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MORTAMEN 1/9

This Document Prepared By:  
**IMANI LITTLETON**  
**GUILD MORTGAGE COMPANY LLC**  
**P.O. BOX 85304**  
**SAN DIEGO, CA 92186**  
**(800) 365-4884**  
**NMLS# 3274**

When Recorded Mail To:  
**GUILD MORTGAGE COMPANY LLC**  
**5887 COPLEY DRIVE**  
**SAN DIEGO, CA 92111**

**Source of Title: INSTRUMENT NO. 20180404000111450**  
**Tax/Parcel #: 13 7 35 3 001 003.062**

\_\_\_\_\_ [Space Above This Line for Recording Data] \_\_\_\_\_  
**Original Principal Amount: \$180,667.00**      **FHA\VA Case No.:0118862098**  
**Unpaid Principal Amount: \$168,180.94**      **MERS Min: 100019974410007762**  
**New Principal Amount: \$131,804.98**      **MERS Phone #: (888) 679-6377**  
**New Money (Cap): \$0.00**

**Property Address: 948 6TH AVE NW, ALABASTER, ALABAMA 35007**

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

This Loan Modification Agreement ("Agreement"), made this **20TH** day of  
**SEPTEMBER, 2022**, between **ZACK LAMMONS, MARRIED AND TONYA**  
**LAMMONS, HIS WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

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**HCU000776F**  **7441000776**  
Page 1

("Borrower"), whose address is **948 6TH AVE NW, ALABASTER, ALABAMA 35007** and **GUILD MORTGAGE COMPANY LLC F/K/A GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION** ("Lender"), whose address is **P.O. BOX 85304, SAN DIEGO, CA 92186**, and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **MARCH 29, 2018** and recorded on **APRIL 4, 2018** in **INSTRUMENT NO. 20180404000111460**, in the Office of the Judge of Probate 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

**948 6TH AVE NW, ALABASTER, ALABAMA 35007**

(Property Address)

the real property described being set forth as follows:

**THE LAND REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE CITY OF ALABASTER, COUNTY OF SHELBY, STATE OF ALABAMA, AND DESCRIBED AS FOLLOWS:**

**SEE ATTACHED 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, **OCTOBER 1, 2022** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$131,804.98**, 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 **6.5000%**, from **OCTOBER 1, 2022**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **771.66**, beginning on the **1ST** day of **NOVEMBER, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **OCTOBER 1, 2062** (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.

*Zack Lammons*  
Borrower: **ZACK LAMMONS**

10-26-22  
Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

**BORROWER ACKNOWLEDGMENT**

The State of **ALABAMA** )  
Shelby County )

I, a Notary Public, hereby certify that **ZACK LAMMONS** 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 26<sup>th</sup> day of October, 2022

*[Signature]*  
Notary Public

Print Name John M. Aaron

My commission expires: 1/21/2026



In Witness Whereof, I have executed this Agreement.

Borrower: TONYA LAMMONS \*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

Date

10/26/22

[Space Below This Line for Acknowledgments]

### BORROWER ACKNOWLEDGMENT

The State of ALABAMA )  
Shelby County )

I, a Notary Public, hereby certify that **TONYA LAMMONS** 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 26<sup>th</sup> day of October, 2022

