTGAGE**, NMLSR ID: [redacted]
Individual Loan Originator (Creditor): **ANDIE BLAKE FREEMAN**, NMLSR ID: [redacted]
Loan Originator Organization (Creditor): **MIMUTUAL MORTGAGE**, NMLSR ID: [redacted]

PAY TO THE ORDER OF
Nationstar Mortgage LLC
WITHOUT RECOURSE
MIMUTUAL MORTGAGE
Stacey Bucholtz
Stacey Bucholtz
Warehouse Lending Manager

[redacted]

Allonge To Note

Loan Number: [redacted]

Original Note Date: 3/11/2019

Original Loan Amount: $223,870.00

Executed By:

STACY VINCENT

Property Address: 2200 EMERALD DR

LOGANVILLE, GA 30052

Pay To The Order Of:

____

Without Recourse

Nationstar Mortgage LLC

By: ______________________________

Manuel Gonzalez

Assistant Secretary

[redacted]

C. Robin Wyatt, P.C.
P.O. Box 851
Snellville, GA 30078-0851
[redacted]

BK: 4352 PG: 434-452
Filed and Recorded
Mar-14-2019 04:13:34PM
DOC#: D2019-002721
Georgia Intangible Tax Paid $672.00

Karen P. David
CLERK OF SUPERIOR COURT Walton County GA.
[redacted]

After Recording Return To:
MICHIGAN MUTUAL INC.
911 MILITARY STREET
PORT HURON, MI 48060
(810) 982-9948

Prepared By:
TYSIN GIBSON
MIMUTUAL MORTGAGE
911 MILITARY STREET
PORT HURON, MI 48060
(810) 982-9948

[Space Above This Line For Recording Data]

SECURITY DEED

[redacted]

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) **"Security Instrument"** means this document, which is dated MARCH 11, 2019, together with all Riders to this document.

(B) **"Borrower"** is STACY H VINCENT, MARRIED WOMAN. Borrower is the grantor under this Security Instrument.

(C) **"MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the grantee under this Security Instrument.** 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.

(D) **"Lender"** is MIMUTUAL MORTGAGE. Lender is a CORPORATION organized and existing under the laws of MI. Lender's address is 911 MILITARY STREET, PORT HURON, MI 48060.

(E) **"Note"** means the promissory note signed by Borrower and dated MARCH 11, 2019. The Note states that Borrower owes Lender TWO HUNDRED TWENTY-THREE THOUSAND EIGHT HUNDRED SEVENTY AND 00/100 Dollars (U.S. $223,870.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 1, 2049.

(F) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(G) **"Loan"** means the debt evidenced by the Note, plus interest, late charges due under the Note, and all sums due under this Security Instrument, plus interest.

[redacted]

(H) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

✓ ☐ Adjustable Rate Rider ☐ Condominium Rider ☒ Planned Unit Development Rider
✓ ☒ Other(s) [specify] WAIVER OF BORROWER'S RIGHTS

(I) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non -appealable judicial opinions.

(J) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) **"Escrow Items"** means those items that are described in Section 3.

(M) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) **"Secretary"** means the Secretary of the United States Department of Housing and Urban Development or his designee.

(R) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with ✓ power of sale, the following described property located in the COUNTY of WALTON:

✓ SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

[redacted]

✓ which currently has the address of 2200 EMERALD DR, LOGANVILLE, GA 30052 ("Property Address"):

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

[redacted]

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and,

Fifth, to late charges due under the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

[redacted]

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as

[redacted]

mortgagee and/or as additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any

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delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property (as set forth below). Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, making repairs, replacing doors and windows, draining water from pipes, and eliminating building or other code violations or dangerous conditions. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the

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excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who

[redacted]

co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument, or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect

[redacted]

without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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 this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in

[redacted]

connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

20. Borrower Not Third-Party Beneficiary to Contract of Insurance. Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

[redacted]

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale granted by Borrower and any other remedies permitted by Applicable Law. Borrower appoints Lender the agent and attorney-in-fact for Borrower to exercise the power of sale. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Lender, without further demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Lender determines. Lender or its designee may purchase the Property at any sale.

Lender shall convey to the purchaser indefeasible title to the Property, and Borrower hereby appoints Lender Borrower's agent and attorney-in-fact to make such conveyance. The recitals in the Lender's deed shall be prima facie evidence of the truth of the statements made therein. Borrower covenants and agrees that Lender shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. The power and agency granted are coupled with an interest, are irrevocable by death or otherwise and are cumulative to the remedies for collection of debt as provided by Applicable Law.

If the Property is sold pursuant to this Section 22, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Borrower or such person shall be a tenant holding over and may be dispossessed in accordance with Applicable Law.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.

25. Assumption Not a Novation. Lender's acceptance of an assumption of the obligations of this Security Instrument and the Note, and any release of Borrower in connection therewith, shall not constitute a novation.

26. Security Deed. This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.

[redacted]

BORROWER ACCEPTS AND AGREES to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has signed and sealed this Security Instrument.

