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01/05/2022 09:18:00 AM
MORTAMEN 1/9

This Document Prepared By:
DERIC MCLAUGHLIN
CASCADE LOANS
2701 E INSIGHT WAY SUITE 150
CHANDLER, AZ 85286
866-939-5581

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. 20180518000172710 DEED BOOK 48, AT
PAGE(S) 80

Tax/Parcel #: 07 2 10 2 000 001.004

_____ [Space Above This Line for Recording Data] _____

Original Principal Amount: \$99,440.00

FHA\VA Case No.:

Unpaid Principal Amount: \$96,293.95

MERS Min: 20180824000305860

New Principal Amount: \$88,430.14

MERS Phone #: (888) 679-6377

New Money (Cap): \$8,758.92

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **15TH** day of
SEPTEMBER, 2021, between **JEFFERY SCOTT TIPTON** ("Borrower"), whose address

HUD-HAMP 05312021_356

 1828896

is **1176 AUTUMN DR, VINCENT, ALABAMA 35178** and **CASCADE LOANS** ("Lender"), whose address is **2701 E INSIGHT WAY STE 150, CHANDLER, AZ 85286**, and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **MAY 15, 2018** and recorded on **MAY 18, 2018** in **INSTRUMENT NO. 20180518000172720**, 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

1176 AUTUMN DR, VINCENT, ALABAMA 35178
(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, **OCTOBER 1, 2021** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$88,430.14**, 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. **\$8,758.92**.
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 **2.8750%**, from **OCTOBER 1, 2021**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$ 366.89**, beginning on the **1ST** day of **NOVEMBER, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **OCTOBER 1, 2051** (the "Maturity Date"), the 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; and
 - (b) all terms and provisions of any adjustable rate rider, 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.
8. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and

assigns. **MERS is the Mortgagee of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

In Witness Whereof, I have executed this Agreement.

[Signature]
Borrower: **JEFFERY S TIPTON**

11-16-2021
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

The State of **ALABAMA**)
Talladega County)

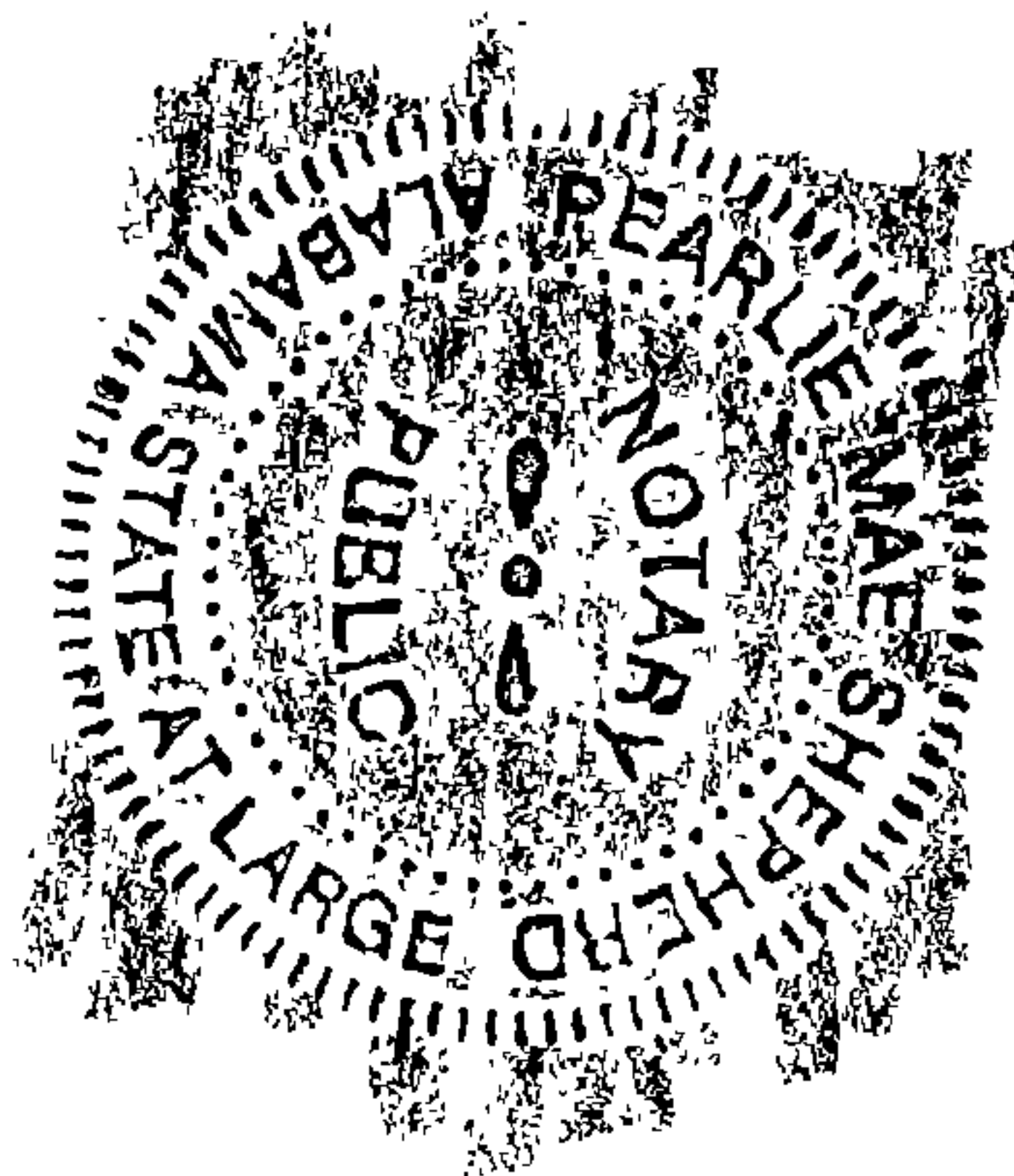
I, a Notary Public, hereby certify that **JEFFERY S TIPTON** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same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

