

This Document Prepared By:  
**YATHISH KUMAR CHANNAGIRI NAGARAJ**  
**CITIZENS BANK, N.A.**  
**10561 TELEGRAPH RD**  
**GLEN ALLEN, VA 23059**  
**(877) 745-7364**

When Recorded Mail To:  
**CITIZENS BANK, N.A.**  
**P.O. BOX 42111**  
**PROVIDENCE, RI 02940**

**Source of Title: INSTRUMENT NO. 20080714000282750**  
**Tax/Parcel #: 13 8 27 3 000 001.111**

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

<b>Original Principal Amount: \$193,325.00</b>	<b>FHA\VA Case No.:013-0051902</b>
<b>Unpaid Principal Amount: \$191,602.06</b>	<b>Loan No: 8106858312</b>
<b>New Principal Amount: \$140,473.79</b>	
<b>New Money (Cap): \$7,612.52</b>	

**Property Address: 1194 AMBERLEY WOODS DR, HELENA, ALABAMA 35080**

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

This Loan Modification Agreement ("Agreement"), made this **30TH** day of  
**JUNE, 2023**, between **BETH ANN RAY, A SINGLE PERSON** ("Borrower"), whose

address is **1194 AMBERLEY WOODS DR, HELENA, ALABAMA 35080** and **CITIZENS BANK, N.A. F/K/A RBS CITIZENS, N.A. S/B/M TO CITIZENS BANK OF MA S/B/M TO US TRUST S/B/M TO THE FEDERAL SAVINGS BANK** (“Lender”), whose address is **10561 TELEGRAPH RD, GLEN ALLEN, VA 23059**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the “Security Instrument”), dated **JULY 6, 2022** and recorded on **JULY 14, 2022** in **INSTRUMENT NO. 20220714000277660**, 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

**1194 AMBERLEY WOODS DR, HELENA, ALABAMA 35080**

(Property Address)

the real property described 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, 2023** the amount payable under the Note and the Security Instrument (the “Unpaid Principal Balance”) is U.S. **\$140,473.79**, 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. **\$7,612.52**.
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 **7.1250%**, from **AUGUST 1, 2023**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **885.73**, beginning on the **1ST** day of **SEPTEMBER, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **AUGUST 1, 2063** (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.

In Witness Whereof, I have executed this Agreement.

Beth Ann Ray  
Borrower: **BETH ANN RAY**

7/29/2023  
Date

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

**BORROWER ACKNOWLEDGMENT**

The State of **ALABAMA** )  
SHELBY County )