\- BORROWER - STACY H VINCENT

Signed, sealed and ~~delivered~~ in the presence of:

Unofficial Witness

Notary Public, County

[Space Below This Line For Acknowledgment]

Individual Loan Originator: **ANDIE BLAKE FREEMAN**, NMLSR ID: [redacted]
Loan Originator Organization: **MIMUTUAL MORTGAGE**, NMLSR ID: [redacted]
Individual Loan Originator (Creditor): **ANDIE BLAKE FREEMAN**, N[redacted]
Loan Originator Organization (Creditor): **MIMUTUAL MORTGAGE**, NMLSR ID: [redacted]

After Recording Return To:
MICHIGAN MUTUAL INC.
911 MILITARY STREET
PORT HURON, MI 48060
ATTENTION:

Prepared By:
TYSIN GIBSON
MIMUTUAL MORTGAGE
911 MILITARY STREET
PORT HURON, MI 48060
(810) 982-9948

WAIVER OF BORROWER'S RIGHTS

VINCENT
[redacted]

GRANTOR: STACY H VINCENT, MARRIED WOMAN

LENDER: MIMUTUAL MORTGAGE

DATE OF SECURITY DEED: MARCH 11, 2019

BY EXECUTION OF THIS PARAGRAPH, GRANTOR EXPRESSLY: (1) ACKNOWLEDGES THE **RIGHT TO ACCELERATE** THE DEBT AND THE **POWER OF ATTORNEY** GIVEN HEREIN TO LENDER TO SELL THE PREMISES BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS REQUIRED TO BE GIVEN UNDER THE PROVISIONS HEREOF: (2) **WAIVES** ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES. THE VARIOUS PROVISIONS OF THE CONSTITUTION FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY LENDER OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO LENDER, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED HEREOF; (3) ACKNOWLEDGES THAT GRANTOR HAS READ THIS DEED AND SPECIFICALLY THIS PARAGRAPH AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF SAID DEED AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTOR AND GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF GRANTOR'S CHOICE PRIOR TO EXECUTING THIS DEED; (4) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED FOR LOAN TRANSACTION; AND (5) AGREES THAT THE PROVISIONS HEREOF ARE INCORPORATED INTO AND MADE A PART OF THE SECURITY DEED.

[redacted]

[redacted]

[redacted]

READ AND AGREED BY GRANTOR:

- BORROWER - STACY H VINCENT

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: 10-14-21

[redacted]

[redacted]

CLOSING ATTORNEY'S AFFIDAVIT

Before the undersigned attesting officer personally appeared the undersigned closing attorney, who, having been first duly sworn according to law, states under oath as follows:

In closing the above loan, but prior to the execution of the Deed to Secure Debt and "Waiver of the Borrower's Rights" by the Borrower(s), I reviewed with and explained to the Borrower(s) the terms and provisions of the Deed to Secure Debt and particularly the provisions thereof authorizing the Lender to sell the secured property by a nonjudicial foreclosure under a power of sale, together with the "Waiver of Borrower's Rights" and informed the Borrower(s) of Borrower's rights under the Constitution of the State of Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence of a knowing, intentional and willing contractual waiver by Borrower(s) of Borrower's rights. After said review with and explanation to Borrower(s), Borrower(s) executed the Deed to Secure Debt and "Waiver of Borrower's Rights."

Based on said review with and explanation to the Borrower(s), it is my opinion that Borrower(s) knowingly, intentionally and willingly executed the waiver of Borrower's constitutional rights to notice and judicial hearing prior to any such nonjudicial foreclosure.

Closing Attorney

Sworn to and subscribed before me on MARCH 11, 2019

Notary Public

My Commission Expires: 6-24-20

TONYA M WESTMORELAND
NOTARY PUBLIC
GEORGIA
EXPIRES JUNE 24, 2020
WALTON COUNTY

[redacted]

PLANNED UNIT DEVELOPMENT RIDER

VINCENT
Loan #: [redacted]
MIN: [redacted]
FHA Case No: [redacted]

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 11TH day of MARCH, 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to MIMUTUAL MORTGAGE ("Lender") of the same date and covering the Property described in the Security Instrument and located at: 2200 EMERALD DR, LOGANVILLE, GA 30052 [Property Address]. The Property Address is a part of a planned unit development ("PUD") known as EMERALD COVE [Name of Planned Unit Development].

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and

[redacted]

[redacted]

against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 3 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 5 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.

C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Sty H V-A

\- BORROWER - STACY H VINCENT

[redacted]

Exhibit "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 197 AND 198, 4TH DISTRICT, WALTON COUNTY, GEORGIA, BEING LOT 20, EMERALD COVE SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 56, PAGE 51, REVISED IN PLAT BOOK 60, PAGE 134, WALTON COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN AND BY THIS REFERENCE MADE A PART OF THIS DESCRIPTION.

