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MORTAMEN 1/6

This Document Prepared By:  
**DAVID O'BRIEN**  
**QUICKEN LOANS INC.**  
**635 WOODWARD AVE**  
**DETROIT, MI 48226**  
**(888) 663-7374**

When Recorded Mail To:  
**AMROCK**  
**662 WOODWARD AVENUE**  
**DETROIT, MI 48226**

**Source of Title:**

**Tax/Parcel #: 19 3 06 2 001 018.000**

**6565473-5425555** [Space Above This Line for Recording Data]

**Original Principal Amount: \$101,134.00**

**FHA\VA Case No.:011-870152 2 703**

**Unpaid Principal Amount: \$98,691.53**

**Loan No: 3381192495**

**New Principal Amount: \$87,399.46**

**Capitalization Amount: \$0.00**

①

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

This Loan Modification Agreement ("Agreement"), made this 11TH day of JANUARY, 2020, between **RIDGE EVAN BERRY, A SINGLE MAN ("Borrower")**, whose address is **251 MCGOWAN RD, WILSONVILLE, AL 35186** and **QUICKEN LOANS INC. ("Lender")**, whose address is **635 WOODWARD AVE, DETROIT, MI 48226**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **AUGUST 10, 2017** and recorded on **AUGUST 15, 2017** in **INSTRUMENT NO. 20170815000295630**, of the **OFFICIAL** Records of **SHELBY COUNTY, ALABAMA**, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

**251 MCGOWAN RD, WILSONVILLE, ALABAMA 35186**  
(Property Address)

the real property described being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

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

1. As of, **FEBRUARY 1, 2020** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$87,399.46**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **\$0.00**.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender Interest will be charged on the Unpaid Principal Balance at the yearly rate of **3.2500%**, from **FEBRUARY 1, 2020**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 380.37**, beginning on the **1ST** day of **MARCH, 2020**, 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 **FEBRUARY 1, 2050** (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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
  - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated

into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**
6. **Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.**
7. **Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.**

In Witness Whereof, I have executed this Agreement.

*Ridge Evan Berry*  
Borrower: **RIDGE EVAN BERRY**

1-24-2020  
Date

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

**BORROWER ACKNOWLEDGMENT**

The State of ALABAMA     )  
    SHELBY County     )

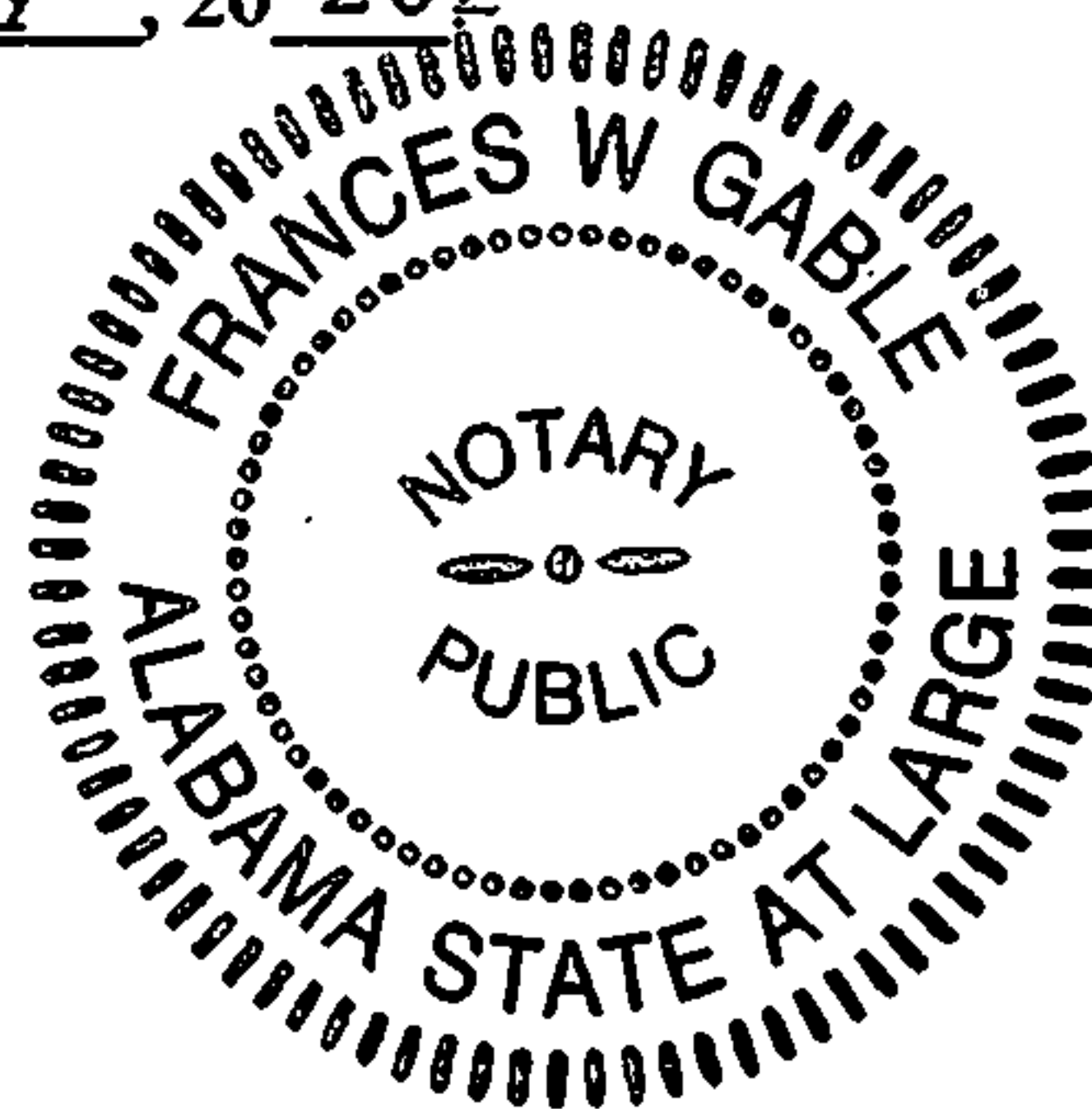
I, a Notary Public, hereby certify that **RIDGE EVAN BERRY** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same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