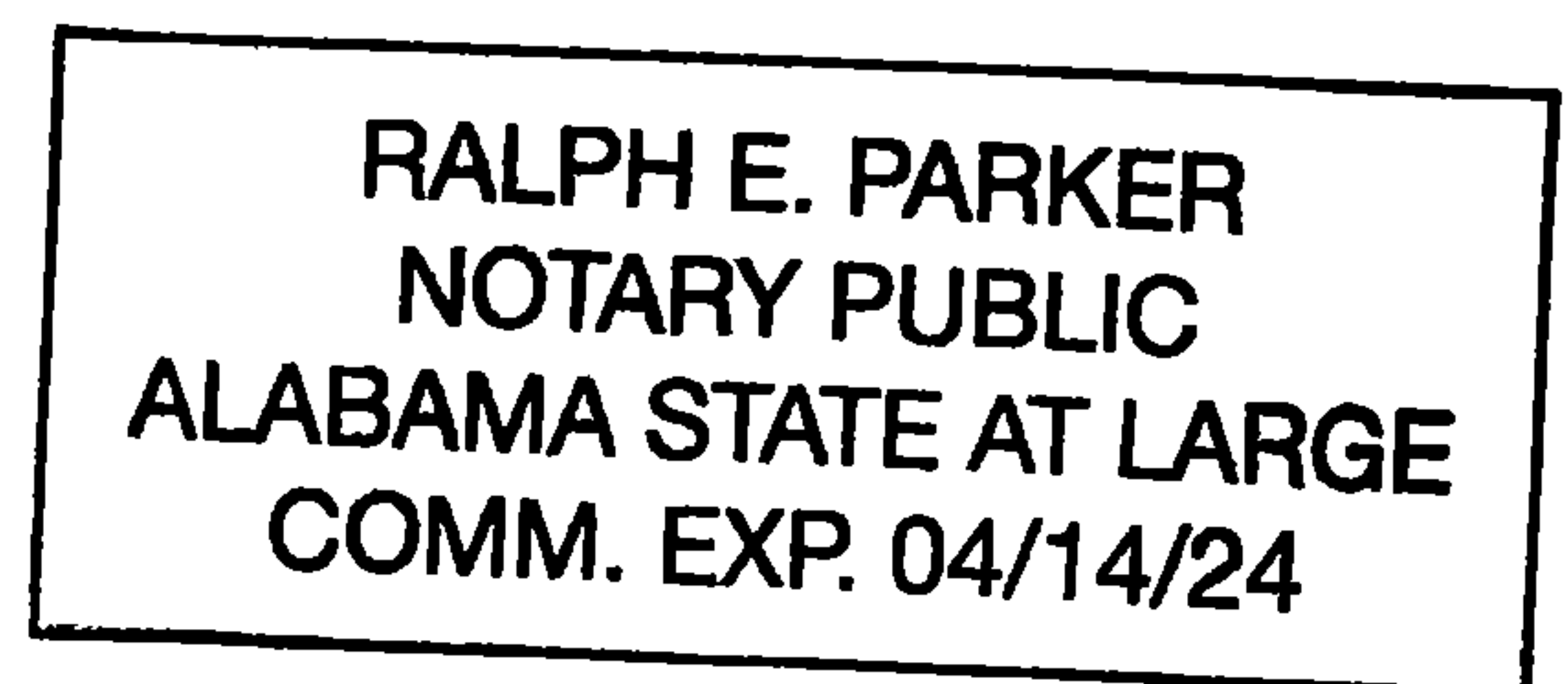
I, a Notary Public, hereby certify that **BETH ANN RAY** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears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

Given under my hand this 29th day of JULY, 2023.

