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03/08/2023 02:05:08 PM
MODMORT 1/7

Parcel No.: 10-2-03-0-001-064.013

Loan Number: 4190977

(Space Above This Line For Recording Data)

MERS Phone: 1-888-679-6377
MIN: 100643800041909775

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1st day of March, 2023, between CHRISTOPHER JORDAN AND AMBER JORDAN, HUSBAND AND WIFE ("Borrower") and VANDERBILT MORTGAGE AND FINANCE, INC. DBA SILVERTON MORTGAGE, A TENNESSEE CORPORATION ("Lender"), and Mortgage Electronic Registration Systems, Inc., ("MERS") ("Mortgagee/Beneficiary"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated May 13, 2022 and recorded in instrument 20220518000201860, of the OFFICIAL PUBLIC, 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:

2909 WOODBURG DR
HOOVER, AL 35244
(Property Address)

the real property described being set forth as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS 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, 2023, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$510,000.00, consisting of the unpaid amount(s) loaned to Borrower by Lender and 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 5.375%, from March 1, 2023. Borrower promises to make monthly payments of principal and interest of U.S. \$2,855.85, beginning on the 1st day of

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae UNIFORM INSTRUMENT with MERS Form 3179 1/01

(Rev. 4/14)

Borrower(s) Initials CJ 92



April, 2023, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.375%** will remain in effect until principal and interest are paid in full. If on **March 1, 2053** (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.

Borrower will make such payments at

**Silverton Mortgage
PO Box 71096
Charlotte, NC 28272-1096**

or at such other place as Lender may require.

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. 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.

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae UNIFORM INSTRUMENT with MERS Form 3179 1/01

(Rev. 4/14)

Borrower(s) Initials CS A.J.



- (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/Beneficiary) 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) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

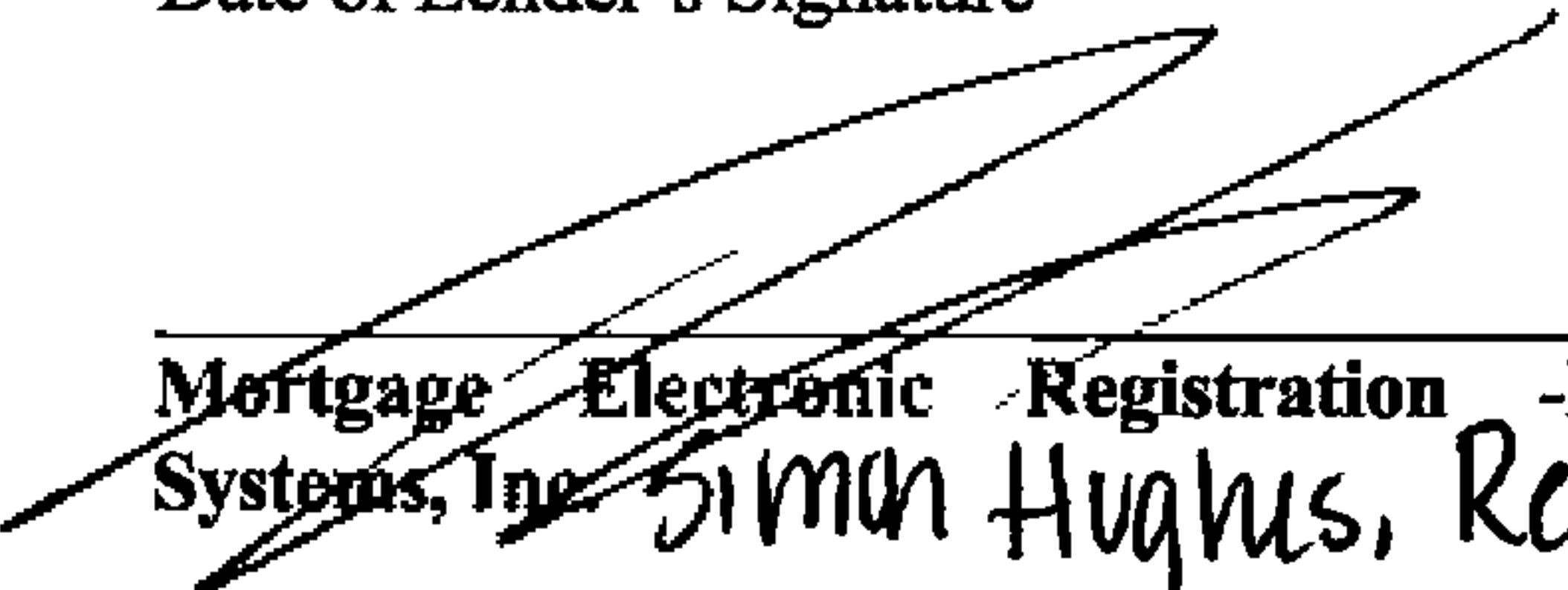
By checking this box, Borrower also consents to being contacted by text messaging ☐.




