

20221014000389420
10/14/2022 08:12:53 AM
MORTAMEN 1/8

This Document Prepared By:
KYLE LUND
VILLAGE CAPITAL & INVESTMENT, LLC
2550 PASEO VERDE PARKWAY SUITE 100
HENDERSON, NV 89074
800-919-0068

When Recorded Mail To:
FIRST AMERICAN TITLE
ATTN: JAVIER TONY VARGAS
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707

Source of Title: INSTRUMENT NO. 20210623000306320
Tax/Parcel #: 343062001006009

_____ [Space Above This Line for Recording Data] _____

Original Principal Amount: \$277,181.00

FHA/VA/RHS Case No.:011-

Unpaid Principal Amount: \$273,877.07

9746140-703

New Principal Amount: \$282,478.96

MERS Min: 1002460-0786210317-

New Money (Cap): \$8,601.89

0

MERS Phone #: (888) 679-6377

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **6TH** day of
SEPTEMBER, 2022, between **MARLIN EARL WARD AND DEDRIA ECHOLS**

WARD, HUSBAND AND WIFE ("Borrower"), whose address is **1136 RIVIERA DR, CALERA, ALABAMA 35040** and **VILLAGE CAPITAL & INVESTMENT, LLC** ("Lender"), whose address is **2550 PASEO VERDE PKWY STE 100, HENDERSON, NV 89074**, and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JUNE 23, 2021** and recorded on **JUNE 23, 2021** in **INSTRUMENT NO. 20210623000306320**, 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

1136 RIVIERA DR, CALERA, ALABAMA 35040
(Property Address)

the real property described is located in **SHELBY County, ALABAMA** and 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, **SEPTEMBER 1, 2022** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$282,478.96**, 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. **\$0.00**.
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 **5.3750%**, from **SEPTEMBER 1, 2022**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,581.80**, beginning on the **1ST** day of **OCTOBER, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 1, 2052** (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.
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.

Marlin Earl Ward
Borrower: **MARLIN EARL WARD**

9/19/22
Date

Dedria Echols Ward
Borrower: **DEDRIA ECHOLS WARD**

9/19/22
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

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

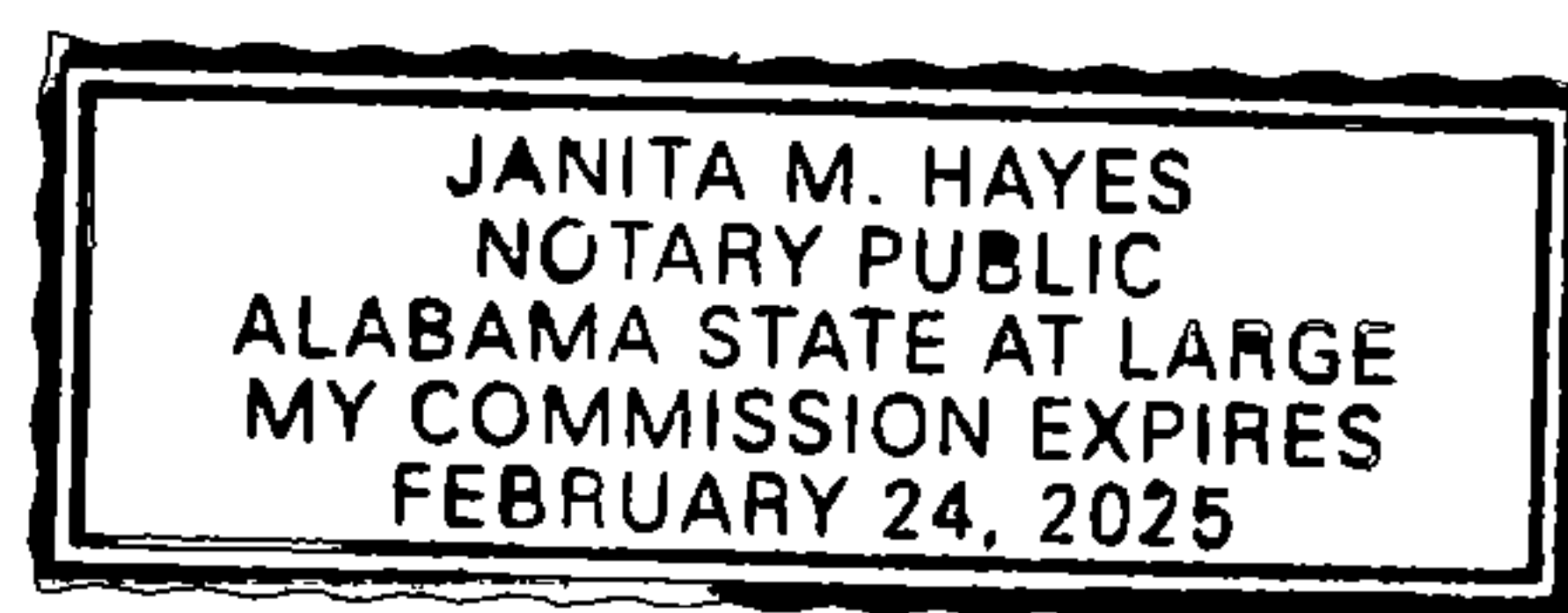
I, a Notary Public, hereby certify that **MARLIN EARL WARD; DEDRIA ECHOLS WARD** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily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

