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07/12/2022 03:59:46 PM
MORTAMEN 1/10

Prepared By: Holly Wing
Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134
405-252-5400
Loan No.: 9734340095

LOAN MODIFICATION AGREEMENT

Borrower(s): James Butler Pitchford Jr.; a Married man
County of Shelby
State of Alabama
See Exhibit A

The agreement herewith tendered for recording does not secure a re-loan or re-advance or new loan except the indebtedness secured by the previously recorded mortgage:

Original Mortgage: MERS, Mortgage Electronic Registration Systems, Inc., as nominee for Caliber Home Loans, Inc. , its successors and assigns in the Original principal amount \$374,154.00 recorded on 2/4/2019, Instrument Number: 20190204000037150, Book No.: n/a, Page No.: n/a.

Assignment: Caliber Home Loans, Inc., 13801 Wireless Way, Oklahoma 73134 recorded 6/30/2022 Instrument No. 20220630000259870, Bk: n/a, Pg: n/a

Original Balance: \$374,154.00
Current Balance: \$366,318.36
New Balance \$409,316.10
New Money: \$42,997.74

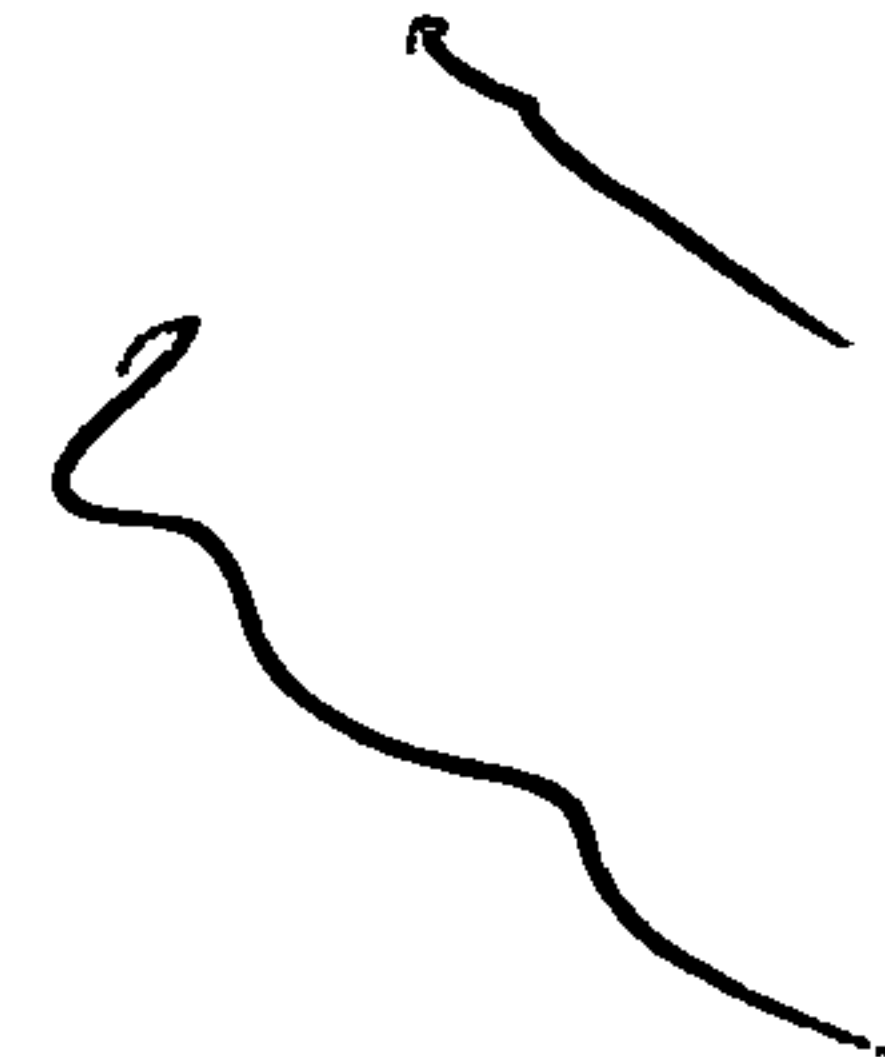
PREMISES ARE OR WILL BE IMPROVED BY 1-2 FAMILY DWELLING ONLY

See Exhibit A

Parcel ID: 14-1-02-3-003-041.000

Loan Number: 9734340095

VA Case Number: 222260731440



Return To: Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED.