VANDERBILT MORTGAGE AND
FINANCE, INC. DBA SILVERTON
MORTGAGE


By: *Silverton Mortgage (Simon Hughes, VP
of operations)*

March 1, 2023
Date of Lender's Signature


Mortgage Electronic Registration -Mortgagee
Systems, Inc. *Simon Hughes, Rep.*


CHRISTOPHER JORDAN
(Seal)
-Borrower


AMBER JORDAN
(Seal)
-Borrower


(Seal)
-Borrower



STATE OF ALABAMA,

Elby

County ss:

On this 1st day of March, 2023,

I, Ashley Miller,

a Notary Public in and for said county and in said state, hereby certify that **CHRISTOPHER JORDAN and AMBER JORDAN**, whose names(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me that, being informed of the contexts of the instrument, he/she/they executed the same voluntarily and as his/her/their act on the day the same bears date.

Given under my hand and seal of office this

1

day of

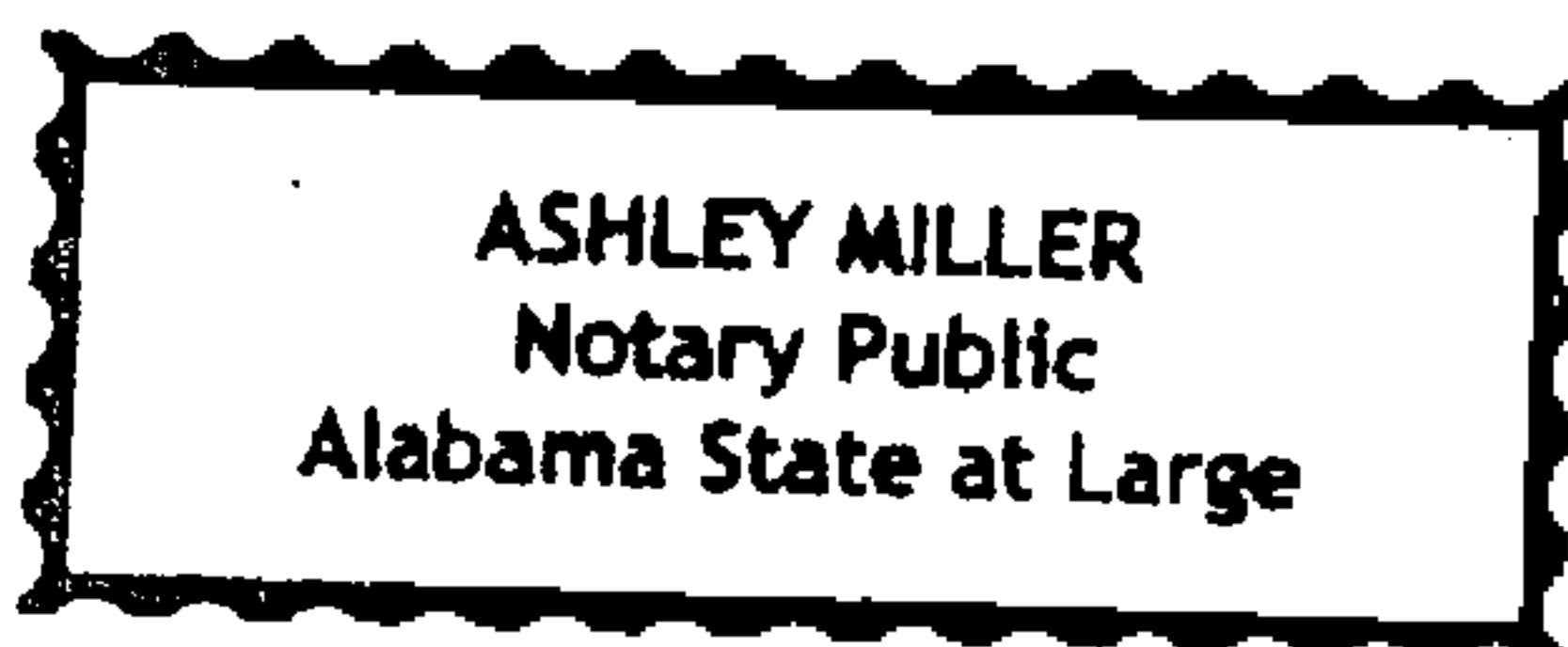
March

2023

My Commission Expires:

My Commission Expires

February 14, 2026



Ashley Miller
Notary Public



State of ~~GEORGIA~~ **Tn**
County of ~~FULTON~~ **Blount**

This record was acknowledged before me on March 1, 2023 by Simon Hughes as
VP of Operations of VANDERBILT MORTGAGE AND FINANCE, INC. DBA SILVERTON
MORTGAGE, A TENNESSEE CORPORATION.
Stamp

