

20220801000298900  
08/01/2022 08:12:15 AM  
MORTAMEN 1/7

This Document Prepared By:  
**SHELLY WINANS**  
**PNC MORTGAGE, A DIVISION OF PNC BANK,**  
**NATIONAL ASSOCIATION**  
**3232 NEWMARK DR**  
**MIAMISBURG, OH 45342**  
**(888) 224-4702**

When Recorded Mail To:  
**PNC BANK, N.A.**  
**P.O. BOX 8800**  
**DAYTON, OH 45401**

**Source of Title: INSTRUMENT NO. 20020528000249400 DEED BOOK N/A, AT**  
**PAGE(S) N/A**

**Tax/Parcel #: 13 4 20 1 010 019.000**

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

**Original Principal Amount: \$151,182.00**

**FHA/VA/RHS Case**

**Unpaid Principal Amount: \$144,823.24**

**No.: 222260741759**

**New Principal Amount: \$157,055.53**

**Loan No: \*\*\*\*3084**

**Capitalization Amount: \$12,232.29**

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

This Loan Modification Agreement ("Agreement"), made this **8TH** day of **FEBRUARY, 2022**, between **KORIYA L. PADGETT AND ANTHONY J. PADGETT** ("Borrower"), whose address is **446 BENTMOOR WAY, HELENA, ALABAMA 35080** and **PNC BANK, NA** ("Lender"), whose address is **3232 NEWMARK DR, MIAMISBURG, OH 45342**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **SEPTEMBER 23, 2019** and recorded on **SEPTEMBER 27, 2019** in **INSTRUMENT NO. 20190927000354660 MORTGAGE BOOK N/A PAGE N/A**, 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

**446 BENTMOOR WAY, HELENA, ALABAMA 35080**  
(Property Address)

the real property described is located in **SHELBY County, ALABAMA** and being set forth as follows:

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

**SEE EXHIBIT A**

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, **MARCH 1, 2022** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is **U.S. \$157,055.53**, 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. \$12,232.29**.
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 **3.6250%**, from **MARCH 1, 2022**. The Borrower promises to make monthly payments of principal and interest of **U.S. \$637.52**, beginning on the **1ST** day of **APRIL, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 1, 2059** (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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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.

20220801000298900 08/01/2022 08:12:15 AM MORTAMEN 4/7

In Witness Whereof, I have executed this Agreement.