This Loan Modification Agreement ("*Agreement*"), made April 1, 2022 ("*Agreement Date*"), between JAMES BUTLER PITCHFORD JR ("*Borrower*"), Caliber Home Loans, Inc. ("*Lender*"), and Mortgage Electronic Registration Systems, Inc. ("*MERS*") ("*Beneficiary*"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "*Security Instrument*"), and Timely Payment Rewards Rider, if any, dated February 1, 2019, and recorded in Book of Liber N/A, at page(s) N/A, of the Official Records of Shelby, Alabama and (2) the Note in the original principal sum of U.S \$374,154.00 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:

201 WILD TIMBER PKWY, PELHAM, AL 35124-2535,



the real property described being set forth as follows:

The legal description to the Property may be attached to this Agreement by the Servicer if required.

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Agreement. The Borrower and the Lender agree that the provisions of this Agreement supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

In consideration of mutual promised and agreements exchanged, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

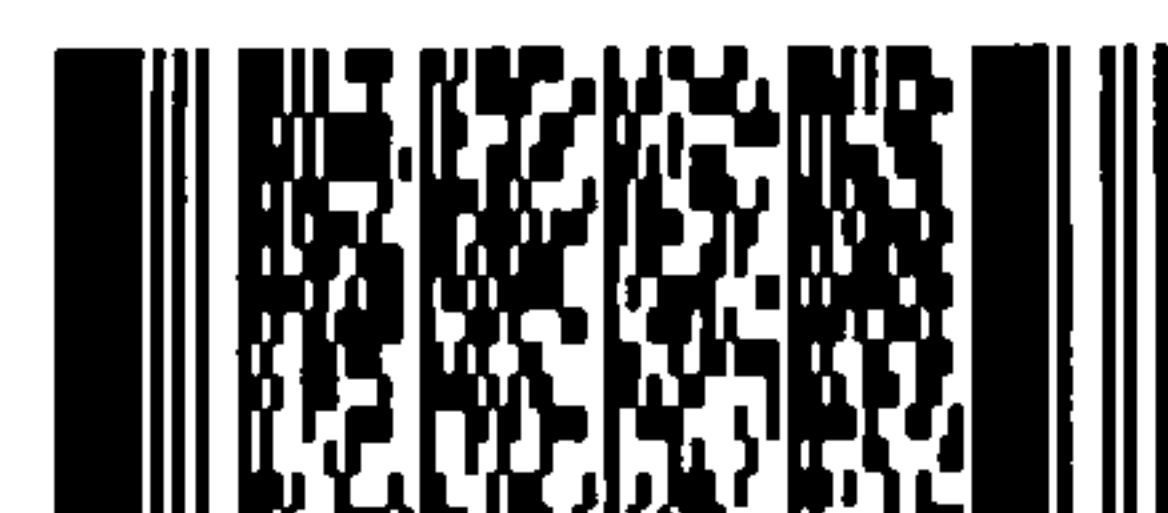
1. As of April 1, 2022, the amount payable under the Note and the Security Instrument (the "*Unpaid Principal Balance*") is U.S. \$409,316.10, consisting of the unpaid amount(s) loaned to Borrower by Lender, or Lender's predecessor in interest, plus any interest and other amounts capitalized.

Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Servicer. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.500%, from April 1, 2022. Borrower promises to make monthly payments of principal and interest of U.S. \$1,873.98, beginning on May 1, 2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.500% will remain in effect until principal and interest are paid in full. If on April 1, 2051 (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.

2. 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.

3. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
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 Agreement Date set forth 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) 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.
- (D) All costs and expenses incurred by Lender in connection with this Agreement, including attorney's fees and costs, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (E) 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.