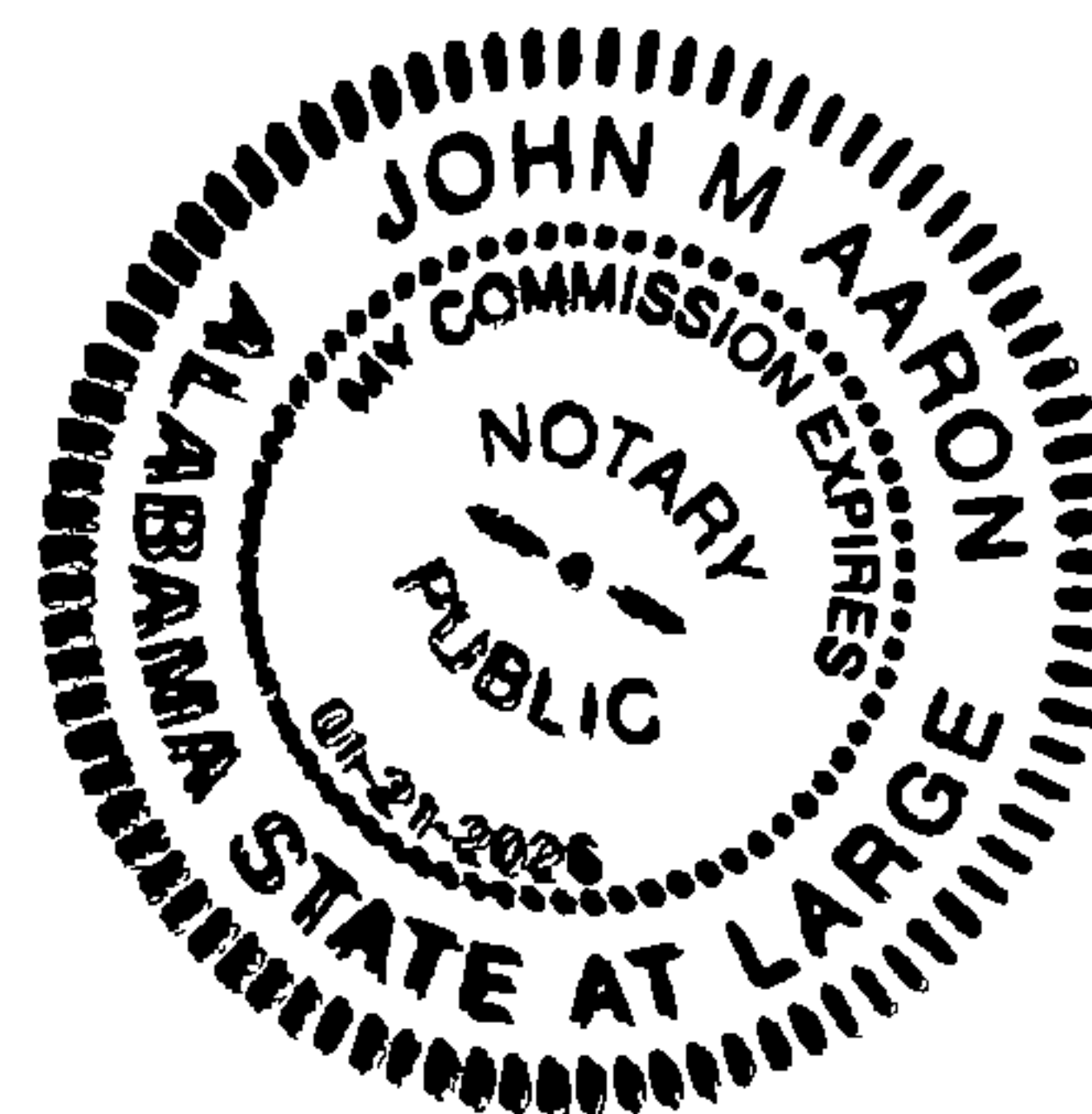
Notary Public

Print Name

My commission expires:

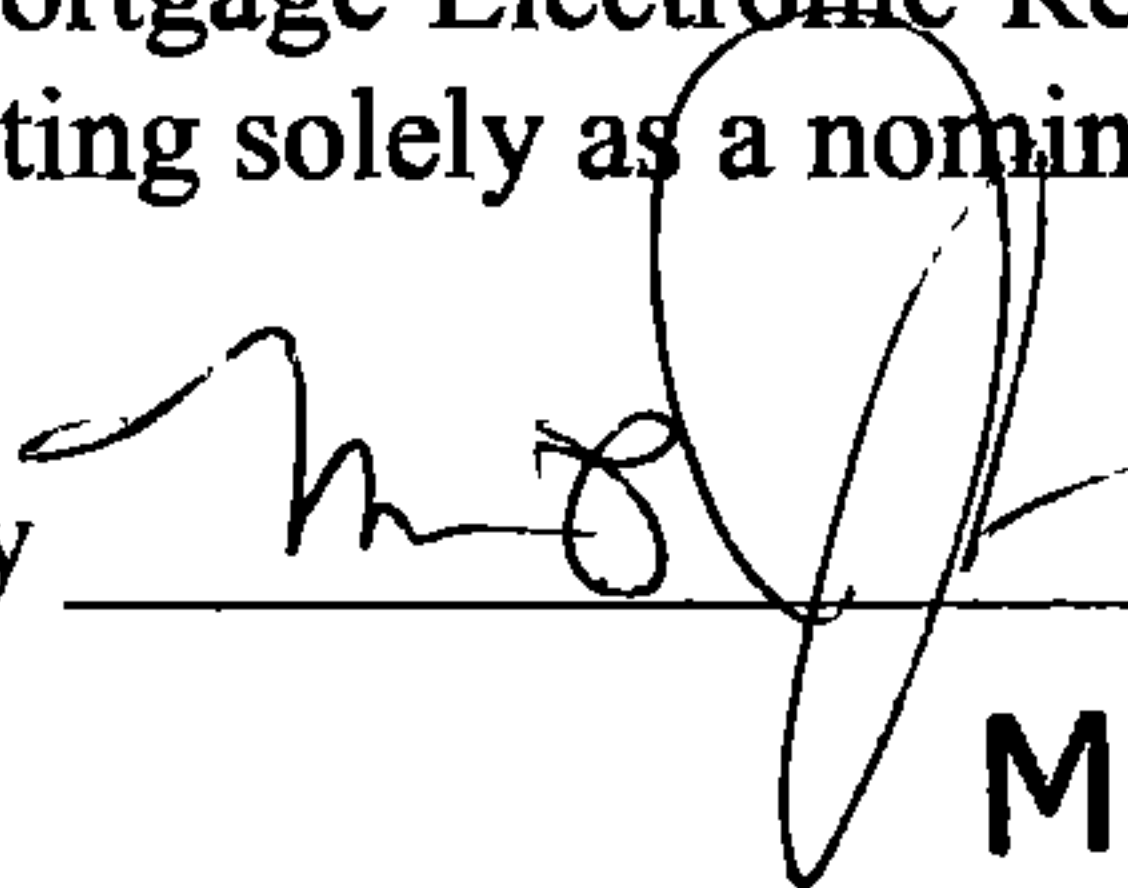
John M Aaron

1/21/26



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



**Marian E. Johnston**  
**Assistant Secretary**

NOV 07 2022

Date

[Space Below This Line for Acknowledgments]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

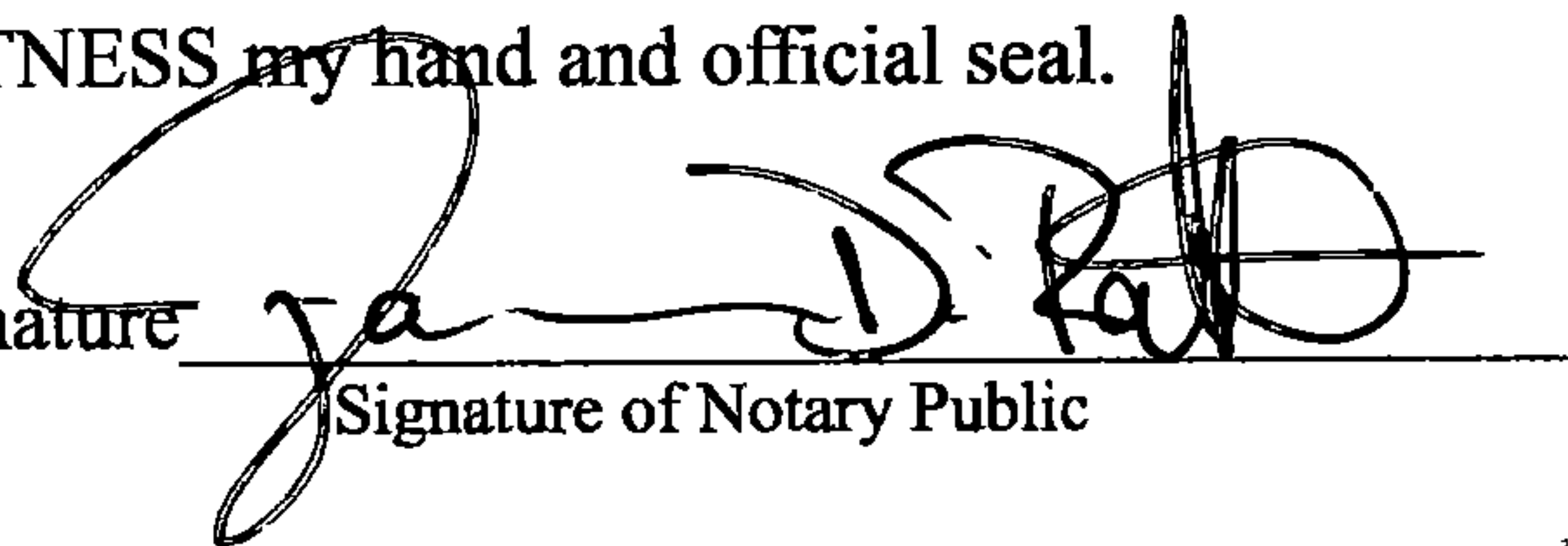
State of CALIFORNIA )  
County of SAN DIEGO )