S.V

BK:5098 PG:500-500
Filed and Recorded
Mar-10-2022 12:17 PM
DOC# 2022 - 004108
KAREN P. DAVID
CLERK OF SUPERIOR COURT
WALTON CO[redacted]
Participant ID: [redacted]

When Recorded Return To:
Nationstar Mortgage LLC
C/O Nationwide Title Clearing, LLC
2100 Alt. 19 North
Palm Harbor, FL 34683

[redacted]

ASSIGNMENT SECURITY DEED

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (''MERS''), AS GRANTEE, AS NOMINEE FOR MIMUTUAL MORTGAGE, ITS SUCCESSORS AND ASSIGNS, (ASSIGNOR), (MERS Address: P.O. Box 2026, Flint, Michigan 48501-2026)** by these presents does convey, grant, assign, transfer and set over the described Security Deed together with all liens, and any rights due or to become due thereon to **NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER, WHOSE ADDRESS IS 8950 CYPRESS WATERS BLVD., COPPELL, TX 75019 (469)549-2000, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).**

Said Security Deed is executed by **STACY H VINCENT, MARRIED WOMAN** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS GRANTEE, AS NOMINEE FOR MIMUTUAL MORTGAGE, ITS SUCCESSORS AND ASSIGNS** and recorded in Deed **Book 4352, Page 434 and Instrument # D2019-002721** in the office of the Clerk of the Superior Court of **WALTON** County, **Georgia**.

Modification: 04/29/2021 BK: 4853 PG: 489 INSTR: 2021-007863.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand **this 10th day of March in the year 2022.**
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (''MERS''), AS GRANTEE, AS NOMINEE FOR MIMUTUAL MORTGAGE, ITS SUCCESSORS AND ASSIGNS

By: ______________________________
SIERRA ELLIOTT
VICE PRESIDENT

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

Signed and delivered on the date above shown.

____
SUSAN HICKS
WITNESS

STATE OF FLORIDA COUNTY OF PINELLAS
Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization on this 10th day of March in the year 2022, by Sierra Elliott as VICE PRESIDENT for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (''MERS''), AS GRANTEE, AS NOMINEE FOR MIMUTUAL MORTGAGE, ITS SUCCESSORS AND ASSIGNS. He/she is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument.

____
JULIE MARTENS
COMM EXPIRES: 5/22/2022

JULIE MARTENS
Notary Public - State of Florida
Commission # GG 221059
My Comm. Expires May 22, 2022
Bonded through National Notary Assn.

Document Prepared By: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

[redacted]

When Recorded Return To:
Nationstar Mortgage LLC
C/O Nationwide Title Clearing, LLC
2100 Alt. 19 North
Palm Harbor, FL 34683

[redacted]

ASSIGNMENT SECURITY DEED

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (''MERS''), AS GRANTEE, AS NOMINEE FOR MIMUTUAL MORTGAGE, ITS SUCCESSORS AND ASSIGNS, (ASSIGNOR), (MERS Address: P.O. Box 2026, Flint, Michigan 48501-2026)** by these presents does convey, grant, assign, transfer and set over the described Security Deed together with all liens, and any rights due or to become due thereon to **NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER, WHOSE ADDRESS IS 8950 CYPRESS WATERS BLVD., COPPELL, TX 75019 (469)549-2000, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).**

Said Security Deed is executed by **STACY H VINCENT, MARRIED WOMAN** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS GRANTEE, AS NOMINEE FOR MIMUTUAL MORTGAGE, ITS SUCCESSORS AND ASSIGNS** and recorded in Deed **Book 4352, Page 434 and Instrument # D2019-002721** in the office of the Clerk of the Superior Court of **WALTON** County, **Georgia**.

Modification: 04/29/2021 BK: 4853 PG: 489 INSTR: 2021-007863.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand **this 10th day of March in the year 2022.**
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (''MERS''), AS GRANTEE, AS NOMINEE FOR MIMUTUAL MORTGAGE, ITS SUCCESSORS AND ASSIGNS

By: ______________________________
SIERRA ELLIOTT
VICE PRESIDENT

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

Signed and delivered on the date above shown.

____
SUSAN HICKS
WITNESS

STATE OF FLORIDA COUNTY OF PINELLAS
Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization on this 10th day of March in the year 2022, by Sierra Elliott as VICE PRESIDENT for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (''MERS''), AS GRANTEE, AS NOMINEE FOR MIMUTUAL MORTGAGE, ITS SUCCESSORS AND ASSIGNS. He/she is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument.

____
JULIE MARTENS
COMM EXPIRES: 5/22/2022

JULIE MARTENS
Notary Public - State of Florida
Commission # GG 221059
My Comm. Expires May 22, 2022
Bonded through National Notary Assn.

