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POST OFFICE BOX 17540  
CLEARWATER, FL 33762

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Loan Number: 402294500

## **LOAN MODIFICATION AGREEMENT**

*(Providing for Adjustable Interest Rate with Extension in Construction Term)*

**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 ANY 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 **21<sup>st</sup>** day of **MARCH 2018** between **ROBERTO SOLDEVILLA AND TAYDE S SOLDEVILLA, HUSBAND AND WIFE** ("Borrower") and **VALLEY NATIONAL BANK AS SUCCESSOR IN TRUST TO USAMERIBANK** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **MARCH 21, 2017** and filed in **DOCUMENT NO. 20170323000096670, OFFICIAL PUBLIC RECORDS, SHELBY COUNTY, ALABAMA** and the [Fixed/]Adjustable Rate Note (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 **104 BILTMORE DR, BIRMINGHAM, ALABAMA 35242**, the real property described being set forth as follows:

**LOT 31, ACCORDING TO THE SURVEY OF HABERSHAM PLACE, AS RECORDED IN MAP BOOK 37, PAGE 1 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**



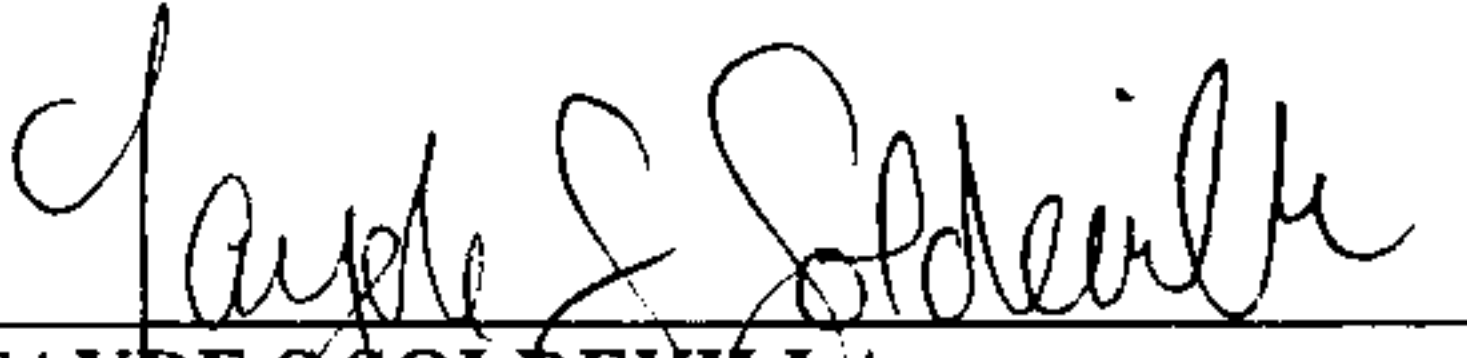
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Shelby Cnty Judge of Probate, AL  
04/05/2018 10:48:50 AM FILED/CERT

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **MARCH 21, 2018**, the amount payable under the Note and Security Instrument is U.S. **\$404,800.00** (this amount is called "Principal"), plus interest.
2. The Original Construction Period was for a term of **12** months and scheduled for a Completion Date of **MARCH 21, 2018**. Contractor, Borrower and Lender hereby agree to extend the Construction Period for an additional **3** months to end on **JUNE 21, 2018**, unless Lender at its sole discretion extends that date. Borrower promises to pay Lender interest payments on the outstanding principal balance of funds withdrawn from the construction account as agreed to in the original Note. All other construction terms and provisions remain unchanged.
3. At the end of the extended construction period, the Borrower promises to make monthly payments of principal and interest. Beginning on **JULY 1, 2018**, Borrower promises to make monthly payments of U.S. **\$2,011.10**. The amount of Borrower's monthly payments of principal and interest may change in accordance with the terms described in Section 4 of the Note. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest, and any other charges that Borrower may owe, are paid in full.
4. The interest rate the Borrower will pay will change on the **1<sup>st</sup>** day of **MARCH 2024** (the "Change Date") and thereafter in accordance with the terms of the original Note and [Fixed/]Adjustable Rate Rider. All the terms and provisions of Section 4 of the Note and any Adjustable Rate Rider attached to the Security Instrument providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note and any change or adjustment in the payments due and payable under the Note shall be and remain in full force and effect.
5. If on **MARCH 1, 2047** (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Contract, Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Contract, Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Executed this 21ST day of MARCH, 2018

  
ROBERTO SOLDEVILLA

  
TAYDE S SOLDEVILLA

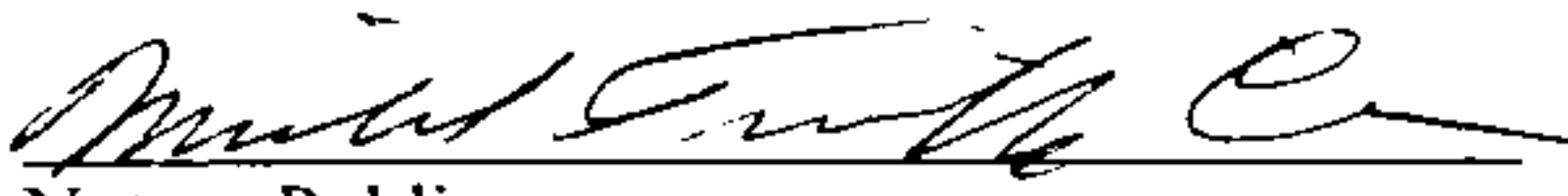
STATE OF ALABAMA §

County of SHELBY §


Before me, the undersigned, on this day personally appeared **ROBERTO SOLDEVILLA AND TAYDE S SOLDEVILLA**, known to me (or proved to me on the oath of \_\_\_\_\_) to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

Given under my hand and seal of office this 21ST day of MARCH, 2018.

(Seal)

  
Notary Public

*My commission expires September 30, 2020*

  
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Executed this 27TH day of MARCH, 2018

**VALLEY NATIONAL BANK AS SUCCESSOR IN TRUST TO USAMERIBANK**

By: *Annette Von Deylen*

Printed Name: ANNETTE VON DEYLEN

Title: SR. VICE PRESIDENT

STATE OF FLORIDA §

County of PINELLAS §

Before me, the undersigned, on this day personally appeared ANNETTE VON DEYLEN, SR. VICE PRESIDENT of **VALLEY NATIONAL BANK AS SUCCESSOR IN TRUST TO USAMERIBANK**, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 27TH day of MARCH, 2018.

(Seal)



*Martha M. Denton*

Notary Public

**LOAN ORIGATION ORGANIZATION:**  
**USAMERIBANK NMLS ID: 456668**  
**LOAN ORIGINATOR: CHARLTON BARGERON**  
**NMLS ID: 188649**

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