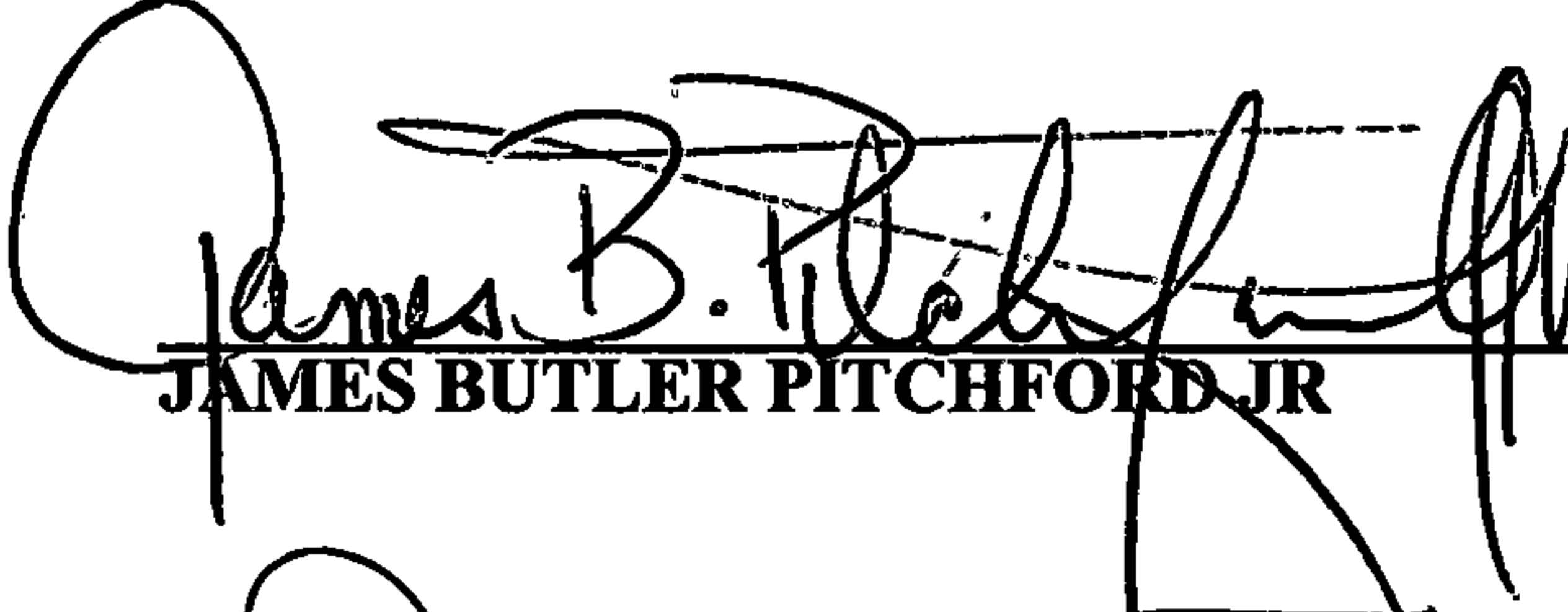
6. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.

Whereof, Servicer and Borrower have executed this Modification Agreement as of the dates indicated below.

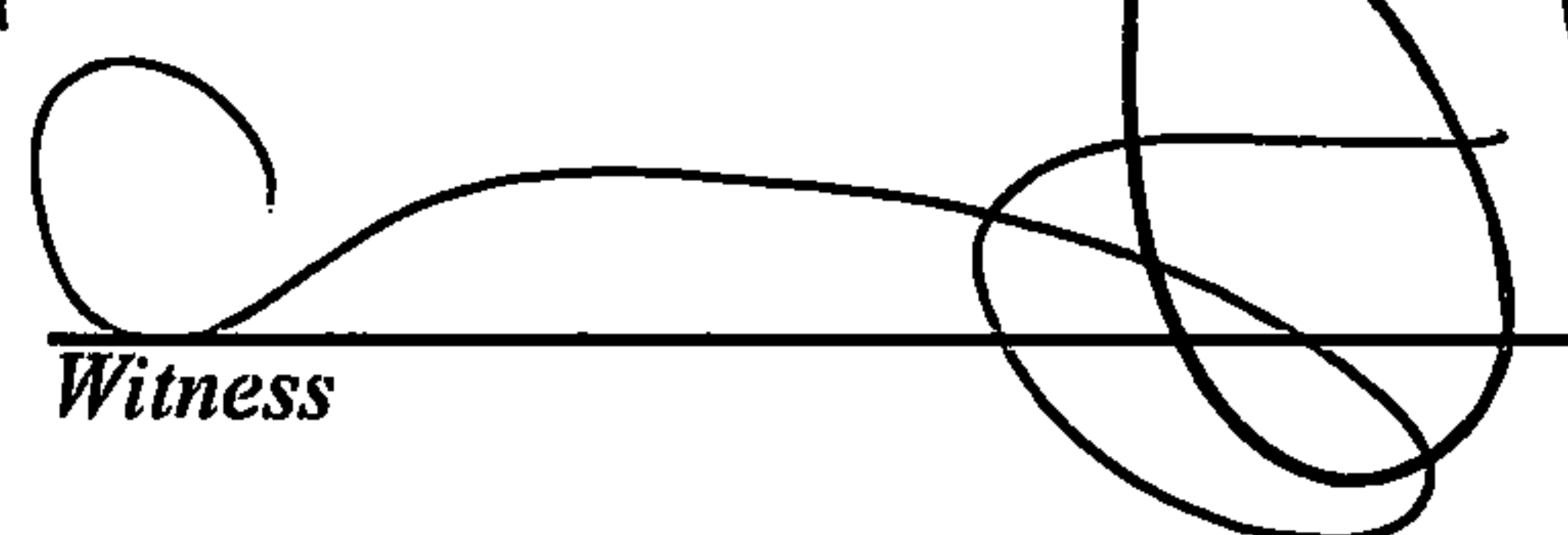


In Witness Whereof, Caliber Home Loans, Inc. and I have executed this Modification Agreement as of the dates indicated below.