On NOV 07 2022 before me Damon D. Rabotte Notary Public,  
personally appeared Marian E. Johnston, who proved to me on the  
basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

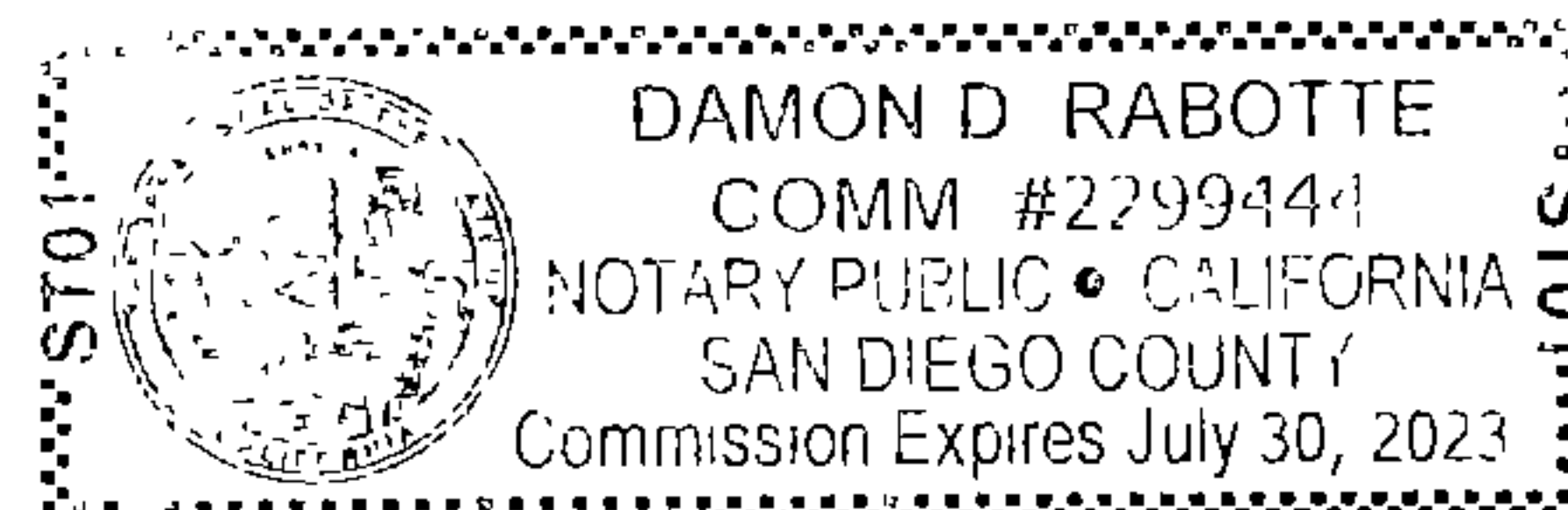
I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature


  
Signature of Notary Public

(Seal)



In Witness Whereof, the Lender has executed this Agreement.