[Signature]  
Borrower: **KORIYA L. PADGETT**

3/15/2022

Date

[Signature]  
Borrower: **ANTHONY J. PADGETT**

3/15/2022

Date

[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

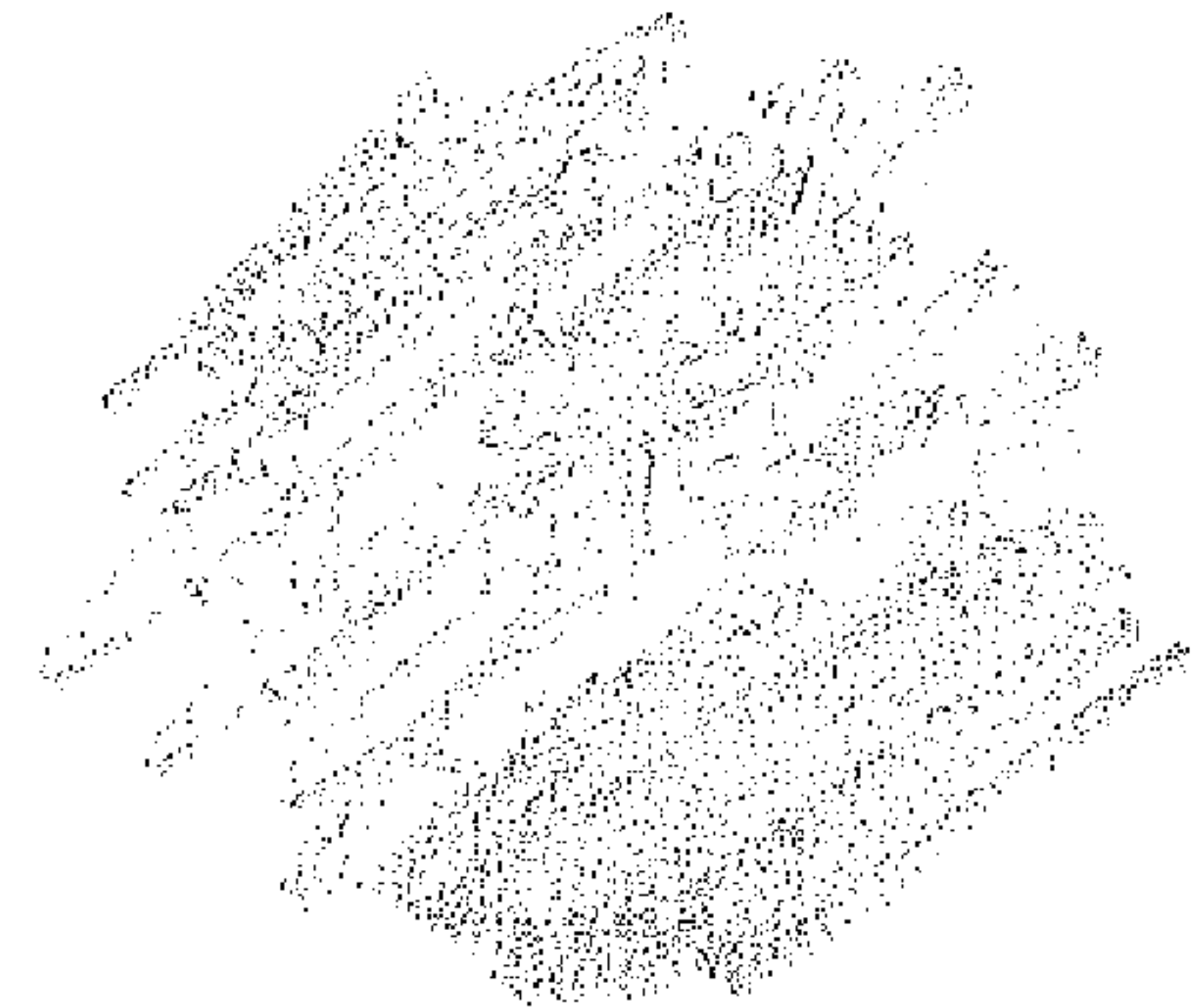
The State of **ALABAMA** )  
Jefferson County )

I, a Notary Public, hereby certify that **KORIYA L. PADGETT; ANTHONY J. PADGETT** 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 15<sup>th</sup> day of March, 2022.

[Signature]  
Notary Public

Print Name Brianna Nichole Rodriguez  
My Commission Expires  
My commission expires: June 5, 2022



In Witness Whereof, the Lender has executed this Agreement.

PNC BANK, NA

By Susan Hoelber (print name) 5/25/22 Date  
Mortgage Officer (title)  
Susan Hoelber (SH)  
[Space Below This Line for Acknowledgments]