Borrower




JAMES BUTLER PITCHFORD JR
Date 4/6/2022
Seal



Witness


Lender

Caliber Home Loans, Inc.

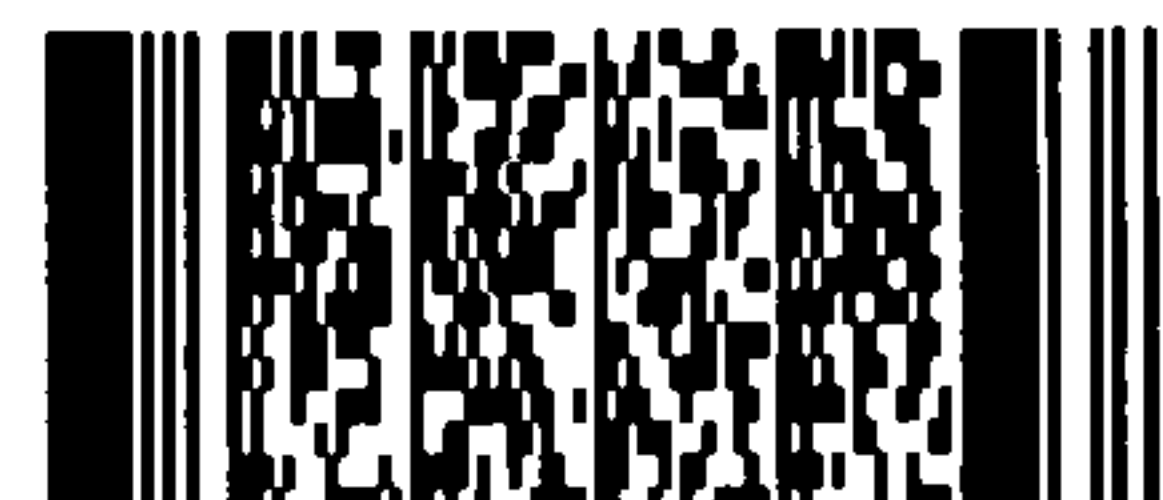


Aimee McHargue Loss Mitigation Manager
Date MAY 12 2022
Seal

Mortgage Electronic Registration Systems, Inc. ("MERS")



MERS - Nominee for Lender
Date MAY 12 2022
Aimee McHargue, Assistant Secretary



Acknowledgment

State of Alabama

County of Shelby

I Patrick David Dempsey a notary public, hereby certify that JAMES BUTLER PITCHFORD JR whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand April 8th 2022

Patrick David Dempsey
Notary Public

Patrick David Dempsey
(Print Name)

My commission expires: 8-1-2025



Acknowledgment

State of ~~Alabama~~ Oklahoma

County of ~~Shelby~~ Oklahoma

I Robin Brooks a notary public, hereby certify that Aimee McHargue Loss Mitigation Manager whose name(s) as _____ of Caliber Home Loans, Inc., is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they, as such _____ and with full authority, executed the same voluntarily for and as the act of said Caliber Home Loans, Inc..

Given under my hand MAY 12 2022

Robin Brooks
Notary Public

(Print Name)

My commission expires: _____



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Imb Tracking Number: 00040107971536676553

Loan Number: 9734340095

VA Case Number: 222260731440

This Document Prepared By: Caliber Home Loans, Inc.