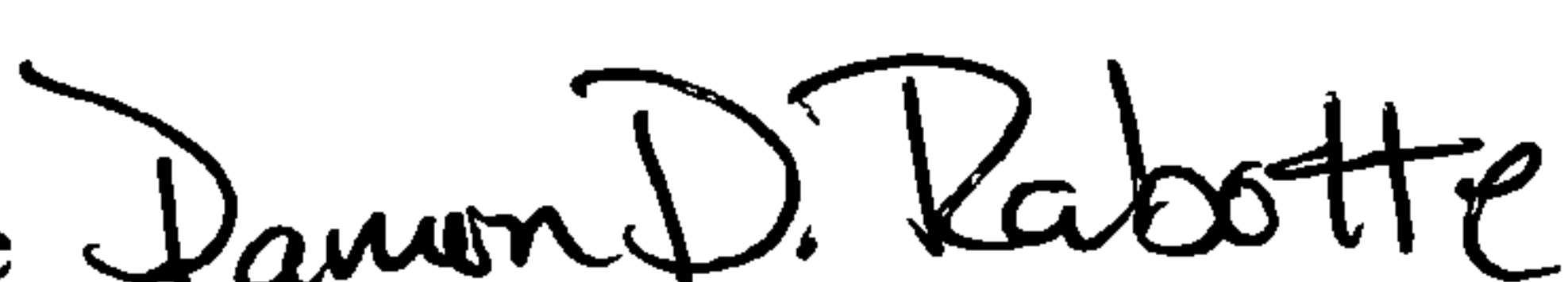
**GUILD MORTGAGE COMPANY LLC**

By  **Marian E. Johnston** (print name) NOV 07 2022 Date  
**Vice President** (title)

\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

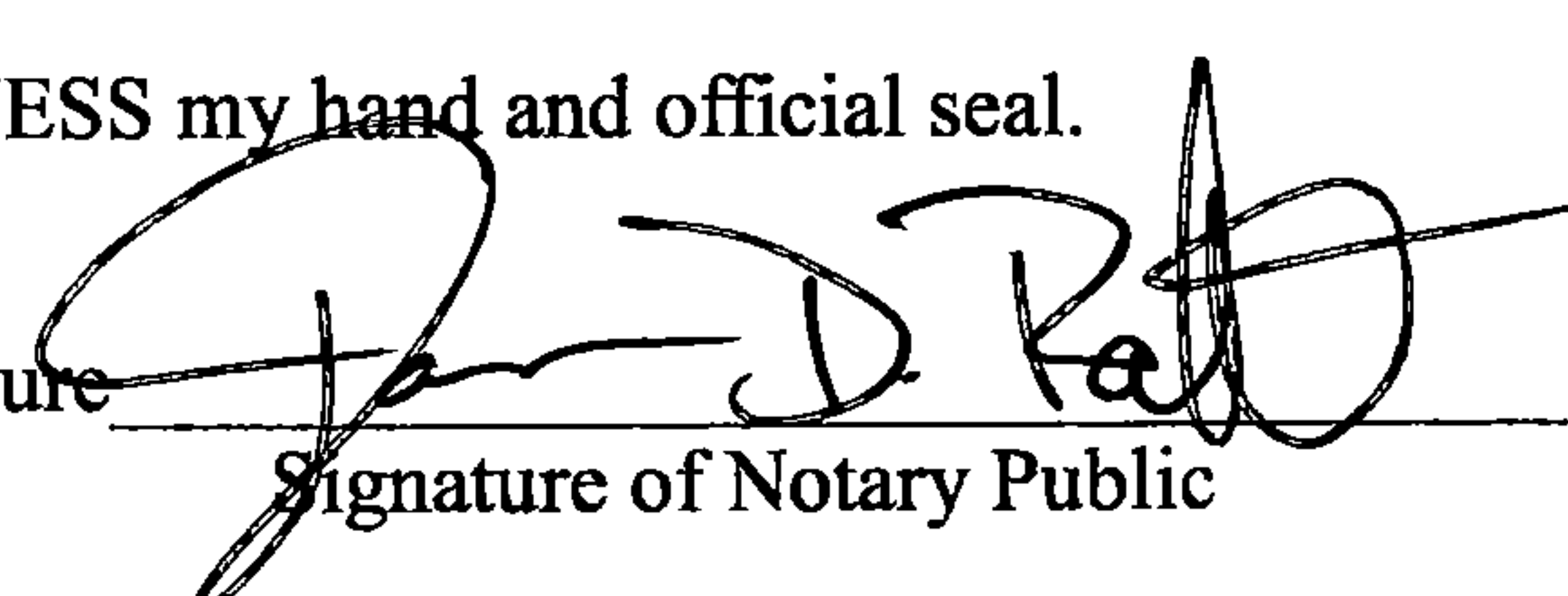
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

