

After Recording, Mail To:
Rushmore Loan Management
Services LLC
ATTN: Collateral Dept.
8616 Freeport Parkway, Suite 100
Irving, TX 75063

This Document Prepared By:
Rushmore Loan Management
Services LLC
8616 Freeport Parkway, Suite 100
Irving, TX 75063

Parcel ID Number: 0761980110023

_____[Space Above This Line For Recording Data]_____
Original Recording Date: July 02, 2007 Loan No: 7602682707
Original Loan Amount: \$417,000.00 Investor Loan No: 192915201

LOAN MODIFICATION AGREEMENT
(Providing For Fixed Interest Rate)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

This Loan Modification Agreement ("Agreement"), made this 7th day of February, 2023, between **BASSAM BEIDAS and HANADI BEIDAS** ("Borrower") and **Rushmore Loan Management Services LLC**, whose address is **8616 Freeport Parkway, Suite 100, Irving, TX 75063** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **June 07, 2007** and recorded in Book/Liber **RP 046-47**, Page **0340**, Instrument No: **20070402093** and recorded on **July 02, 2007**, of the Official Records of **HARRIS County, TX** and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at
4032 OVERBROOK LANE, HOUSTON, TX 77027,

(Property Address)

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof;

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as



* 7 6 0 2 6 8 2 7 0 7 *
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Form 3179 1/01 (rev. 4/14)

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follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **February 1, 2023**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$971,963.48**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.750%**, from **February 1, 2023**. Borrower promises to make monthly payments of principal and interest of U.S. **\$4,527.00**, beginning on the **1st** day of **March, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.750%** will remain in effect until principal and interest are paid in full. If on **February 1, 2063** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Borrower understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and



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Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees 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.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging [].



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In Witness Whereof, the Lender and I have executed this Agreement.

[Signature]
BASSAM BEIDAS -Borrower

Date: 2/15/2023

Hanadi Beidas
HANADI BEIDAS is signing solely to acknowledge this document, but not to incur any personal liability for the debt.

Date: 2/15/2023

_____[Space Below This Line For Acknowledgments]_____

The State of Texas

County of Harris

Before me Robin Stallworth Notary Public, on this day personally appeared
(please print name)

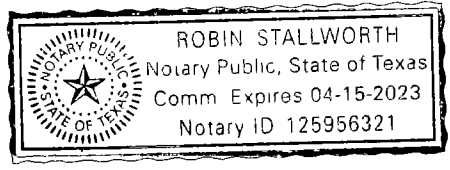
BASSAM BEIDAS and HANADI BEIDAS, known to me (or proved to me on the oath of Identity Card or through Identity Card (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15 day of February, A.D., 2023

Robin Stallworth
Signature of Officer

Notary Public
Title of Officer

My Commission expires: 4/15/2023



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Form 3479 1/01 (rev. 4/14)

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Rushmore Loan Management Services LLC

By: [Signature] (Seal) - Lender

Name: _____
Title: Tim Lightfoot

FEB 23 2023 Sr. Vice President Date of Lender's Signature

[Space Below This Line For Acknowledgments]

The State of TEXAS

County of DALLAS

Before me KIRK P DUNAR (name/title of officer) on this day personally appeared

Tim Lightfoot, the SR. VICE PRESIDENT of

Rushmore Loan Management Services, LLC

known to me (or proved to me on the oath of _____ or through Personally Known (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

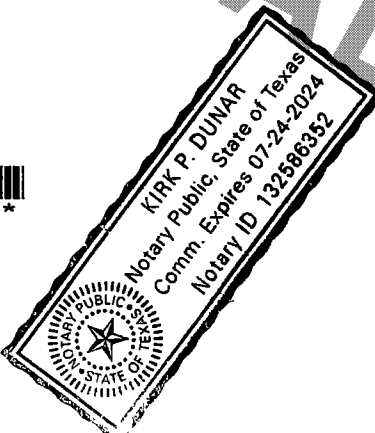
Given under my hand and seal of office this _____ day of FEB 23 2023, A.D., _____.

[Signature]
Signature of Officer

NOTARY PUBLIC

Title of Officer

My Commission expires : 24 JUL 2024



COPY

RP-2023-71970

Exhibit "A"

Loan Number: **7602682707**

Property Address: **4032 OVERBROOK LANE, HOUSTON, TX 77027**

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF HARRIS, STATE OF TEXAS: THE WEST 84 FEET OF LOT TWENTY-THREE (23) AND THE ADJOINING EAST 36 FEET OF LOT TWENTY-FOUR (24), IN BLOCK ELEVEN (11) OF OAK ESTATES, SECTION TWO (2), AN ADDITION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 35, PAGE 43 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

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1101 12338 06/18 Exhibit A Legal Description Attachment



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Pages 7

03/02/2023 10:06 AM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

TENESHIA HUDSPETH

COUNTY CLERK

Fees \$38.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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COPY
OFFICIAL
MEMORANDUM