

After Recording Return To:
Trustmark National Bank
P.O. Box 22869
JACKSON, MISSISSIPPI 39225

20230130000023650
01/30/2023 09:25:32 AM
MORTAMEN 1/8

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LOAN MODIFICATION AGREEMENT (Providing for Adjustable Interest Rate)

Lender's Loan Number: 4283181
MIN: 100213400042831811

MERS Phone: 888-679-6377

This Loan Modification Agreement ("Agreement"), made this 27th day of January, 2023, between Gregory E. Robertson (a/k/a Gregory Robertson), a married man, and Traci W. Robertson (a/k/a Traci Robertson), his wife

("Borrower")

TRUSTMARK NATIONAL BANK, a National Banking Association

("Lender"),

and Mortgage Electronic Registration Systems, Inc. ("MERS"), ("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated April 28, 2022 and recorded in the office of the Judge of Probate of Shelby County, State of Alabama, on April 29, 2022, as Instrument No. 20220429000175780, in Book , Page , and (2) the adjustable rate note (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

9341 BEAR CREEK RD, STERRETT, ALABAMA 35147-9136

(Property Address)



the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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 January 27, 2023, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 365,050.00, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 3.500 %, from February 1, 2023. The interest rate Borrower will pay may change in accordance with the terms of the Note. Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,639.24, beginning on the 1st day of March, 2023. The amount of Borrower's monthly payments may change in accordance with the terms of the Note. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 1st day of February, 2053, which is the present or extended Maturity Date.
3. If on 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.
4. 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 recording fees, title examination, and attorney's fees, 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.
- (f) "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.
- (g) ☐ [Check box if the security property is an investment property or a 2-4 unit principal residence:]

Borrower hereby absolutely and unconditionally assigns and transfers to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon this assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold estate.

Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default under this Agreement, pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and

profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.


☐ *[Check box if following applies:]*

- . Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.

☐ *[Check box if the lender previously waived the borrower's obligation to maintain an escrow account for the payment of escrow items:]*

- . 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.

TRUSTMARK NATIONAL BANK, a National
Banking Association

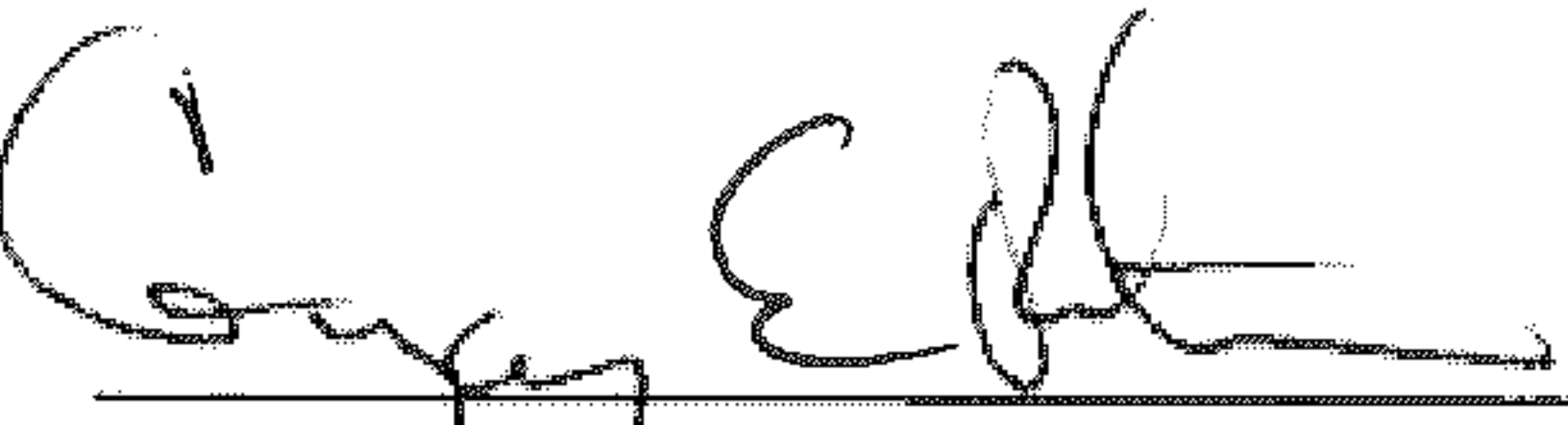
 (Seal)
-Lender


By: Joseph R. Bunn (Loan Officer)

____ (Seal)

1/27/23
Date of Lender's Signature

By: _____
Mortgage Electronic Registration Systems, Inc.
Nominee for Lender

 (Seal)
Gregory E Robertson -Borrower

 (Seal)
Traci W Robertson -Borrower

[Space Below This Line For Acknowledgments]

LENDER ACKNOWLEDGMENTState of ALABAMA)County of Shelby)

I, Jordan Smith (name of officer),
 a Notary Public in and for said State at Large, hereby certify that Joseph R. Bunn

whose name as Loan Officer (title) of the TRUSTMARK NATIONAL BANK

a corporation, is signed to the foregoing MERS ADJUSTABLE LOAN MODIFICATION AGREEMENT
MERS ADJUSTABLE LOAN MODIFICATION AGREEMENT (document title or description)

and who is known to me, acknowledged before me on this day that, being informed of the contents of the
MERS ADJUSTABLE LOAN MODIFICATION AGREEMENT (document title or description),

he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 27 day of January, 2022.