Given under my hand this 16th day of November, 2021.

[Signature]
Notary Public

Print Name Pearlie Shepherd

My commission expires: MY COMMISSION EXPIRES: JANUARY 28, 2025



Mortgage Electronic Registration Systems, Inc., ("MERS"), is a separate corporation that is acting solely as a nominee for lender and lender's successors and assigns

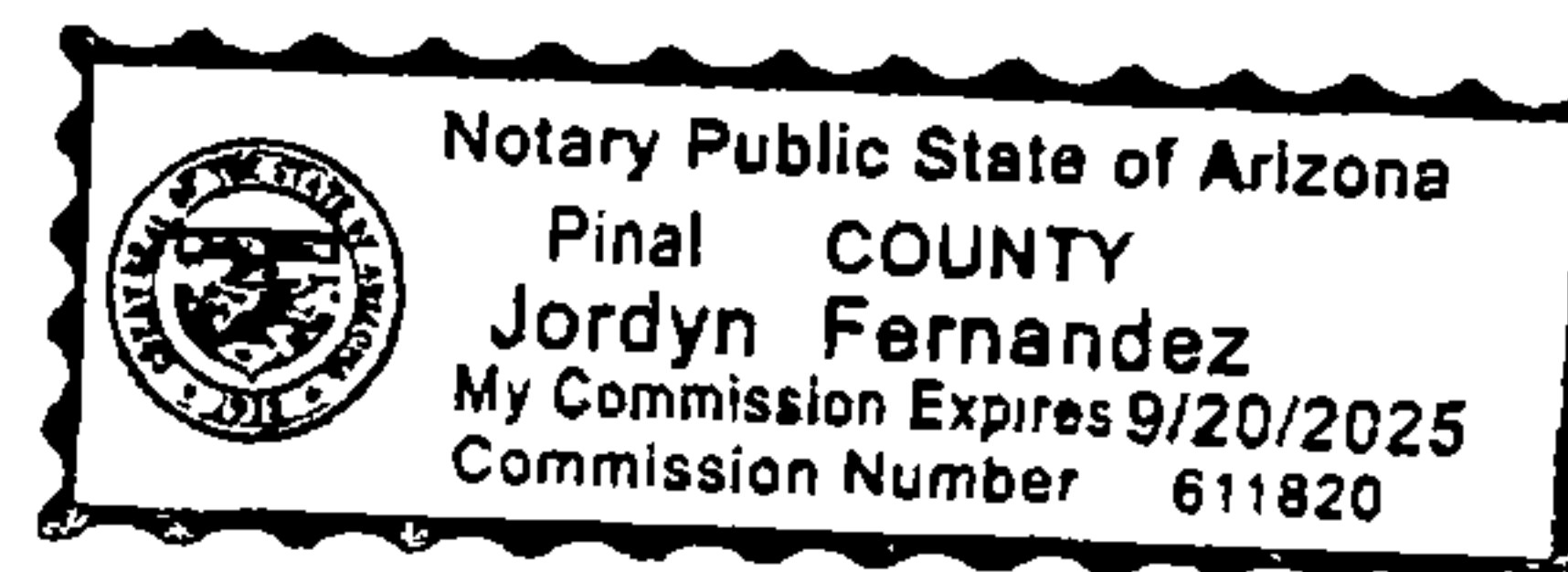
By 
Jeff Moore
Assistant Secretary

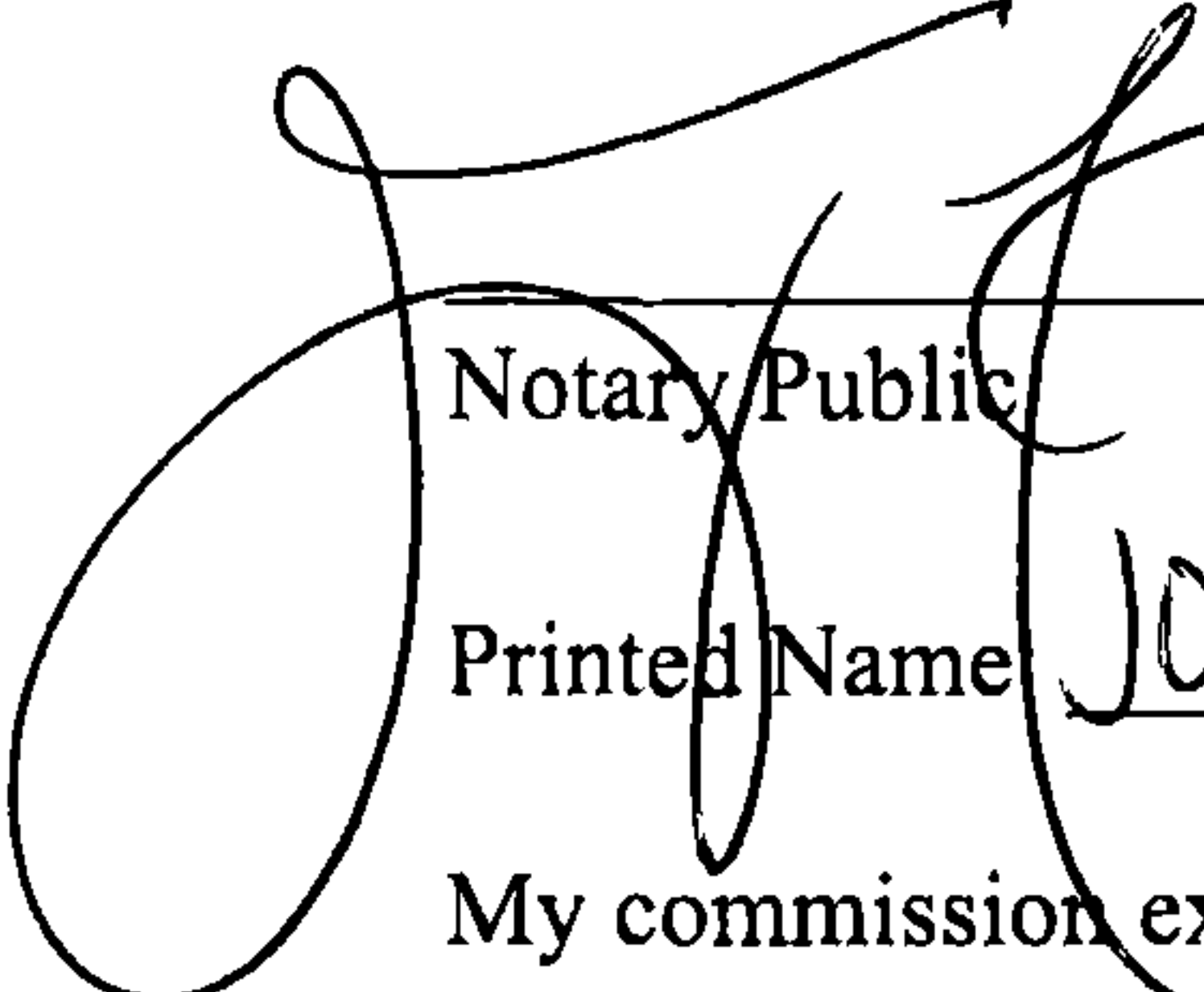
12/16/21
Date

_____[Space Below This Line for Acknowledgments]_____

State of ARIZONA
County of MARICOPA

The foregoing instrument was acknowledged before me this 12.16.21
by **Jeff Moore , Assistant Secretary** of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, on behalf of the corporation.




Notary Public 2
Printed Name Jordyn Fernandez
My commission expires: 09.20.25

In Witness Whereof, the Lender has executed this Agreement.

SOUTHWEST STAGE FUNDING, LLC DBA CASCADE FINANCIAL SERVICES

[Signature] Jeff Moore 12/16/21
By Jeff Moore (print name) Date
Senior Vice President (title) *SVP*

____ [Space Below This Line for Acknowledgments] ____

State of ARIZONA
County of MARICOPA

The foregoing instrument was acknowledged before me this
12.16.21 by **JEFF MOORE , SENIOR VICE PRESIDENT** of
SOUTHWEST STAGE FUNDING, LLC DBA CASCADE FINANCIAL SERVICES, a
company, on behalf of the company.

[Signature]
Notary Public
Printed Name: Jordyn Fernandez
My commission expires: 09.20.25

