



20210309000116560 1/4 \$300.55  
Shelby Cnty Judge of Probate, AL  
03/09/2021 10:50:56 AM FILED/CERT

[Space Above This Line For Recording Data]

**PREPARED BY & RETURN TO:**

Hannah Baker  
RE: Mtg Loan #8000381944  
BANCORPSOUTH BANK  
2778 WEST JACKSON ST  
TUPELO MS 38802  
(662) 678-7529

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (“Agreement”), made this 1st day of February 2021, between Lakeysia B Wallace and Ervin D Wallace, wife and husband. (“Borrower”) and BancorpSouth Bank (“Lender”), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the “Security Instrument”), and Timely Payment Rewards Rider, if any, July 3, 2012 and recorded in Book or Liber 20120703000234510 1/10 of the Chancery Clerk Records of Shelby County Judge of Probate, 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 106 Polo Field Way Chelsea AL 35043 the real property described being set forth as follows:

*See Attached*

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, 2021, the amount payable under the Note and the Security Instrument (the “Unpaid Principal Balance”) is U.S. \$179,679.96 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


The yearly rate of 2.625% from February 1, 2021, and Borrower promises to pay monthly payments of principal and interest in the amount of \$721.69 beginning on the 1st day of March 2021 and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full.

If on 02/01/2051, (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.

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. 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 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) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
  - (d) 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.
  - (e) 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.
  - (f) 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.

  
20210309000116560 2/4 \$300.55  
Shelby Cnty Judge of Probate, AL  
03/09/2021 10:50:56 AM FILED/CERT