Document Prepared By: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

[redacted]

When Recorded Return To:
Nationstar Mortgage LLC
C/O Nationwide Title Clearing, LLC
2100 Alt. 19 North
Palm Harbor, FL 34683

[redacted]

ASSIGNMENT SECURITY DEED

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (''MERS''), AS GRANTEE, AS NOMINEE FOR MIMUTUAL MORTGAGE, ITS SUCCESSORS AND ASSIGNS, (ASSIGNOR), (MERS Address: P.O. Box 2026, Flint, Michigan 48501-2026)** by these presents does convey, grant, assign, transfer and set over the described Security Deed together with all liens, and any rights due or to become due thereon to **NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER, WHOSE ADDRESS IS 8950 CYPRESS WATERS BLVD., COPPELL, TX 75019 (469)549-2000, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).**

Said Security Deed is executed by **STACY H VINCENT, MARRIED WOMAN** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS GRANTEE, AS NOMINEE FOR MIMUTUAL MORTGAGE, ITS SUCCESSORS AND ASSIGNS** and recorded in Deed **Book 4352, Page 434 and Instrument # D2019-002721** in the office of the Clerk of the Superior Court of **WALTON** County, **Georgia**.

Modification: 04/29/2021 BK: 4853 PG: 489 INSTR: 2021-007863.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand **this 10th day of March in the year 2022.**
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (''MERS''), AS GRANTEE, AS NOMINEE FOR MIMUTUAL MORTGAGE, ITS SUCCESSORS AND ASSIGNS

By:

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

Signed and delivered on the date above shown.

STATE OF FLORIDA COUNTY OF PINELLAS
Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization on this 10th day of March in the year 2022, by Sierra Elliott as VICE PRESIDENT for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (''MERS''), AS GRANTEE, AS NOMINEE FOR MIMUTUAL MORTGAGE, ITS SUCCESSORS AND ASSIGNS. He/she is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument.

Document Prepared By: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

[redacted]

BK:4853 PG:489-497
Filed and Recorded
Apr-29-2021 02:04 PM
DOC# 2021 - 007863
Georgia Intangible Tax
Paid: $ 87.00
KAREN P. DAVID
CLERK OF SUPERIOR COURT
WALTON COUNTY, GA
Participant ID: [redacted]

Recording Requested By/Return To:

NATIONSTAR MORTGAGE LLC
D/B/A MR. COOPER
999 TECH ROW, #200
MADISON HEIGHTS, MICHIGAN
48071

This Instrument Prepared By:
NATIONSTAR MORTGAGE LLC
D/B/A MR. COOPER
8950 CYPRESS WATERS BLVD.
COPPELL, TX 75019

[Space Above This Line For Recording Data]

Document Date: 04-16-2021

LOAN MODIFICATION AGREEMENT

Property Address: 2200
EMERALD DR, LOGANVILLE,
GEORGIA 30052

Loan Number [redacted]
FHA Case Number [redacted]

This modification adds $28,991.46 to the current principal balance of $221,643.43. The added amount represents capitalized interest, escrow advances, and other amounts due under the terms of the original Mortgage, Deed of Trust, or Deed. The new principal balance of the loan, as modified, is $250,634.89. The original principal balance of the loan on which mortgage and recording taxes were previously paid was $223,870.00.

Loan Number [redacted]

This Loan Modification Agreement ("Agreement"), effective on **1ST DAY OF JUNE, 2021**, between **STACY H VINCENT** ("Borrower"), and **NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), if any, dated **MARCH 11, 2019** and recorded in **RECORDED DATE : 03/14/2019 BOOK : 4352 PAGE : 434 INSTRUMENT NUMBER : D2019-002721** and (2) the Note in the original principal sum of U.S $223,870.00, 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

2200 EMERALD DR, LOGANVILLE, GEORGIA 30052
(Property Address)

the real property described being set forth as follows:
LEGAL DESCRIPTION:
THE LAND HEREINAFTER REFERRED TO IS SITUATED IN THE CITY OF LOGANVILLE, COUNTY OF WALTON, STATE OF GEORGIA, AND IS DESCRIBED AS FOLLOWS: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 197 AND 198, 4TH DISTRICT, WALTON COUNTY, GEORGIA, BEING LOT 20, EMERALD COVE SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 56, PAGE 51, REVISED IN PLAT BOOK 60, PAGE 134, WALTON COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN AND BY THIS REFERENCE MADE A PART OF THIS DESCRIPTION.
Tax Parcel No. [redacted]

In consideration of mutual promises and agreements exchanged, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **JUNE 01, 2021**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **$250,634.89**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized. The amount of Principal being reamortized is **$221,643.43**. The amount of Interest and costs being reamortized is **$28,991.46**.

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 **3.2500%**, from **MAY 01, 2021**. Borrower promises to make monthly payments of principal and interest of U.S. **$1,090.78**, beginning on the **1ST DAY OF JUNE, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.2500%** will remain in effect until principal and interest are paid in full. If on **MAY 01, 2051**, (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.

Loan Number [redacted]

The terms in this paragraph 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 or for a graduated or growing-equity payment schedule.

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 may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.

5. 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 Agreement Date set forth 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.

6. 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.

Loan Number [redacted]

(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) 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.