(Seal)

[Signature]
 Notary Public

My commission expires: 1/29/25

BORROWER ACKNOWLEDGMENT

State of ALABAMA)

County of Shelby)

I, Jordan Smith (name of officer),

a Notary Public in and for said State at Large, hereby certify that _____

Gregory E Robertson AND Traci W Robertson

whose name is signed to the foregoing Loan Modification Agreement

_____, (document title or description),

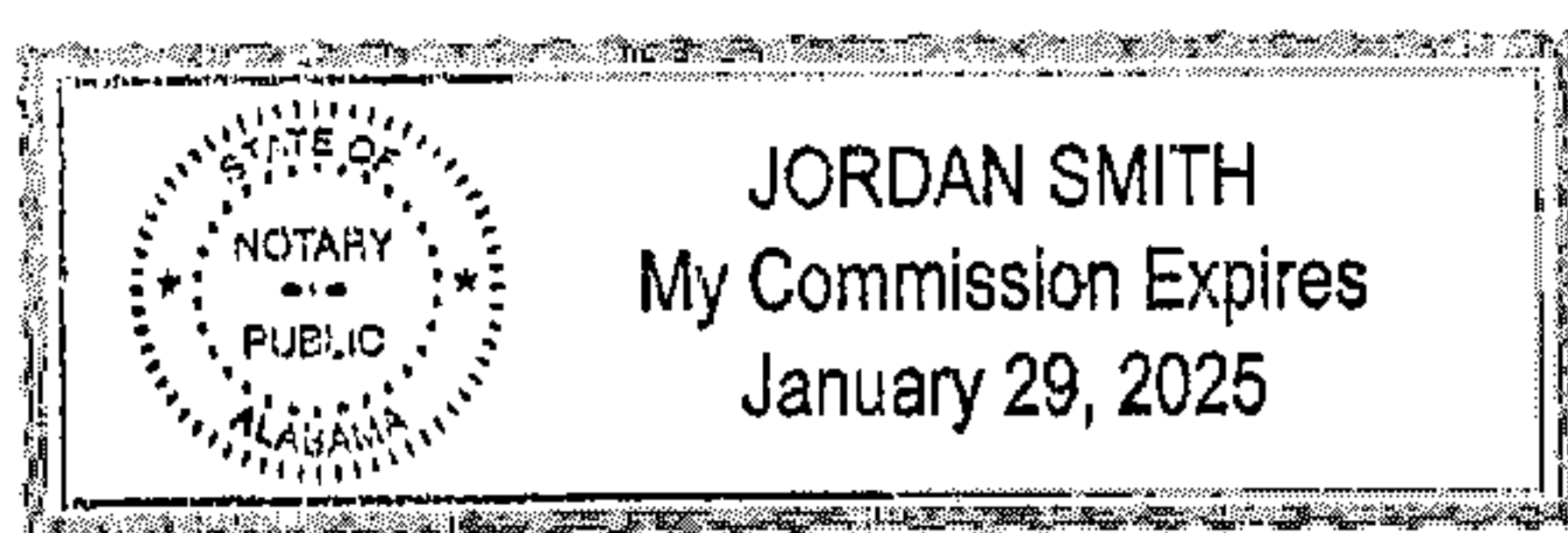
and who is known to me, acknowledged before me on this day that, being informed of the contents of the

Loan Modification Agreement

_____, (document title or description),

he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27 day of January, 2023.



(Seal)

[Signature]
Notary Public

My commission expires: 1/29/25

This Instrument Was Prepared By: TRUSTMARK NATIONAL BANK
Marian Samski
P. O. Box 22869
JACKSON, MISSISSIPPI 39225

Exhibit "A"
Property Description

Begin at a 5/8" rebar found locally accepted as the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 21; thence run North 00° 00' 00" East (an assumed bearing) along the North line of said Quarter—Quarter Section for a distance of 850.79 feet to a 1/2" rebar found; thence run South 34° 05' 29" West for a distance of 274.87 feet to an iron pin found with RYS cap; thence run North 88° 24' 40" East for a distance of 198.46 feet to a iron pin found with RYS cap on the Northwest R.O.W line of Shelby County Highway 43; thence run, South 35° 22' 22" West along said R.O.W. for a distance of 1416.92 feet to an iron pin found with LDW cop; thence run North 03° 06' 39" West for a distance of 1379.52 feet to the point of beginning.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/30/2023 09:25:32 AM
\$46.00 JOANN
20230130000023650