

20210602000268540
06/02/2021 09:41:52 AM
MORTAMEN 1/7

This Document Prepared By:
ANEES M NAVALGUND
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. 20130806000319830 DEED BOOK N/A, AT PAGE(S) N/A**
Tax/Parcel #: **09 3 07 0 007 002.000**

| | |
|--|--------------------------------|
| _____ [Space Above This Line for Recording Data] _____ | |
| Original Principal Amount: \$370,700.00 | Investor Loan No.: |
| Unpaid Principal Amount: \$320,952.38 | Loan No: (scan barcode) |
| New Principal Amount: \$320,952.38 | |
| Total Cap Amount: \$0.00 | |

LOAN MODIFICATION AGREEMENT (MORTGAGE)

Executed on this day: **MAY 7, 2021**
Borrower ("I")¹: **SONYA A. POWELL AKA SONYA A. POWELL- HARRISON, AN UNMARRIED PERSON**
Borrower Mailing Address: **4990 EAGLE CREST ROAD, BIRMINGHAM, ALABAMA 35242**
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") **JULY 31, 2013** and the Note ("Note") date of **JULY 31, 2013** and Recorded on **AUGUST 6, 2013** in **INSTRUMENT NO. 20130806000319840**, of the **OFFICIAL** Records of **SHELBY COUNTY, ALABAMA**

¹ 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.



Property Address ("Property"): 4990 EAGLE CREST ROAD, BIRMINGHAM, ALABAMA 35242

Legal Description:

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

This Loan Modification Agreement ("Agreement") is made on MAY 7, 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 **OCTOBER 1, 2020** to **JULY 1, 2021**. The first modified contractual due date is **JULY 1, 2021**.
- B. The maturity date will now be **MAY 1, 2044**.
- C. Interest at the rate of **3.2500%** will begin to accrue on the unpaid principal balance of **\$320,952.38** ("Interest Bearing Principal Balance") as of **JUNE 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 |
|--------|---------------|---------------------------|--|-------------------------------|-----------------------|-------------------|
| 275 | 3.2500% | 06/01/2021 | \$1,656.69 | \$277.97 | \$1,934.66 | 07/01/2021 |

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 22, 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.

Sonya A. Powell
Borrower: SONYA A. POWELL AKA SONYA A. POWELL- HARRISON

10 May 2021
Date

BORROWER ACKNOWLEDGMENT

The State of AL)
Jefferson County)

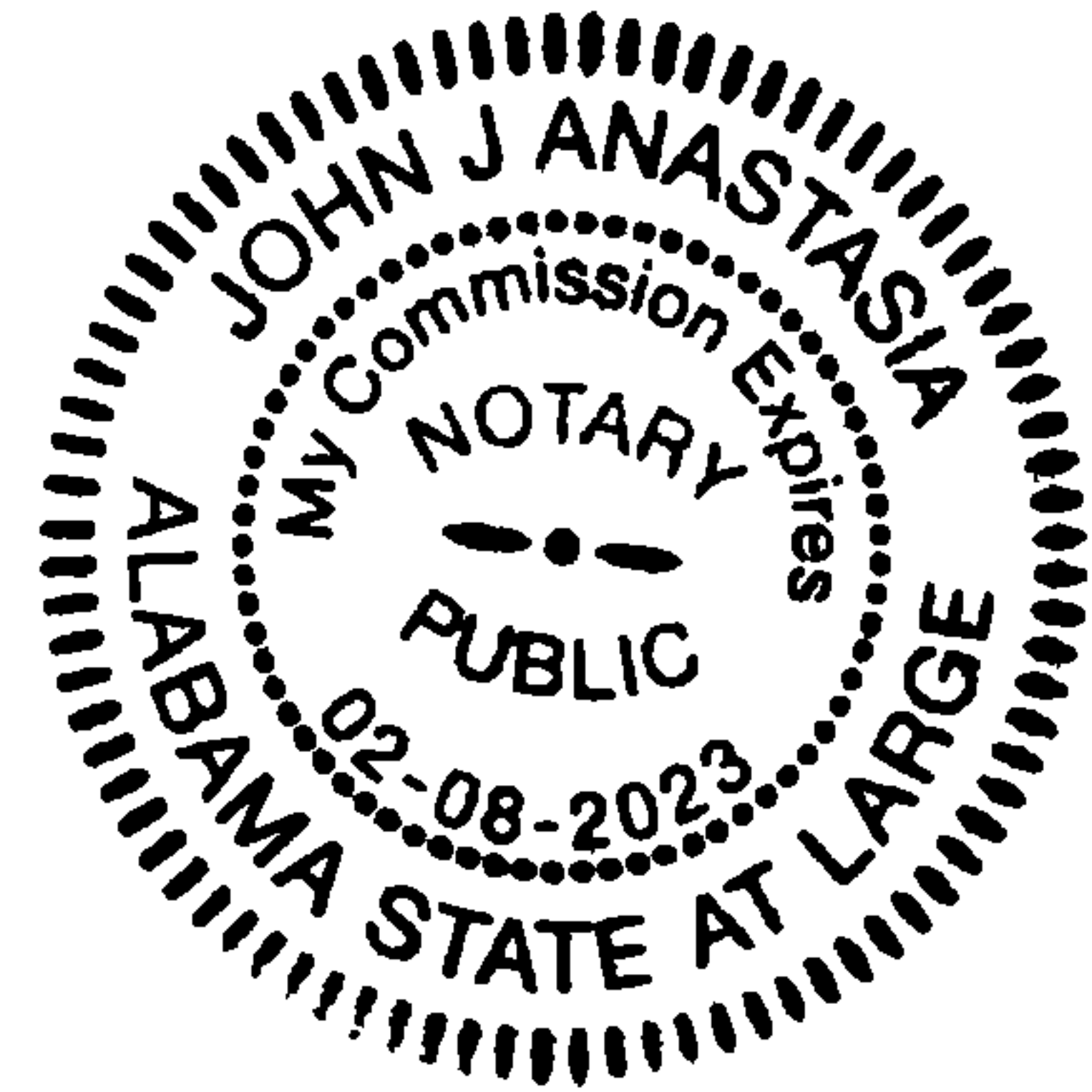
I, a Notary Public, hereby certify that SONYA A. POWELL AKA SONYA A. POWELL- HARRISON, AN UNMARRIED PERSON whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of May, 2021.