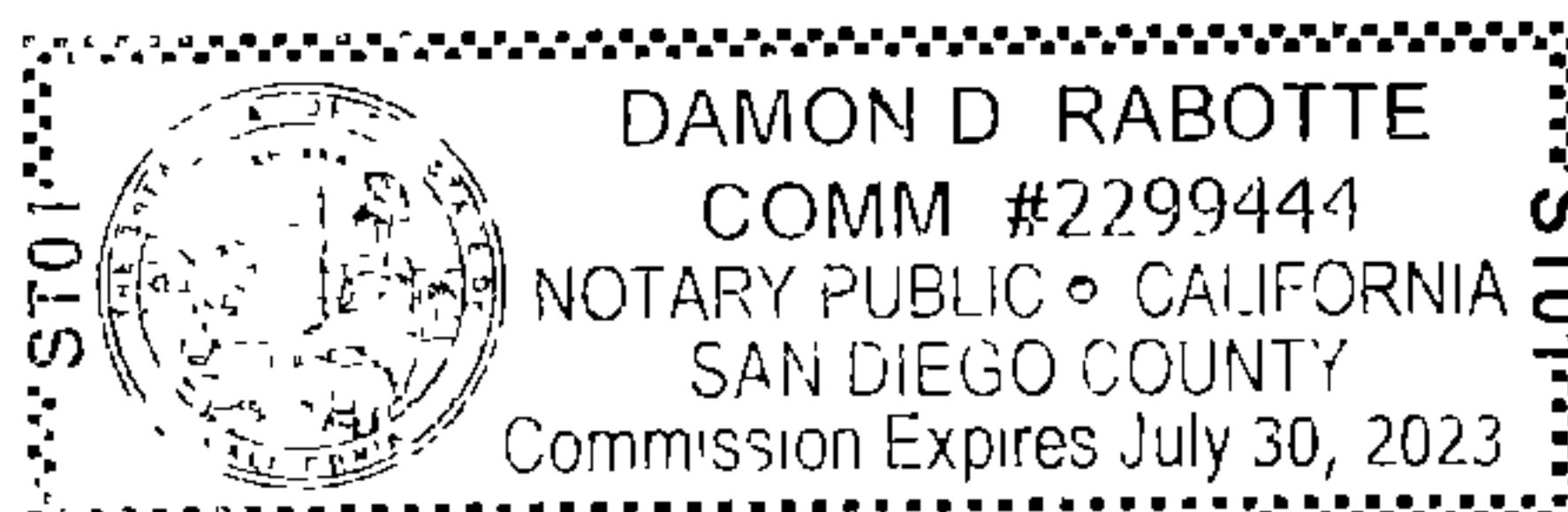
State of CALIFORNIA )  
County of SAN DIEGO )

On NOV 07 2022 before me  Notary Public, personally appeared Marian E. Johnston, who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)  
Signature of Notary Public





## EXHIBIT "A"

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**Lot 42, according to the Map of Hamlet, Sixth Sector, as recorded in Map Book 9, Page 97, in the Probate Office of Shelby County, Alabama.**

**Being the same property conveyed to Zack Lammons and Tonya Lammons by deed of Christopher Kulow and Crystal Kulow dated 3/29/2018 and recorded on 4/4/2018 in the Office of the Judge of Probate of Shelby County, Alabama as instrument 20180404000111450.**



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
11/14/2022 08:16:20 AM  
\$243.85 JOANN  
20221114000420920

*Allie S. Bayl*