Ralph E. Parker  
Notary Public

Print Name RALPH E PARKER

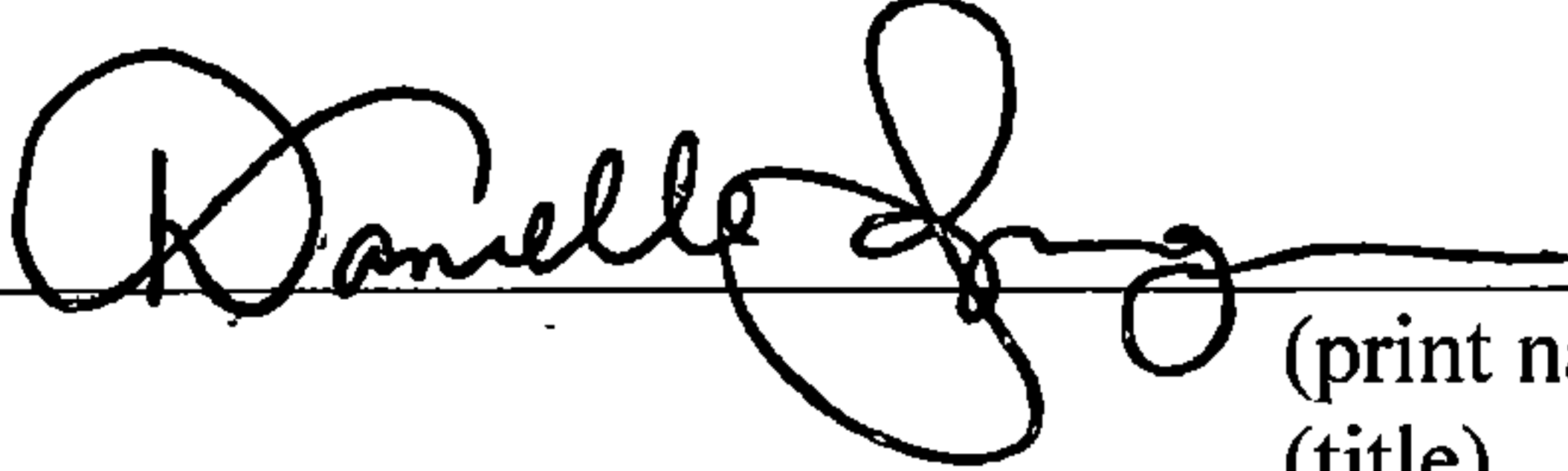
My commission expires: 04/14/2024





In Witness Whereof, the Lender has executed this Agreement.

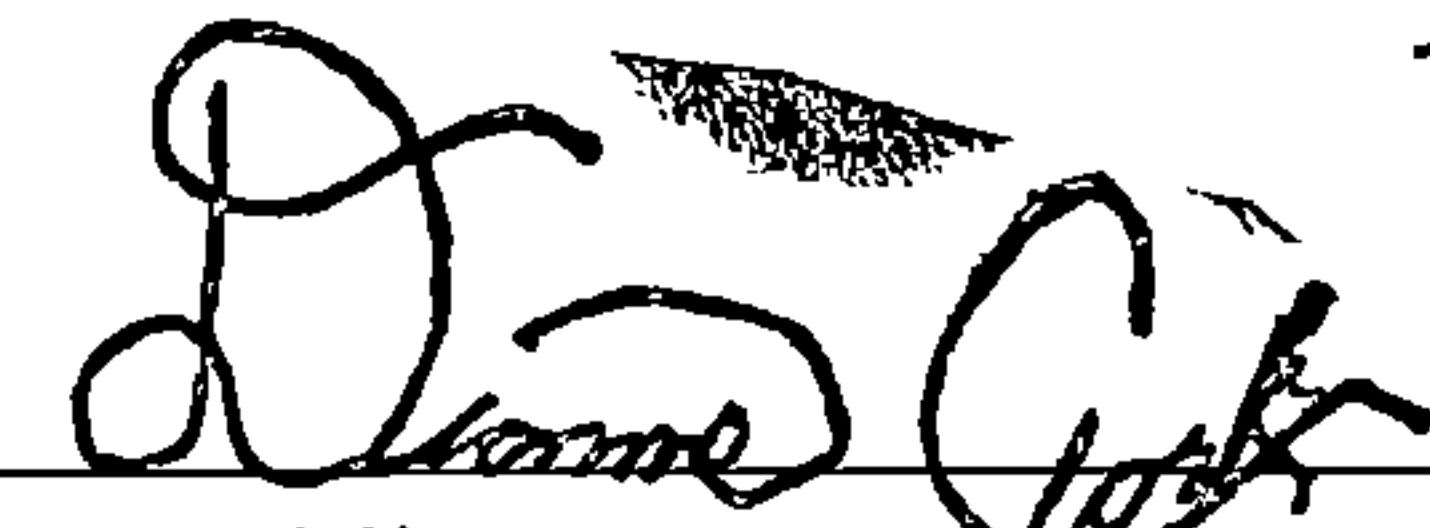
**CITIZENS BANK, N.A. F/K/A RBS CITIZENS, N.A. S/B/M TO CITIZENS BANK  
OF MA S/B/M TO US TRUST S/B/M TO THE FEDERAL SAVINGS BANK**