Given under my hand this 24th day of January, 20 2020

*Frances W. Gable*  
Notary Public

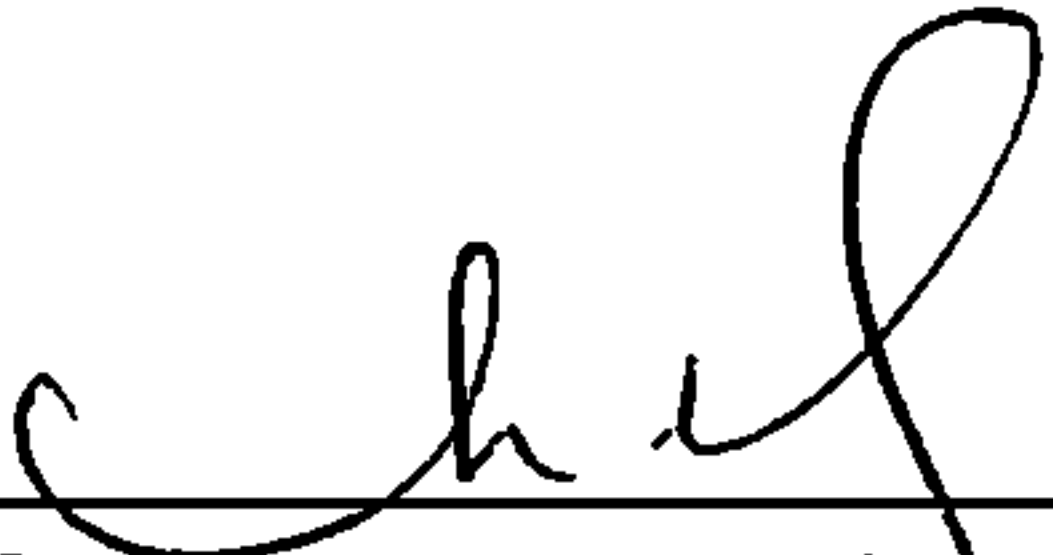
Print Name Frances W. Gable

My commission expires: April 29, 2023



In Witness Whereof, the Lender has executed this Agreement.

QUICKEN LOANS INC.


By  Melanie Wimberly 1-31-20  
Loss Mitigation Officer (print name) Date  
(title)  
[Space Below This Line for Acknowledgments]

**LENDER ACKNOWLEDGMENT**

STATE OF MICHIGAN

COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 1-31-20  
by Melanie Wimberly, the Loss Mitigation Officer of QUICKEN LOANS  
INC., a company, on behalf of said company.

  
Notary Public

KYLIE PARKS  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires 9/29/21  
Acting in the County of Wayne

Printed Name: Kylie Parks  
My commission expires: 9/29/21

**Drafted By:**  
**QUICKEN LOANS INC.**  
**635 WOODWARD AVE**  
**DETROIT, MI 48226**

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 19 3 06 2 001 018.000

Land situated in the Town of Wilsonville in the County of Shelby in the State of AL

A lot in the Town of Wilsonville, Alabama described as commencing at the intersection of the North line of the McGowan Ferry Public Road and the East line of the Columbiana and Vincent paved Highway No. 25; and run East along the North right of way line of McGowan Ferry Public Road a distance of 538 feet to the point of beginning of the lot herein described; thence run North 210 feet; thence run East 110 feet, thence run South 210 feet to the McGowan Ferry Road; thence run West along the North margin of McGowan Ferry Road a distance of 110 feet to the point of beginning, and being a part of the NW 1/4 of the NW 1/4 of Section 6, Township 21 South, Range 2 East, Shelby County, Alabama.

NOTE: The Company is prohibited from insuring the area or quantity of the land. The Company does not represent that any acreage or footage calculations are correct. References to quantity are for identification purposes only.

Commonly known as: 251 McGowan Rd, Wilsonville, AL 35186-0000

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES

Source of Title: Book , Page .



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
02/03/2020 10:26:42 AM  
\$168.10 CHERRY  
20200203000043620

*Allen S. Bayl*