(e) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower's 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, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

(f) In any foreclosure action dismissed as a result of entering into this Agreement, Borrower will remain liable for and bear his or her own attorney fees and costs incurred in connection with such action, if permitted by applicable law.

(g) The mortgage insurance premiums on Borrower's Loan may increase and the date on which Borrower may request cancellation of mortgage insurance may change as a result of the loan modification.

Loan Number [redacted]

(h) Any Borrower who co-signed the Security Instrument but did not execute the Note (a "Co-signer") and has not assumed the debt: (a) is co-signing this Agreement only to acknowledge the Agreement; (b) is not personally obligated to pay the sums secured by the Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of the Security Instrument or the Note without the Co-signer's consent.

7. Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

   Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

   The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for

Loan Number[redacted]

holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to Borrower any Funds held by Lender.

In Witness Whereof, Lender and I have executed this Modification Agreement as of the dates indicated below.

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

BK:4853 PG:495

Loan Number [redacted]

In Witness Whereof, the Borrower(s) have executed this agreement.

Charles H. Roark
Witness Printed Name

Witness Signature

Matthew Chambers
Witness Printed Name

Witness Signature

Borrower - **STACY H VINCENT**

Date: 4 / 21 / 2021

State of **GEORGIA**)
County of Walton)
Enter County Here

This record was acknowledged before me on 21st day of April, 2021 by **STACY H VINCENT** who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

________ Personally Known

or

✓ Produced Identification

Type ID Georgia Drivers License

(Signature of notary public)

Karen Ann Summers
(Name of notary typed, stamped, or printed)

Notary Public State of GEORGIA

Stamp/Seal

KAREN ANN SUMMERS NOTARY PUBLIC HENRY COUNTY

My Commission Expires: 5/29/2022

BK:4853 PG:496

Loan Number [redacted]

In Witness Whereof, the Lender has executed this Agreement.

Lender

NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER

By: ______________________________

Printed Name:

Erin Mowen
Vice President

Title: ______________________________

Date: APR 2 8 2021

Bria Brown
Witness for Lender -

Jin Moo Binene
Witness for Lender -

BK:4853 PG:497

Loan Number [redacted]

State of MICHIGAN
County of OAKLAND

Acknowledged by Erin Mowen, Vice President of Nationstar Mortgage LLC d/b/a Mr. Cooper a Limited Liability Corporation before me on the 28TH day of APRIL, 2021

Signature

Printed name K Otto

Notary public, State of MICHIGAN, County of Macomb

My commission expires MAY 16 2027

Acting in the County of OAKLAND

K OTTO
Notary Public, State Of Michigan
County of Macomb
My Commission Expires May 16, 2027
Acting in the County of OAKLAND

Annual Escrow Account Disclosure Statement

5/26/2023

mr. cooper
CHANGING THE FACE OF HOME LOANS

Loan Number	[redacted]
Analysis Date	May 3, 2023

8950 Cypres Waters Blvd.
Coppell TX 75019

STACY H VINCENT

2200 EMERALD DR, LOGANVILLE,GA,30052

Previous Payment		
Principal & Interest	$	1,090.78
Escrow	$	630.56
Total	**$**	**1,721.34**
New Payment		
Effective Date		June 1, 2023
Principal & Interest	$	1,090.78
Escrow	$	682.61
Total	**$**	**1,773.39**

The purpose of the Coming Year Escrow Projection is to determine the lowest balance "Low Point" to which your escrow account will decline over the upcoming year. The purpose of the Low Balance Summary is to compare the projected and allowable low point amounts. If the projected low point is greater than the allowable low point, there is a surplus. If the projected low point is less than the allowable low point, there is a shortage and/or deficiency which will be recovered by an adjustment to your monthly payment over a specified number of months. The adjustment amount(s) appears in the Low Balance Summary and New Payment information.

Our records indicate that you have filed a bankruptcy. This statement is sent for informational purposes only and is not an attempt to collect a debt. It does not alter or affect the terms of your bankruptcy proceedings. Please disregard the payment information if it conflicts with any order or requirement of the court.
If you filed a Chapter 13, any unpaid amounts prior to the filing of your bankruptcy petition may be paid through and in accordance with your bankruptcy plan. If you are a Chapter 13 debtor whose plan requires you to make regular post petition payments directly to the Chapter 13 trustee, any payment should be remitted to the trustee directly and

Escrow Accounts Summary		
Tax	$	3,974.67
Insurance	$	2,458.10
Lender-Placed Insurance	$	-
Mortgage Insurance	$	1,758.60
Annual Total	**$**	**8,191.37**
Approximate Monthly Deposit	**$**	**682.61**
Monthly Deposit Without Mortgage Insurance	**$**	**536.06**
RESPA Cushion (About Two Monthly Deposits)*	**$**	**1,072.13**

Escrow Included in Proof of Claims		
Bankruptcy Filing Date		May 1, 2023
Total Escrow Funds Advanced by Your Servicer at Filing Date	$	5,801.68
Plus Balance Required at Filing to Maintain RESPA Minimum	$	4,288.53
Minus Escrow Account Balance at Filing Date	$	-
Total Shortage at Filing Date	**$**	**10,090.21**

This column shows your new monthly escrow deposits over the next escrow cycle.