13801 Wireless Way

Oklahoma City, OK 73134



State of Oklahoma

County of Oklahoma

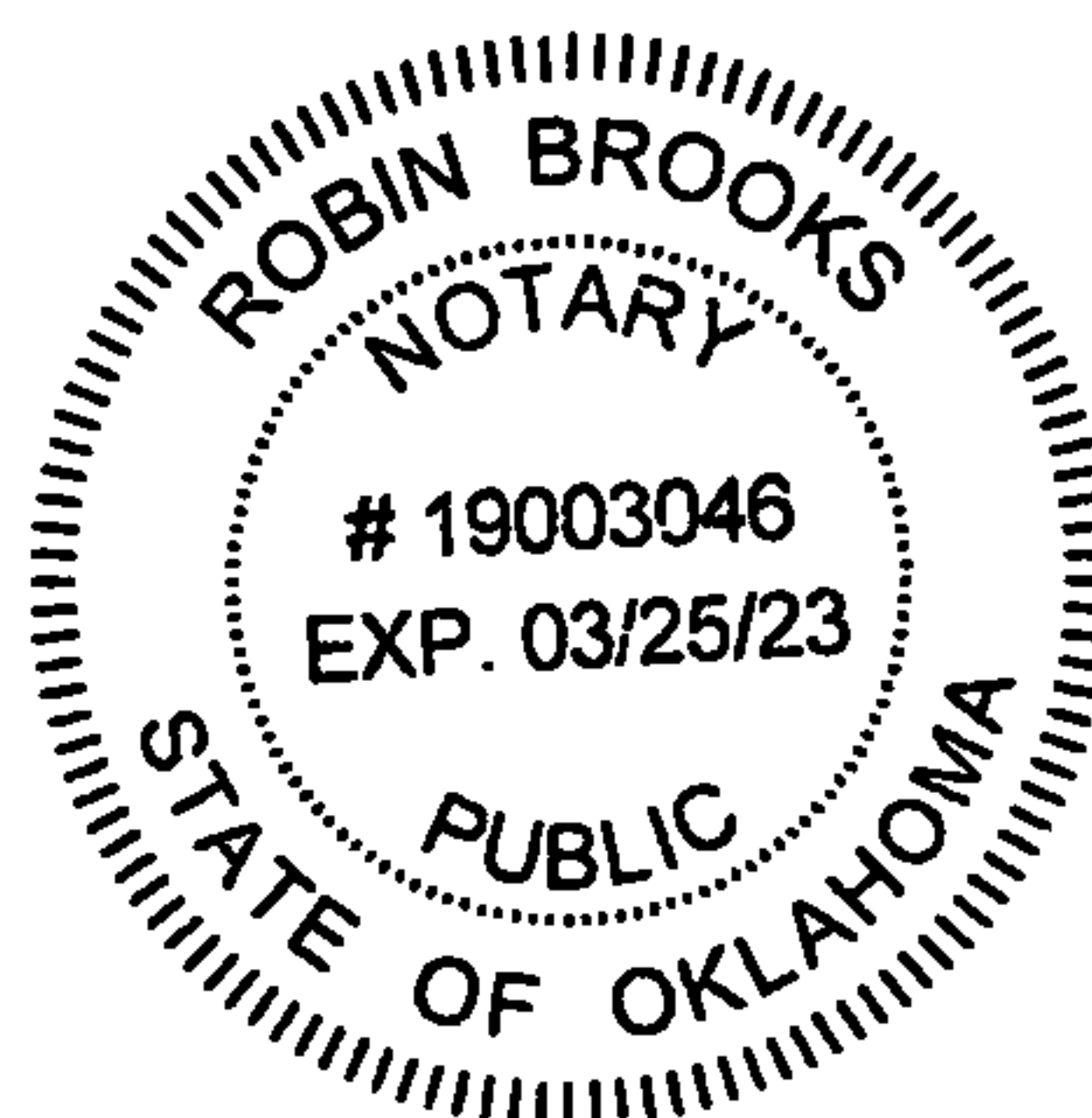
On the 12th day of May in the year 2022 before me, the undersigned, a Notary Public in and for the said state, personally appeared Aimee McHargue, Assistant Secretary Mortgage Electronic Registration Systems, Inc. ("MERS"), personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Signature: 

Printed Name: Robin Brooks, Notary Public

Borrower(s) and notary must sign all documents on the same day. Borrower(s) cannot sign any other documents prior or after the notary date. (Revised 8/27/14)

STAMP SEAL BELOW



Modification Due On Transfer Rider

THIS MODIFICATION DUE ON TRANSFER RIDER, effective April 1, 2022, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by JAMES BUTLER PITCHFORD JR (the "*Borrower*") and Caliber Home Loans, Inc. (the "*Lender*") covering the Property described in the Loan Modification Agreement located at:

201 WILD TIMBER PKWY, PELHAM, AL 35124-2535

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

Signed, sealed and delivered:

Borrower


JAMES BUTLER PITCHFORD JR


Date

Lender

Caliber Home Loans, Inc.


Almee McHargue Loss Mitigation Manager
Investor Loan Number: 222260731440

MAY 12 2022

Date

Servicer Loan Number: 9734340095



Exhibit A (Legal Description)

LOT 45, ACCORDING TO THE FINAL PLAT OF WILD TIMBER, PHASE 3, AS RECORDED IN MAP BOOK 34, PAGE 118, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/12/2022 03:59:46 PM
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Allen S. Bayl