Given under my hand this 19 day of September, 2022.

Janita M. Hayes
Notary Public

Print Name Janita M. Hayes

My commission expires: 2-24-2025



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 JAP 7A JENNIFER ZITANG
ASSISTANT SECRETARY

9/23/2022
Date

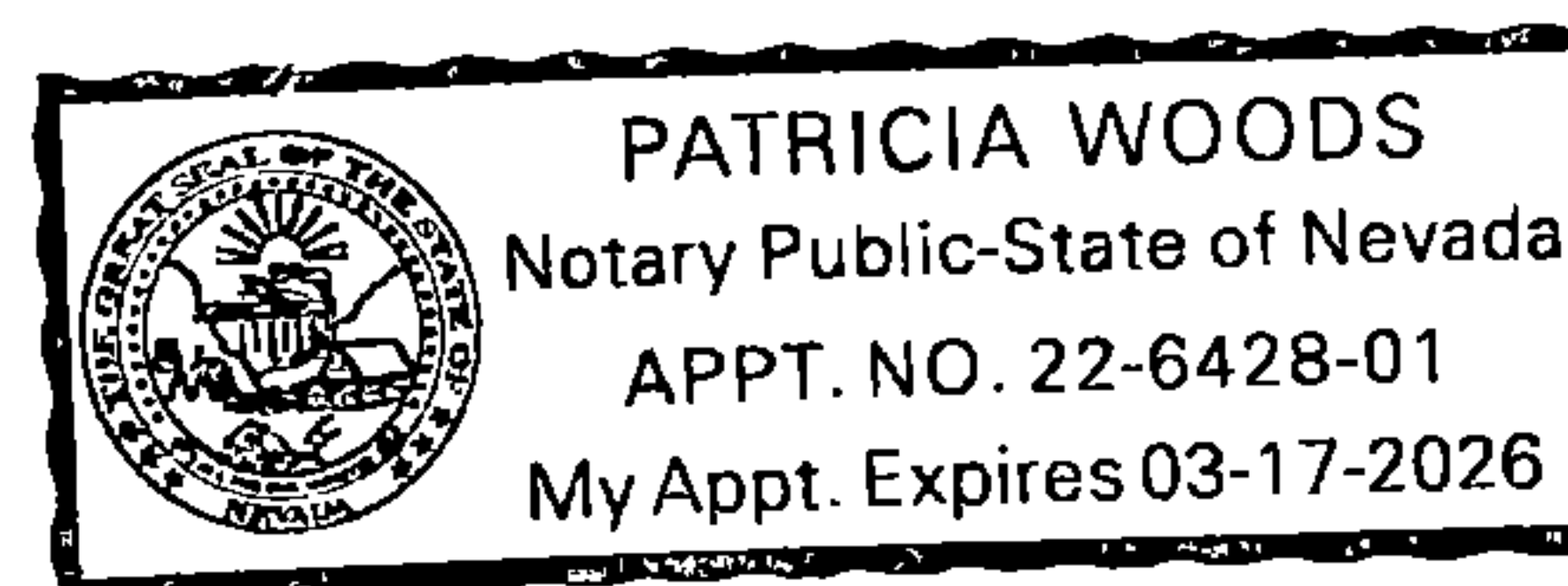
_____[Space Below This Line for Acknowledgments]_____

STATE OF NEVADA COUNTY OF CLARK

The instrument was acknowledged before me this 23RD DAY OF SEPTEMBER, 2022 by
JENNIFER ZITANG, the
ASSISTANT SECRETARY of Mortgage Electronic Registration
Systems, Inc., a COMPANY, on behalf of said entity.