John J. Anastasia
Notary Public

Print Name: John J. Anastasia

My commission expires: 02-08-23



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

Thomas Howard Robinson
Vice President Loan Documentation

By: (print name)
(title)

[Signature]
(sign)

05-26-2021
Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

STATE OF minnesota

COUNTY OF Ramsey

This instrument was acknowledged before me

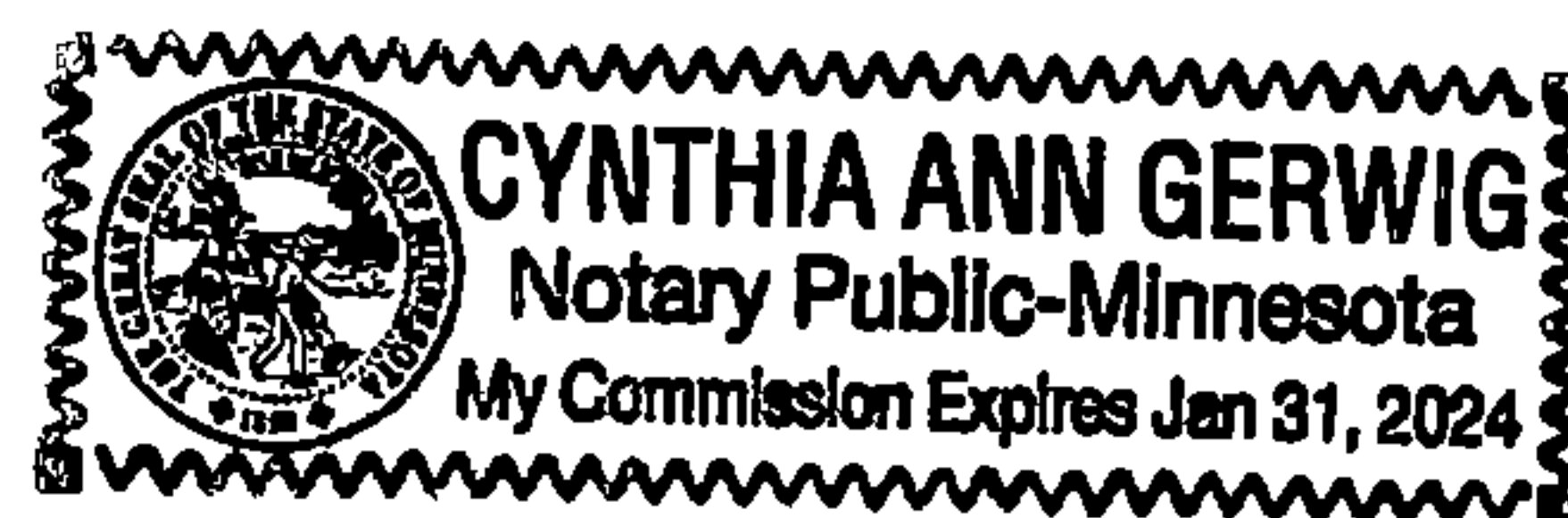
MAY 26 2021 (date) by Thomas Howard Robinson

(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: CYNTHIA ANN GERWIG

My Commission Expires:
JAN 31 2024



20210602000268540 06/02/2021 09:41:52 AM MORTAMEN
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EXHIBIT A

BORROWER(S): SONYA A. POWELL AKA SONYA A. POWELL- HARRISON, AN UNMARRIED PERSON

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:

LOT 902, ACCORDING TO THE SURVEY OF EAGLE POINT, 9TH SECTOR, AS RECORDED IN MAP BOOK 22, PAGE 102, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

ALSO KNOWN AS: 4990 EAGLE CREST ROAD, BIRMINGHAM, ALABAMA 35242



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/02/2021 09:41:52 AM
\$522.50 JOANN
20210602000268540

Allen S. Bayl