These columns show when each of your escrow accounts is expected to be paid during the next escrow cycle.

This column shows what your escrow balance would be without any additional funds.

This column shows the calculation of the amount of funds needed to maintain your RESPA cushion* through the next

Escrow Balance Projection							
Month	Escrow Payment	Tax Disbursements	Insurance Disbursements	LPI Disbursements	Mortgage Insurance Disbursements	Balance	Required Balance
					Beginning Balance	$ -	$ 4,288.53
Jun 2023	$ 682.61	$ -	$ 2,458.10	$ -	$ 146.55	$ (1,922.04)	$ 2,366.49
Jul 2023	$ 682.61	$ -	$ -	$ -	$ 146.55	$ (1,385.98)	$ 2,902.55
Aug 2023	$ 682.61	$ -	$ -	$ -	$ 146.55	$ (849.92)	$ 3,438.61
Sep 2023	$ 682.61	$ -	$ -	$ -	$ 146.55	$ (313.86)	$ 3,974.67
Oct 2023	$ 682.61	$ -	$ -	$ -	$ 146.55	$ 222.20	$ 4,510.73
Nov 2023	$ 682.61	$ 3,974.67	$ -	$ -	$ 146.55	$ (3,216.41)	$ 1,072.12
Dec 2023	$ 682.61	$ -	$ -	$ -	$ 146.55	$ (2,680.35)	$ 1,608.18
Jan 2024	$ 682.61	$ -	$ -	$ -	$ 146.55	$ (2,144.29)	$ 2,144.24
Feb 2024	$ 682.61	$ -	$ -	$ -	$ 146.55	$ (1,608.23)	$ 2,680.30
Mar 2024	$ 682.61	$ -	$ -	$ -	$ 146.55	$ (1,072.17)	$ 3,216.36
Apr 2024	$ 682.61	$ -	$ -	$ -	$ 146.55	$ (536.11)	$ 3,752.42
May 2024	$ 682.61	$ -	$ -	$ -	$ 146.55	$ (0.05)	$ 4,288.48
Totals	$ 8,191.32	$ 3,974.67	$ 2,458.10	$ -	$ 1,758.60		
					Balance Required at Filing to Maintain RESPA Cushion*		**$ 4,288.53**

* - The cushion allowed by federal law (RESPA) is two times your monthly escrow payment excluding any mortgage insurance payments, unless your state's laws specify a lower amount. The highlighted value in the Required Balance column indicates where the RESPA cushion limit is set--this is lowest balance your Escrow account will reach during the next Escrow cycle and all of the other values in the column are based on it.