Patricia Woods
Notary Public

Printed Name: Patricia Woods
My commission expires: 3/17/2026



**THIS DOCUMENT WAS PREPARED BY:
KYLE LUND
VILLAGE CAPITAL & INVESTMENT, LLC
2550 PASEO VERDE PARKWAY SUITE 100
HENDERSON, NV 89074**

In Witness Whereof, the Lender has executed this Agreement.

VILLAGE CAPITAL & INVESTMENT LLC

By Jennifer Zitting JENNIFER ZITTING 9/23/2022
Assistant Secretary (print name) Date
(title)

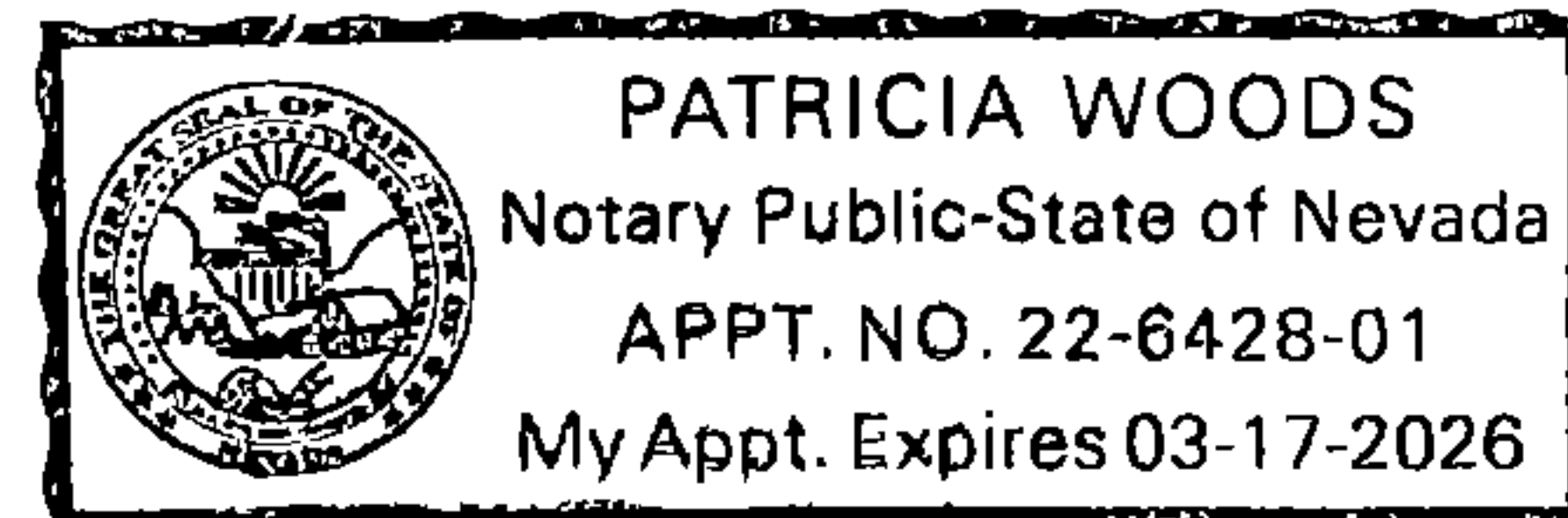
_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

STATE OF NEVADA
COUNTY OF CLARK

The instrument was acknowledged before me on SEPTEMBER 23, 2022
by JENNIFER ZITTING, the ASSISTANT SECRETARY of
VILLAGE CAPITAL & INVESTMENT LLC, a company, on behalf of said company.

Patricia Woods
Notary Public



Printed Name: Patricia Woods
My commission expires: 3/17/2026

THIS DOCUMENT WAS PREPARED BY:
KYLE LUND
VILLAGE CAPITAL & INVESTMENT, LLC
2550 PASEO VERDE PARKWAY SUITE 100
HENDERSON, NV 89074

EXHIBIT A

**BORROWER(S): MARLIN EARL WARD AND DEDRIA ECHOLS WARD,
HUSBAND AND WIFE**

LOAN NUMBER: 5675272

LEGAL DESCRIPTION:

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

**Lot 309, according to the Survey of Timberline, Phase 5, Sector 2, as recorded in Map
Book 53, Page 68, in the Office of the Judge of Probate of Shelby County, Alabama.**

ALSO KNOWN AS: 1136 RIVIERA DR, CALERA, ALABAMA 35040