[Signature]  
Borrower  
Lakeysia B Wallace

[Signature]  
Borrower  
Ervin D Wallace

[Signature]  
Unofficial Witness

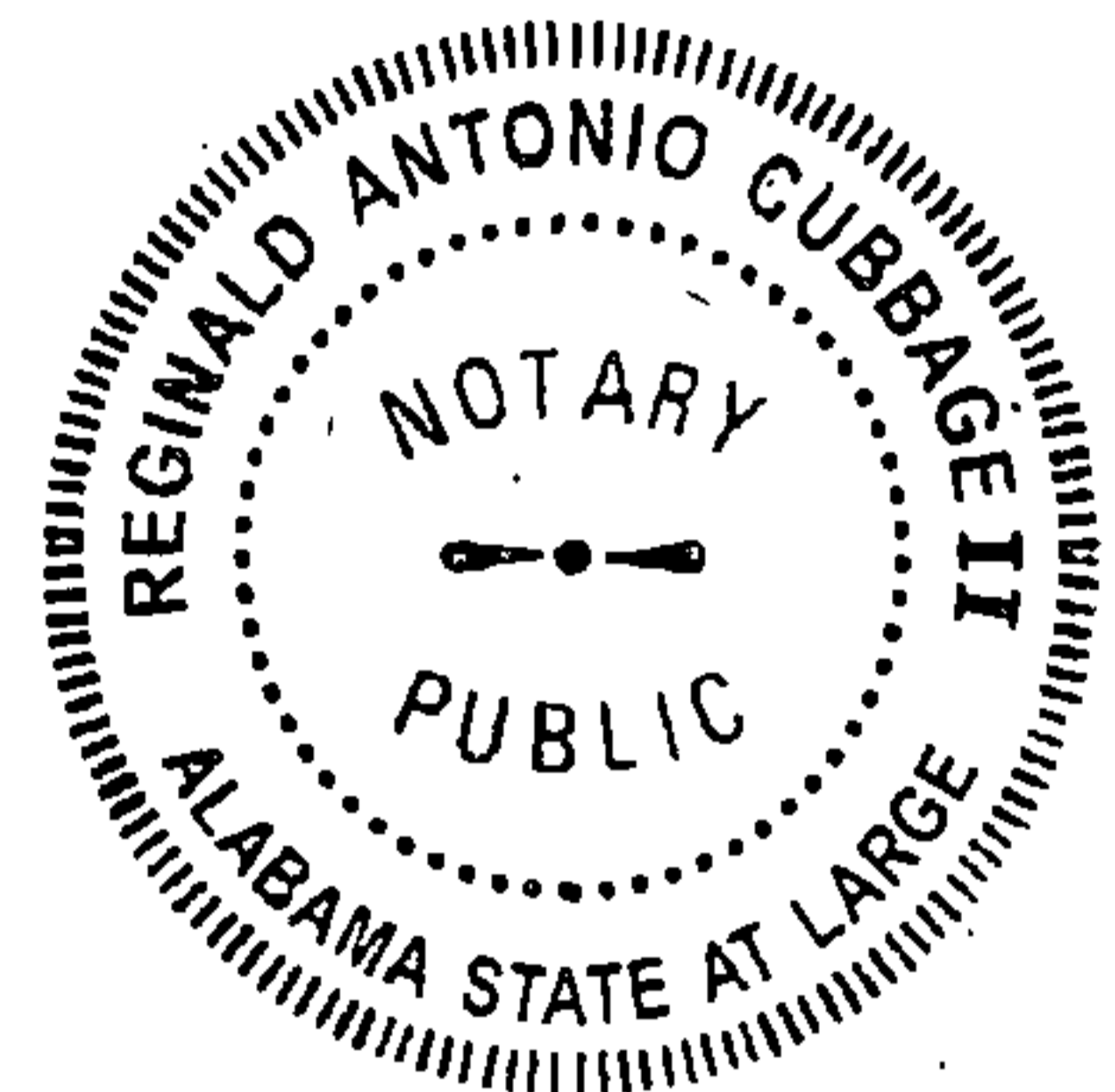
State of Alabama  
County of Jefferson

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of February 2021, with in my jurisdiction, within named Lakeysia B. Wallace and Ervin D. Wallace, who acknowledged that he/she/they executed the above and foregoing instrument.

My Commission Expires:

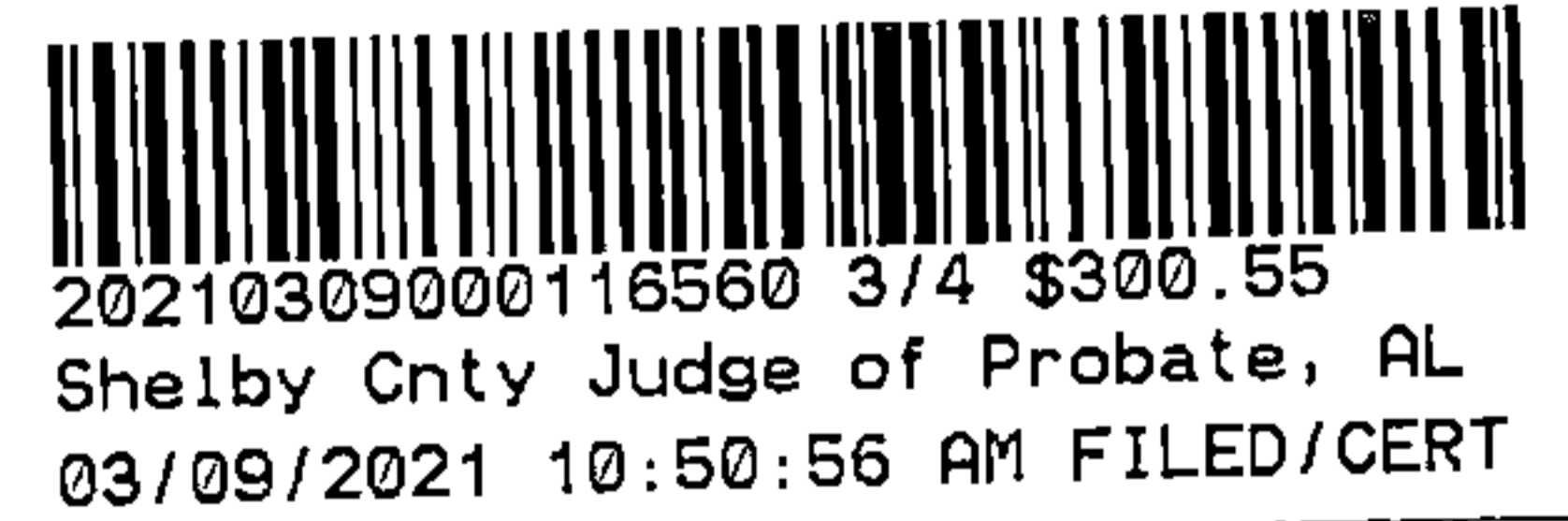
[Signature]  
Notary Public

MY COMMISSION EXPIRES 4-6-2024



Space Below This Line For Internal Use

[Signature]  
BancorpSouth Bank Officer



[Signature]  
BancorpSouth Bank Officer

Unofficial Witness

State of Mississippi  
County of Lee- Monroe

Personally appeared before me, the undersigned authority, in and for said County and State, the within named Julie Clemmer and Donna Reeder who are the First Vice President and Assistant Vice President of BancorpSouth Bank, Tupelo, Mississippi, who acknowledge that they signed, sealed and delivered the foregoing instrument on the date named therein as officer of said corporation, and that they are duly authorized and empowered so to do by resolution of the Board of Directors of said Corporation.

Given under my hand and seal this the 8 day of February, 2021

My commission Expires:  
2/09/2024

[Signature]  
Notary Public



8000381944

EXHIBIT "A"

Lot 153, according to the Survey of Polo Crossings, Sector 1, as recorded in Map Book 39, page 41, in the Probate Office of Shelby County, Alabama.

This is a first lien purchase money mortgage.



20210309000116560 4/4 \$300.55  
Shelby Cnty Judge of Probate, AL  
03/09/2021 10:50:56 AM FILED/CERT



20120703000234510 8/10 \$340.80  
Shelby Cnty Judge of Probate, AL  
07/03/2012 12:17:28 PM FILED/CERT