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06/02/2021 09:36:34 AM  
MORTAMEN 1/8

This Document Prepared By:  
**ANJALI MANGILIPPELly**  
**WELLS FARGO BANK, N.A.**  
**1 HOME CAMPUS**  
**DES MOINES, IA 50328**  
**(800) 416-1472**

When Recorded Mail To:  
**FIRST AMERICAN TITLE CO.**  
**FAMS – DTO RECORDING**  
**3 FIRST AMERICAN WAY**  
**SANTA ANA, CA 92707-9991**

**Source of Title: INSTRUMENT NO. 20020812000378490 DEED BOOK N/A, AT PAGE(S) N/A**  
**Tax/Parcel #: 15 7 35 0 000 011.000**

\_\_\_\_\_ [Space Above This Line for Recording Data] \_\_\_\_\_

**Original Principal Amount: \$74,550.00**

**Investor Loan No.:**

**Unpaid Principal Amount: \$67,912.61**

**Loan No: (scan barcode)**

**New Principal Amount: \$67,912.61**

**Total Cap Amount: \$0.00**

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

Executed on this day: **APRIL 30, 2021**

Borrower ("I")<sup>1</sup>: **CHARLES R KALLUS AND LYNNE KALLUS, HUSBAND AND WIFE**

Borrower Mailing Address: **360 HIGHWAY 446, COLUMBIANA, ALABAMA 35051**

Lender or Servicer ("Lender"): **WELLS FARGO BANK, N.A.**

Lender or Servicer Address: **1 HOME CAMPUS, DES MOINES, IA 50328**

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") **APRIL 29, 2016** and the Note

("Note") date of **APRIL 29, 2016** and Recorded on **MAY 6, 2016** in **INSTRUMENT NO.**

**20160506000152970, of the OFFICIAL Records of SHELBY COUNTY, ALABAMA**

Property Address ("Property"): **360 HIGHWAY 446, COLUMBIANA, ALABAMA 35051**

<sup>1</sup> If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I" or "my") shall include the plural (such as "we" or "our") and vice versa where appropriate.



Legal Description:

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

This Loan Modification Agreement ("Agreement") is made on **APRIL 30, 2021** by and between Borrower, as obligor(s), or as title holder(s) to the Property, as the context may require, and Lender. Borrower's obligations under the Note are secured by a properly recorded Mortgage, dated the same date as the Note encumbering the Property. Borrower agrees that, except as expressly modified in this Agreement, the Note and the Mortgage remain in full force and effect and are valid, binding obligations upon Borrower, and are properly secured by the Property.

This Agreement will amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are hereafter referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in the Loan Documents.

In consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows (notwithstanding anything to the contrary in the Loan Documents).

I understand that after I sign and return one copy of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Loan Documents. Further, except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement:

**1. The Modification.**

- A. The current contractual due date has been changed from **SEPTEMBER 1, 2020** to **JUNE 1, 2021**. The first modified contractual due date is **JUNE 1, 2021**.
- B. The maturity date will now be **MARCH 1, 2047**.
- C. Interest at the rate of **3.2500%** will begin to accrue on the unpaid principal balance of **\$67,912.61** ("Interest Bearing Principal Balance") as of **MAY 1, 2021**.
- D. The payment schedule for the modified loan is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On
310	3.2500%	05/01/2021	\$324.04	\$134.34	\$458.38	06/01/2021



**2. Additional Agreements.**

I agree to the following:

- A. If applicable, the Note may contain provisions allowing for changes in the interest rate and the monthly payment. The Note limits the amount the Borrower's interest rate can change at any one time and the maximum rate the Borrowers must pay.
- B. If the Borrower's balance has been reduced as a result of this Agreement, it is understood that any credit life, accident and health, and involuntary unemployment insurance written in connection with the Loan has been cancelled, and that any refund of unearned premiums or charges made because of the cancellation of such credit insurance is reflected in the amount due under this Agreement. **Exception:** In the state of California, Life, A&H, and IUI insurance must be cancelled, with refunds applied to the account prior to entry of the settlement transaction, even though there is no reduction in balance as part of the settlement.
- C. If the Loan has "Monthly Add-On Premium" Credit Life or Credit Accident & Health Insurance coverage, it is understood and agreed that the Borrowers acceptance of this Agreement will result in the cancellation of the above-mentioned insurances.
- D. If the Borrower's homeowners insurance should lapse, **Wells Fargo Home Mortgage** reserves the right to place Lender Placed Insurance (LPI) on the account. If LPI is placed on the account, the monthly payment could increase. All other terms of the Agreement will not be affected by the LPI and will remain in effect in accordance with this Agreement.
- E. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Notice of Special Flood Hazard disclosure.
- F. **CORRECTION AGREEMENT:** The undersigned Borrower(s), for and in consideration of the approval, closing and funding of this Agreement, hereby grants **Wells Fargo Home Mortgage**, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 180 days from the closing date of the undersigned's Modification, or the date any and all documents that the lender requires to be recorded have been successfully recorded at the appropriate office, whichever is later. Borrower agrees to make and execute such other documents or papers as necessary or required to effectuate the terms and conditions of this Agreement, which, if approved and accepted by Lender, shall bind and inure to their heirs, executors, administrators, and assigns of the Borrower.
- G. All the rights and remedies, stipulations, and conditions contained in the Loan Documents relating to default in the making of payments under the Loan Documents shall also apply to default in the



making of the payments under this Agreement.

- H. I agree that this Agreement will be null and void if the Lender is unable to receive all necessary title endorsement(s), title insurance product(s) and/or subordination Agreement(s).
- I. Borrower must deliver to **Wells Fargo Home Mortgage** a properly signed modification Agreement without alteration by **MAY 15, 2021**. If Borrower does not return a properly signed modification Agreement by this date and make all payments pursuant to the trial plan Agreement or any other required pre-modification payments, if applicable, **Wells Fargo Home Mortgage** may deny or cancel this Agreement. If the Borrower returns a properly signed Agreement by said date, payments pursuant to the loan modification Agreement are due as outlined in this modification Agreement. **Wells Fargo Home Mortgage** may deny or cancel this loan modification Agreement if Borrower fails to make the first payment due pursuant to this loan modification Agreement.

**All Borrowers are required to sign and date this Agreement in blue or black ink only as the Borrowers' name appears below. If signed using any other color or method, the document will not be accepted and another copy of the Agreement will be sent to the Borrower to be signed.**

**By signing below, all Borrowers certify they have read this Agreement in its entirety, that all Borrowers know and understand the meaning and intent of this Agreement and that all Borrowers enter into this Agreement knowingly and voluntarily. By signing below, all Borrowers agree to all terms and conditions described on every page of this Agreement.**



In Witness Whereof, I have executed this Agreement.

Charles R Kallus  
Borrower: CHARLES R KALLUS

5-12-2021  
Date

Lynne Kallus  
LYNNE KALLUS \*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

5-12-2021  
Date

**BORROWER ACKNOWLEDGMENT**

The State of Alabama )  
Shelby County )