Annual Escrow Account Disclosure Statement

5/26/2023

Escrow Account Transactions Prior to Bankruptcy Filing

Transaction Date	Description	Servicer Advance to Escrow	Borrower Deposit to Escrow	Servicer Recovery from Escrow	Payment from Escrow	Escrow Account Balance	Total Servicer Advances
1/8/2021	ESCROW ADVANCE	$ 8,304.10				$ 8,304.10	$ 8,304.10
1/8/2021	ESCROW ADJUSTMENT				$ 8,304.10	$ -	$ 8,304.10
1/12/2021	ESCROW ADJ				$ (8,304.10)	$ 8,304.10	$ 8,304.10
1/12/2021	ESCROW ADVANCE			$ 8,304.10		$ -	$ -
1/12/2021	ESCROW ADVANCE	$ 8,304.10				$ 8,304.10	$ 8,304.10
1/12/2021	ESCROW ADJ				$ 8,304.10	$ -	$ 8,304.10
1/26/2021	FHAMIP INS ADVANCE	$ 153.08				$ 153.08	$ 8,457.18
1/26/2021	FHAMIP INS DISBURSED				$ 153.08	$ -	$ 8,457.18
2/19/2021	HAZARD INSURANCE ADVANCE	$ 3,384.00				$ 3,384.00	$ 11,841.18
2/19/2021	HAZARD INSURANCE DISBURSED				$ 3,384.00	$ -	$ 11,841.18
2/24/2021	FHAMIP INS ADVANCE	$ 153.08				$ 153.08	$ 11,994.26
2/24/2021	FHAMIP INS DISBURSED				$ 153.08	$ -	$ 11,994.26
3/29/2021	FHAMIP INS ADVANCE	$ 153.08				$ 153.08	$ 12,147.34
3/29/2021	FHAMIP INS DISBURSED				$ 153.08	$ -	$ 12,147.34
4/28/2021	FHAMIP INS ADVANCE	$ 151.03				$ 151.03	$ 12,298.37
4/28/2021	FHAMIP INS DISBURSED				$ 151.03	$ -	$ 12,298.37
4/30/2021	ESCROW ADJ				$ (12,298.37)	$ 12,298.37	$ 12,298.37
4/30/2021	ESCROW ADVANCE			$ 12,298.37		$ -	$ -
4/30/2021	ESCROW ADVANCE	$ 12,298.37				$ 12,298.37	$ 12,298.37
4/30/2021	ESCROW ADJ				$ 12,298.37	$ -	$ 12,298.37
4/30/2021	ESCROW ADJ				$ (12,147.34)	$ 12,147.34	$ 12,298.37
4/30/2021	ESCROW ADVANCE			$ 12,147.34		$ -	$ 151.03
5/14/2021	ESCROW ADJ				$ (151.03)	$ 151.03	$ 151.03
5/14/2021	ESCROW ADVANCE			$ 151.03		$ -	$ -
5/14/2021	ESCROW ADVANCE	$ 151.03				$ 151.03	$ 151.03
5/14/2021	ESCROW ADJ				$ 151.03	$ -	$ 151.03
5/26/2021	FHAMIP INS ADVANCE	$ 151.03				$ 151.03	$ 302.06
5/26/2021	FHAMIP INS DISBURSED				$ 151.03	$ -	$ 302.06
6/2/2021	PAYMENT		$ 815.64			$ 815.64	$ 302.06
6/2/2021	ESCROW ADVANCE			$ 302.06		$ 513.58	$ -
6/15/2021	HAZARD INSURANCE ADVANCE	$ 1,180.92				$ 1,694.50	$ 1,180.92
6/15/2021	HAZARD INSURANCE DISBURSED				$ 1,694.50	$ -	$ 1,180.92
6/25/2021	FHAMIP INS ADVANCE	$ 151.03				$ 151.03	$ 1,331.95
6/25/2021	FHAMIP INS DISBURSED				$ 151.03	$ -	$ 1,331.95
7/7/2021	PAYMENT		$ 815.64			$ 815.64	$ 1,331.95
7/7/2021	ESCROW ADVANCE			$ 815.64		$ -	$ 516.31
7/27/2021	FHAMIP INS ADVANCE	$ 151.03				$ 151.03	$ 667.34
7/27/2021	FHAMIP INS DISBURSED				$ 151.03	$ -	$ 667.34
8/9/2021	PAYMENT		$ 815.64			$ 815.64	$ 667.34
8/9/2021	ESCROW ADVANCE			$ 667.34		$ 148.30	$ -
8/23/2021	HAZARD INSURANCE ADVANCE	$ 206.31				$ 354.61	$ 206.31
8/23/2021	HAZARD INSURANCE DISBURSED				$ 354.61	$ -	$ 206.31
8/26/2021	FHAMIP INS ADVANCE	$ 151.03				$ 151.03	$ 357.34
8/26/2021	FHAMIP INS DISBURSED				$ 151.03	$ -	$ 357.34
9/7/2021	PAYMENT		$ 815.64			$ 815.64	$ 357.34
9/7/2021	ESCROW ADVANCE			$ 357.34		$ 458.30	$ -
9/28/2021	FHAMIP INS DISBURSED				$ 151.03	$ 307.27	$ -
10/11/2021	PAYMENT		$ 815.64			$ 1,122.91	$ -
10/25/2021	COUNTY TAX ADVANCE	$ 2,426.19				$ 3,549.10	$ 2,426.19
10/25/2021	COUNTY TAX DISBURSED				$ 3,549.10	$ -	$ 2,426.19
10/26/2021	FHAMIP INS ADVANCE	$ 151.03				$ 151.03	$ 2,577.22
10/26/2021	FHAMIP INS DISBURSED				$ 151.03	$ -	$ 2,577.22
11/16/2021	PAYMENT		$ 815.64			$ 815.64	$ 2,577.22
11/16/2021	ESCROW ADVANCE			$ 815.64		$ -	$ 1,761.58
11/23/2021	FHAMIP INS ADVANCE	$ 151.03				$ 151.03	$ 1,912.61
11/23/2021	FHAMIP INS DISBURSED				$ 151.03	$ -	$ 1,912.61
12/16/2021	PAYMENT		$ 815.64			$ 815.64	$ 1,912.61
12/16/2021	ESCROW ADVANCE			$ 815.64		$ -	$ 1,096.97
12/28/2021	FHAMIP INS ADVANCE	$ 151.03				$ 151.03	$ 1,248.00
12/28/2021	FHAMIP INS DISBURSED				$ 151.03	$ -	$ 1,248.00
1/18/2022	PAYMENT		$ 815.64			$ 815.64	$ 1,248.00