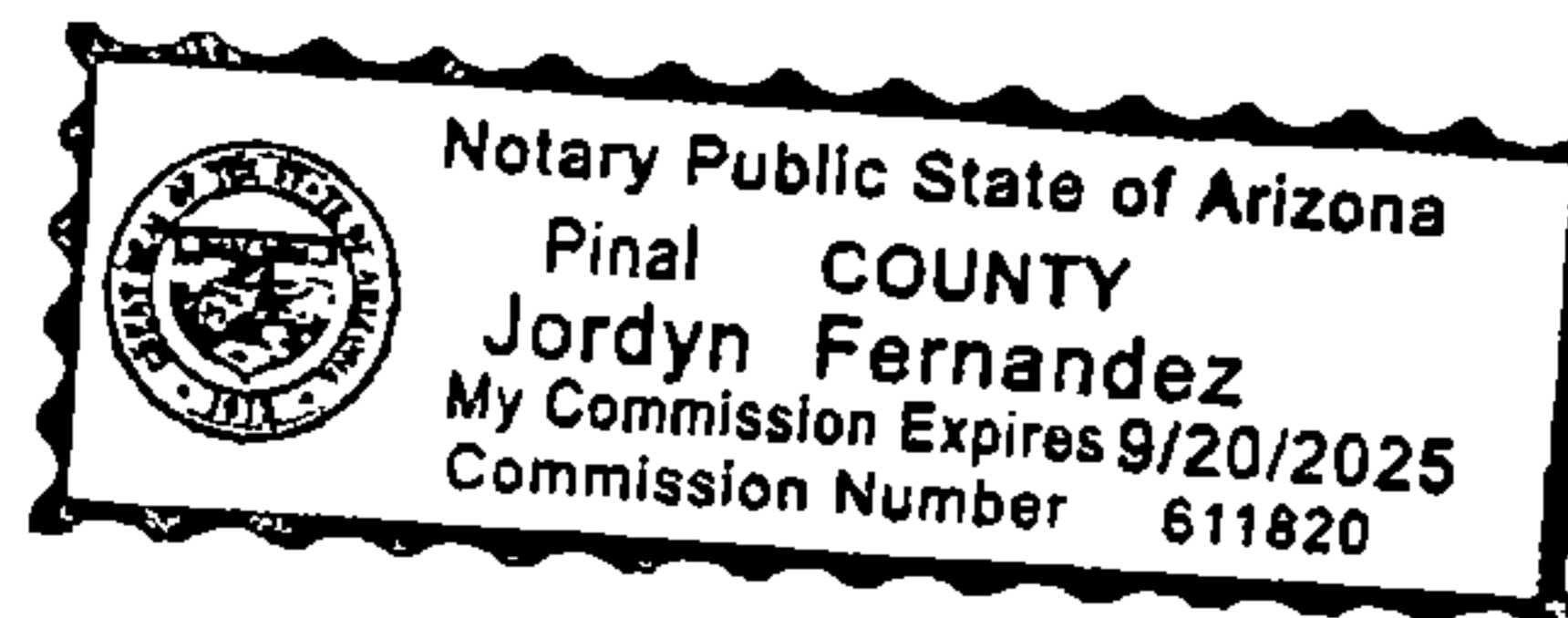


EXHIBIT A

BORROWER(S): JEFFERY SCOTT TIPTON

LOAN NUMBER: 1828896

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF VINCENT, COUNTY OF SHELBY, STATE OF ALABAMA, and described as follows:

LOT 2 OF THE SURVEY OF THE TIPTON FAMILY SUBDIVISION RECORDED IN MAP BOOK 48, PAGE 80 AND LYING IN AND BEING PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 SOUTH RANGE 2 EAST, SHELBY COUNTY ALABAMA AND BEING. MORE PERTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE S 88°27'E FOR A DISTANCE OF 434.59' TO A POINT MARKED WITH A CAPPED PIN, ALSO KNOWN AS THE POINT OF BEGINNING; THENCE CONTINUE S 88°27' E FOR A DISTANCE OF 361.52' TO A POINT MARKED WITH A CAPPED PIN; THENCE N 01°33'E FOR A DISTANCE OF 361.50' TO A POINT MARKED WITH A CAPPED PIN; THENCE N 88°27' W FOR A DISTANCE OF 361.52' TO A POINT MARKED WITH A CAPPED PIN; THENCE S 01°33' W FOR A DISTANCE OF 361.50' TO THE POINT OF BEGINNING.