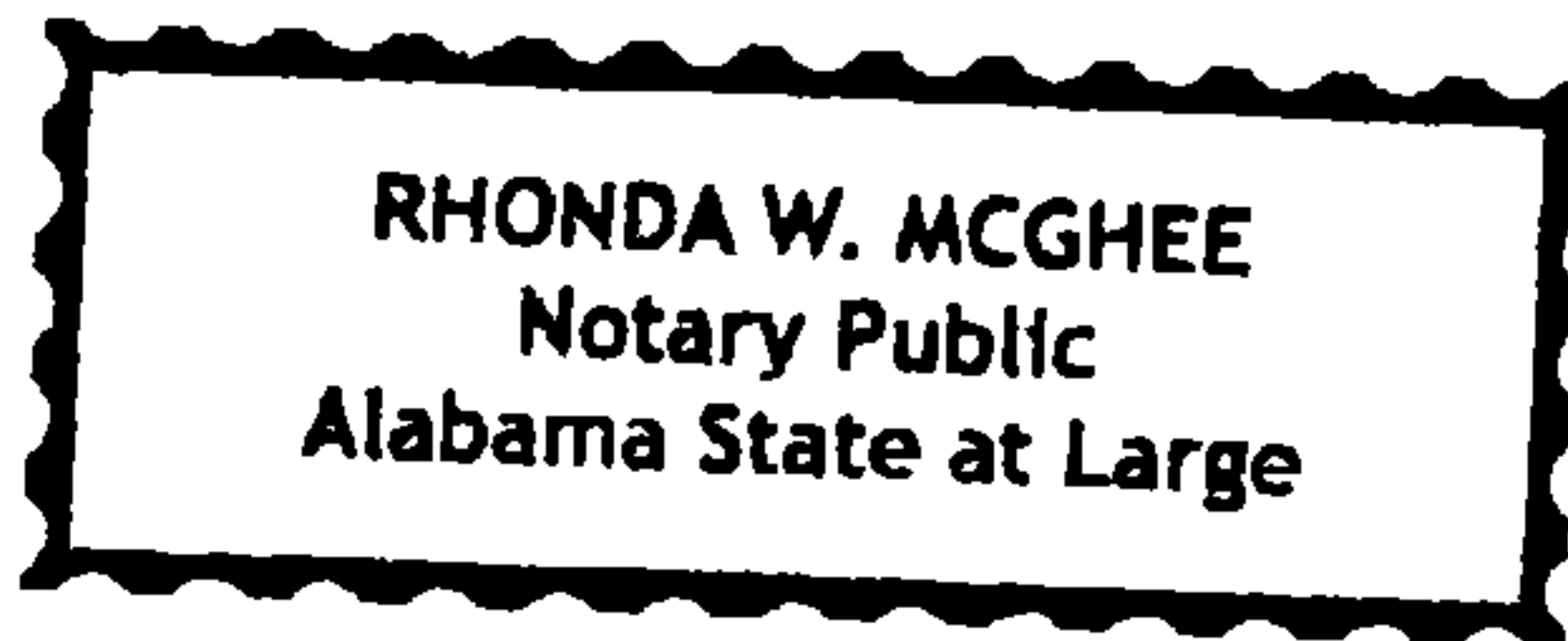
I, a Notary Public, hereby certify that **CHARLES R KALLUS, HUSBAND AND WIFE; LYNNE KALLUS, HUSBAND AND WIFE** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 12 day of May, 2021.

Rhonda W. Mc Ghee  
Notary Public

Print Name: Rhonda W. Mc Ghee

My commission expires: 6/4/2024



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

By: (print name) Mai Yer Xiong  
(title) Vice President Loan Documentation

[Signature]  
(sign)