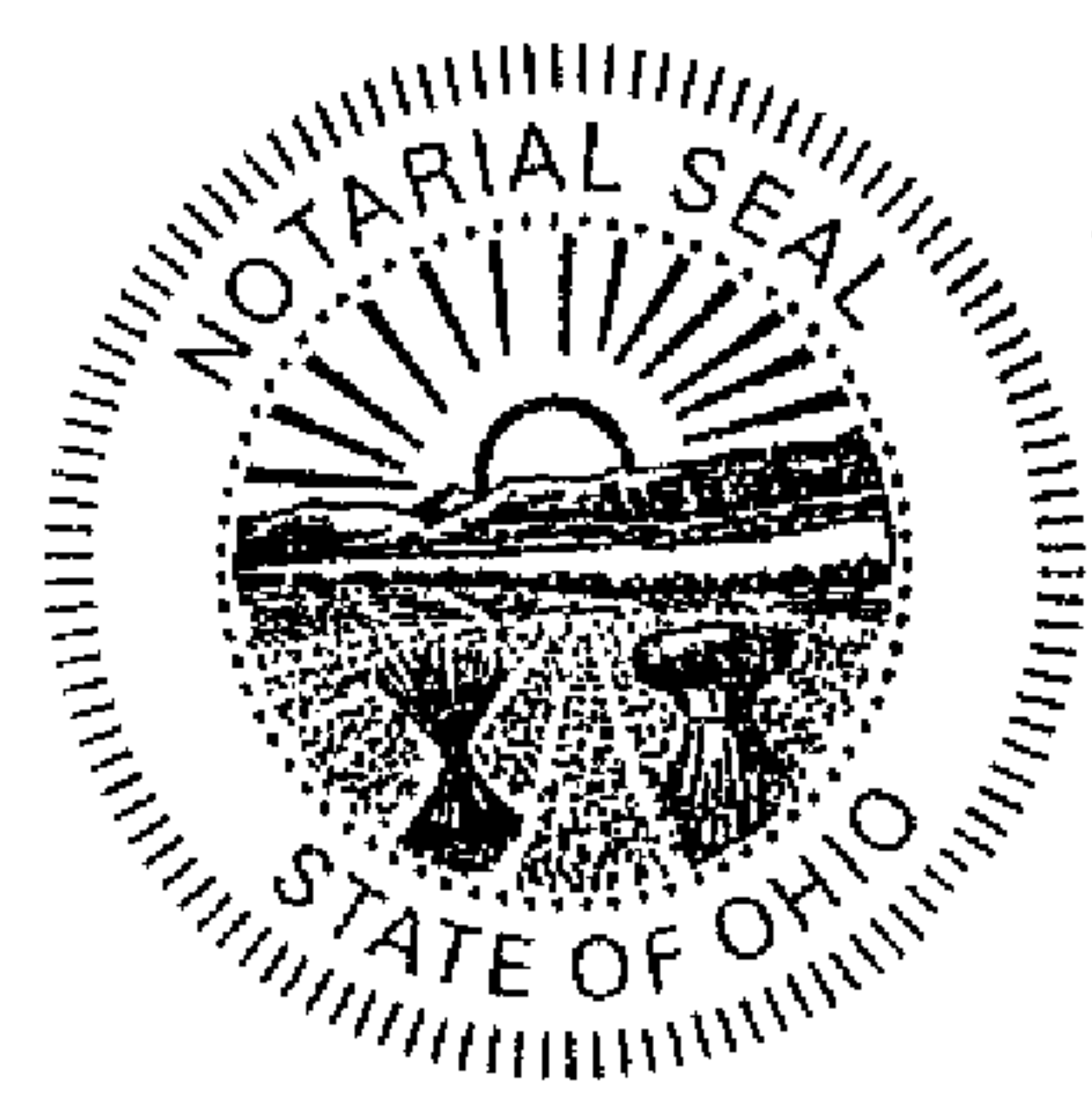
**LENDER ACKNOWLEDGMENT**

State of Ohio

County of Montgomery

The foregoing instrument was acknowledged before me this May 25, 2022  
(date) by Susan Hoelber (SH) ~~LORETTA DUNKMAN~~, the **MORTGAGE OFFICER** of PNC BANK, NA, a national association, on behalf of the national association

Tiffany L. Ford  
Notary Public



TIFFANI L. FORD  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
11-28-2026

Printed Name: Tiffany L. Ford  
My commission expires: 11-28-2026

**PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**  
3232 NEWMARK DR  
MIAMISBURG, OH 45342

LEGAL DESCRIPTION  
Exhibit "A"  
TAX ID# 13 4 20 1 010 019.000

Exhibit A (Legal Description)

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 1166, ACCORDING TO THE MAP OF SECOND ADDITION, OLD CAHABA, PHASE III, AS RECORDED IN MAP BOOK 29, PAGE 33, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY AS CONVEYED FROM AMERICAN HOMES AND LAND CORP., AN ALABAMA CORPORATION TO KORIYA L. PADGETT AND ANTHONY J. PADGETT, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, AS DESCRIBED IN INSTRUMENT NUMBER 20020528000249400, DATED 5/21/2002, RECORDED 5/28/2002.

TAX ID #: 13 4 20 1 010 019.000

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 446 BENTMOOR WAY, HELENA, AL 35080



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
08/01/2022 08:12:15 AM  
\$275.65 BRITTANI  
20220801000298900

*Allie S. Bayl*