ALSO, A 60' EASEMENT:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10, THENCE S 88°27'E FOR A DISTANCE OF 434.59' TO A POINT MARKED WITH A CAPPED PIN; THENCE CONTINUE S 88°27'E FOR A DISTANCE OF 361.52' TO A POINT MARKED WITH A CAPPED PIN; THENCE N 01°33'E FOR A DISTANCE OF 361.50' TO A POINT MARKED WITH A CAPPED PIN; THENCE N 88°27' W FOR A DISTANCE OF 190.35' TO A POINT ALSO KNOWN AS THE POINT OF BEGINNING OF SAID 60' EASEMENT; THENCE N 09°49' W FOR A DISTANCE OF 339.00' TO A POINT MARKED WITH A 1/2" REBAR LYING ON THE SOUTH RIGHT OF WAY OF AUTUMN DRIVE; THENCE N 65°42' W ALONG SAID SOUTH RIGHT OF WAY FOR A DISTANCE OF 71.80' TO A POINT MARKED WITH A CAPPED PIN; THENCE S 09°49' E FOR A DISTANCE OF 367.32' TO A

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POINT ON THE NORTH LINE OF LOT 2. MAP BOOK 48. PAGE 80; THENCE S 88°27' E FOR A DISTANCE OF 60.53' TO THE POINT OF BEGINNING.

ALSO KNOWN AS: 1176 AUTUMN DR, VINCENT, ALABAMA 35178



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/05/2022 09:18:00 AM
\$191.45 JOANN
20220105000004390**

Allen S. Bayl