5/26/2021  
Date

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

**LENDER ACKNOWLEDGMENT**

STATE OF Minnesota

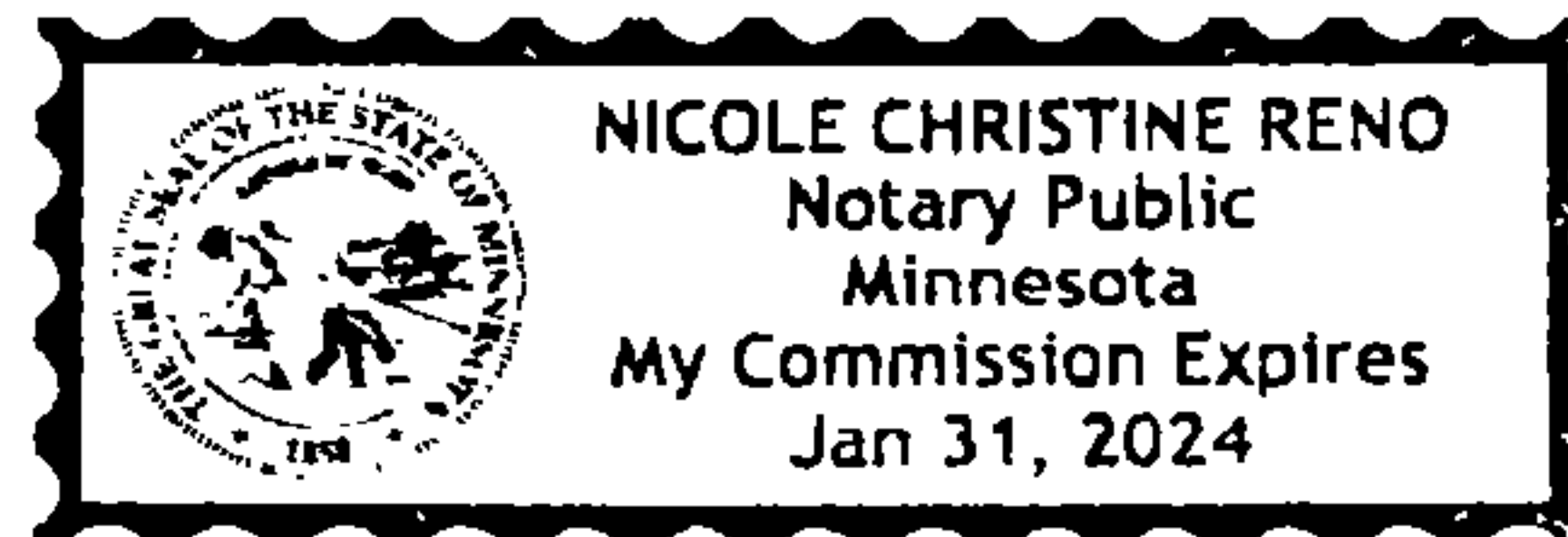
COUNTY OF Ramsey

This instrument was acknowledged before me

May 26<sup>th</sup>, 2021 (date) by Mai Yer Xiong

(name(s) of person(s)) as Vice President Loan Documentation (type of authority, e.g.,  
officer, trustee, etc.) of **WELLS FARGO BANK, N.A.** (name of party on behalf of whom  
the instrument was executed).

[Signature]  
Notary Public



Printed Name: Nicole Christine Reno

My Commission Expires:

Jan 31, 2024



**EXHIBIT A**

**BORROWER(S): CHARLES R KALLUS AND LYNNE KALLUS, HUSBAND AND WIFE**

**LOAN NUMBER: (scan barcode)**

**LEGAL DESCRIPTION:**

**THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA, AND DESCRIBED AS FOLLOWS:**

**A TRACT OF LAND SITUATED IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SECTION, WHICH IS THE POINT OF BEGINNING; THENCE RUN NORTH ALONG WEST BOUNDARY OF SAID EAST 1/2 OF SAID 1/4-1/4 SECTION, 209.92 FEET; THENCE 89 DEGREES 53 MINUTES RIGHT, RUN EAST AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID EAST 1/2 OF SAID 1/4- 1/4 SECTION, 209.53 FEET; THENCE 90 DEGREES 07 MINUTES RIGHT, RUN SOUTH AND PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF SAID 1/4-1/4 SECTION 209.92 FEET; THENCE 89 DEGREES 53 MINUTES RIGHT, RUN WEST ALONG SOUTH BOUNDARY OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF SOUTHEAST 1/4, 209.53 FEET TO THE POINT OF BEGINNING.**

**EASEMENTS FOR INGRESS AND EGRESS MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**EASEMENT NUMBER 1:**

**COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; NORTH ALONG THE EAST LINE OF SAID 1/4-1/4 SECTION 9 FEET TO THE POINT OF BEGINNING; THENCE 90 DEGREES LEFT 296 FEET TO THE CENTERLINE OF SHELBY COUNTY, HIGHWAY NUMBER 446 AND THE END OF SAID EASEMENT.**

**EASEMENT NUMBER 2:**

**COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 1 WEST; THENCE SOUTH ALONG THE WEST LINE OF SAID 1/4-1/4 SECTION 9 FEET TO THE POINT OF BEGINNING; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID 1/4-1/4 SECTION 694.85 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 11 DEGREES 56 MINUTES 11 SECONDS AND A RADIUS OF 120 FEET; THENCE FOLLOW THE ARC OF SAID CURVE 25 FEET TO THE END OF SAID EASEMENT.**

**EASEMENT NUMBER 3:**



**COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 1 WEST; THENCE RUN WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE ABOVE MENTIONED SECTION 296 FEET TO THE CENTERLINE OF SHELBY COUNTY ROAD NUMBER 446; THENCE 90 DEGREES RIGHT 9 FEET TO A POINT; THENCE 90 DEGREES TO THE RIGHT 296 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE ABOVE MENTIONED SECTION WHICH IS THE POINT OF BEGINNING; THENCE 22 DEGREES 34 MINUTES 37 SECONDS RIGHT 24.24 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE ABOVE MENTIONED SECTION WHICH IS THE END OF SAID EASEMENT.**

**ALSO KNOWN AS: 360 HIGHWAY 446, COLUMBIANA, ALABAMA 35051**



*Allie S. Bezel*