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Escrow Account Transactions Prior to Bankruptcy Filing							
Transaction Date	Description	Servicer Advance to Escrow	Borrower Deposit to Escrow	Servicer Recovery from Escrow	Payment from Escrow	Escrow Account Balance	Total Servicer Advances
1/18/2022	ESCROW ADVANCE			$ 815.64		$ -	$ 432.36
1/26/2022	FHAMIP INS ADVANCE	$ 151.03				$ 151.03	$ 583.39
1/26/2022	FHAMIP INS DISBURSED				$ 151.03	$ -	$ 583.39
2/16/2022	PAYMENT		$ 815.64			$ 815.64	$ 583.39
2/16/2022	ESCROW ADVANCE			$ 583.39		$ 232.25	$ -
2/23/2022	FHAMIP INS DISBURSED				$ 151.03	$ 81.22	$ -
3/28/2022	FHAMIP INS ADVANCE	$ 69.81				$ 151.03	$ 69.81
3/28/2022	FHAMIP INS DISBURSED				$ 151.03	$ -	$ 69.81
4/26/2022	FHAMIP INS ADVANCE	$ 148.86				$ 148.86	$ 218.67
4/26/2022	FHAMIP INS DISBURSED				$ 148.86	$ -	$ 218.67
5/18/2022	HAZARD INSURANCE ADVANCE	$ 2,231.25				$ 2,231.25	$ 2,449.92
5/18/2022	HAZARD INSURANCE DISBURSED				$ 2,231.25	$ -	$ 2,449.92
5/18/2022	PAYMENT		$ 815.64			$ 815.64	$ 2,449.92
5/18/2022	ESCROW ADVANCE			$ 815.64		$ -	$ 1,634.28
5/24/2022	FHAMIP INS ADVANCE	$ 148.86				$ 148.86	$ 1,783.14
5/24/2022	FHAMIP INS DISBURSED				$ 148.86	$ -	$ 1,783.14
6/15/2022	PAYMENT		$ 795.64			$ 795.64	$ 1,783.14
6/15/2022	ESCROW ADVANCE			$ 795.64		$ -	$ 987.50
6/27/2022	FHAMIP INS ADVANCE	$ 148.86				$ 148.86	$ 1,136.36
6/27/2022	FHAMIP INS DISBURSED				$ 148.86	$ -	$ 1,136.36
7/27/2022	FHAMIP INS ADVANCE	$ 148.86				$ 148.86	$ 1,285.22
7/27/2022	FHAMIP INS DISBURSED				$ 148.86	$ -	$ 1,285.22
8/25/2022	FHAMIP INS ADVANCE	$ 148.86				$ 148.86	$ 1,434.08
8/25/2022	FHAMIP INS DISBURSED				$ 148.86	$ -	$ 1,434.08
9/26/2022	FHAMIP INS ADVANCE	$ 148.86				$ 148.86	$ 1,582.94
9/26/2022	FHAMIP INS DISBURSED				$ 148.86	$ -	$ 1,582.94
10/21/2022	COUNTY TAX ADVANCE	$ 3,974.67				$ 3,974.67	$ 5,557.61
10/21/2022	COUNTY TAX DISBURSED				$ 3,974.67	$ -	$ 5,557.61
10/27/2022	FHAMIP INS ADVANCE	$ 148.86				$ 148.86	$ 5,706.47
10/27/2022	FHAMIP INS DISBURSED				$ 148.86	$ -	$ 5,706.47
11/22/2022	FHAMIP INS ADVANCE	$ 148.86				$ 148.86	$ 5,855.33
11/22/2022	FHAMIP INS DISBURSED				$ 148.86	$ -	$ 5,855.33
12/20/2022	FHAMIP INS ADVANCE	$ 148.86				$ 148.86	$ 6,004.19
12/20/2022	FHAMIP INS DISBURSED				$ 148.86	$ -	$ 6,004.19
1/25/2023	FHAMIP INS ADVANCE	$ 148.86				$ 148.86	$ 6,153.05
1/25/2023	FHAMIP INS DISBURSED				$ 148.86	$ -	$ 6,153.05
2/23/2023	PAYMENT		$ 795.64			$ 795.64	$ 6,153.05
2/23/2023	ESCROW ADVANCE			$ 795.64		$ -	$ 5,357.41
2/23/2023	FHAMIP INS ADVANCE	$ 148.86				$ 148.86	$ 5,506.27
2/23/2023	FHAMIP INS DISBURSED				$ 148.86	$ -	$ 5,506.27
3/29/2023	FHAMIP INS ADVANCE	$ 148.86				$ 148.86	$ 5,655.13
3/29/2023	FHAMIP INS DISBURSED				$ 148.86	$ -	$ 5,655.13
4/26/2023	FHAMIP INS ADVANCE	$ 146.55				$ 146.55	$ 5,801.68
4/26/2023	FHAMIP INS DISBURSED				$ 146.55	$ -	$ 5,801.68
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Escrow Account Transactions Prior to Bankruptcy Filing							
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5/26/2023

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Annual Escrow Account Disclosure Statement

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Annual Escrow Account Disclosure Statement

Escrow Account Transactions Prior to Bankruptcy Filing							
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	Totals	$ 46,282.13	$ 9,747.68	$ 40,480.45	$ 15,549.36	$ -	$ 40,480.45