Cassy Lester
Signature of notarial officer

Notary
Title of office

My commission expires: 8/29/26

Loan originator (Organization): VANDERBILT MORTGAGE AND FINANCE, INC. DBA SILVERTON
MORTGAGE; NMLS #: 1561

Loan originator (Individual): TY NORWOOD; NMLS #: 69464

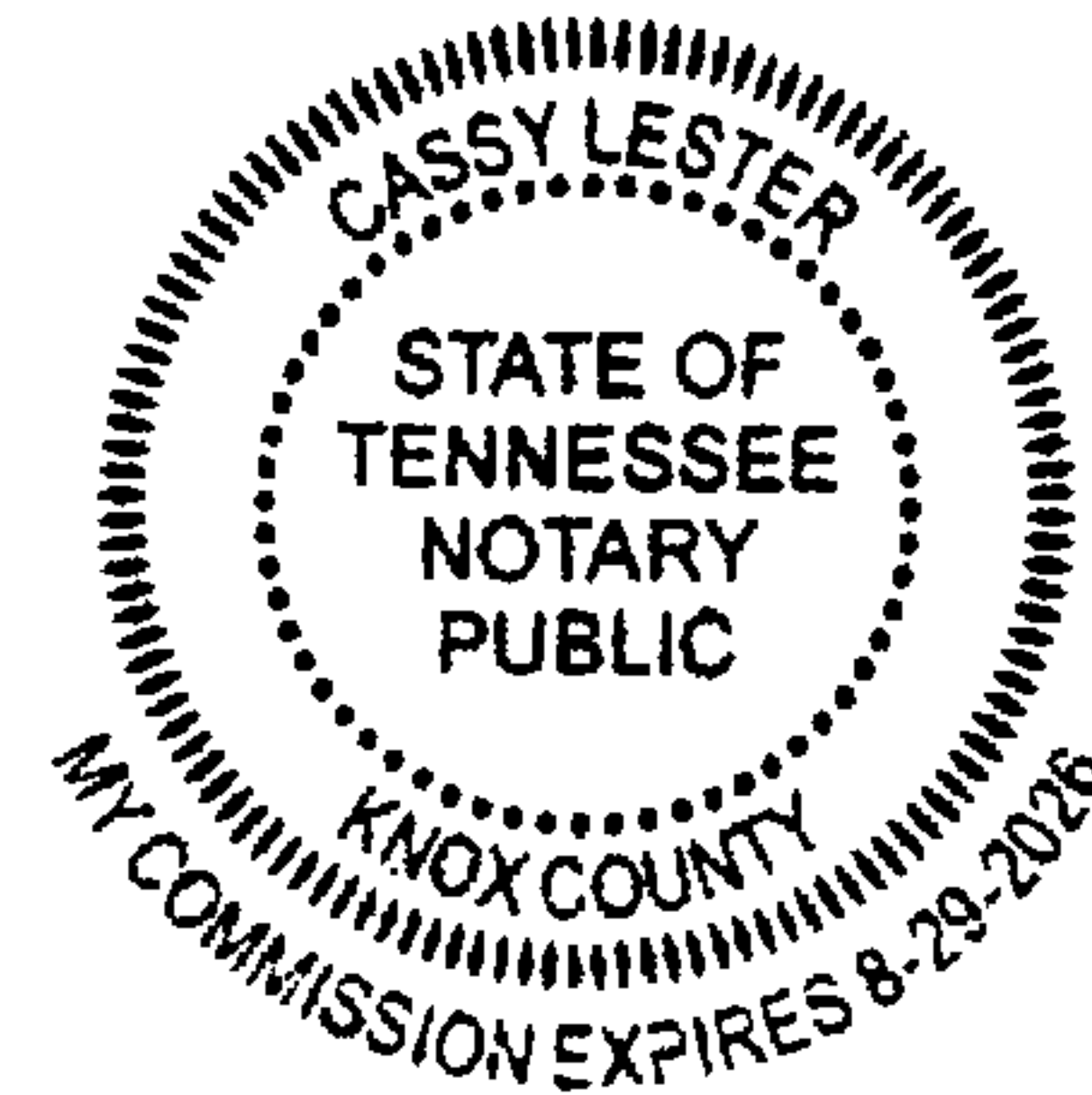


Exhibit "A"

**LOT 1, ACCORDING TO THE MAP AND SURVEY OF THE COTTAGES AT ALTADENA WOODS,
AS RECORDED IN MAP BOOK 44, PAGE 10, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.**

Source of Title: in Instrument #20220419000161070



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/08/2023 02:05:08 PM
\$41.00 BRITTANI
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Allen S. Bayl