By  (print name) Danielle Ingram Date 8/7/23  
(title) ALP

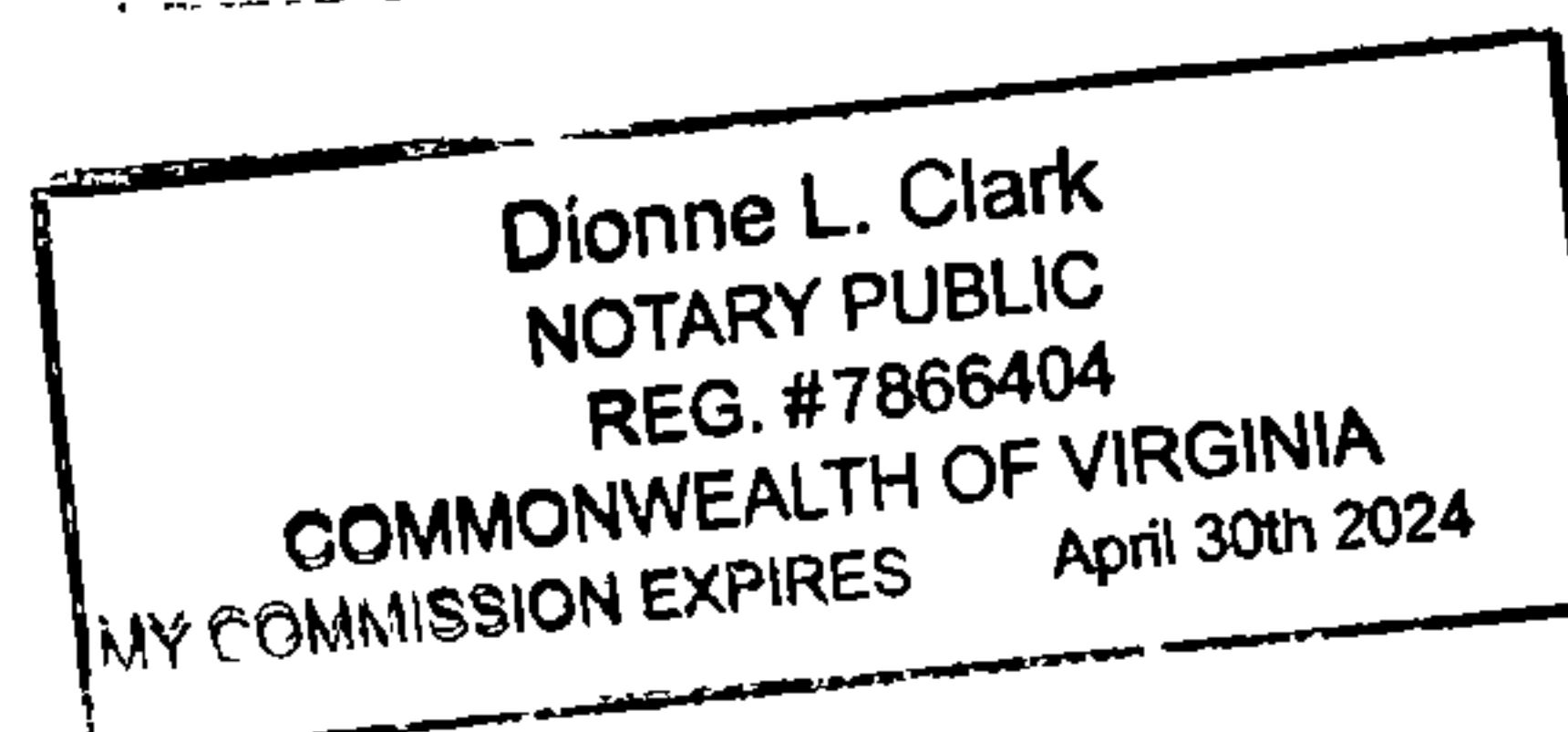
\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

State of Virginia  
County of Henrico

This foregoing instrument was acknowledged before me on  
August 7, 2023 by Danielle Ingram the  
ALP of **CITIZENS BANK, N.A. F/K/A RBS  
CITIZENS, N.A. S/B/M TO CITIZENS BANK OF MA S/B/M TO US TRUST S/B/M  
TO THE FEDERAL SAVINGS BANK**, a company, on behalf of the company.

  
Notary Public

Printed Name: Dionne Clark  
My commission expires: 4/30/24



**EXHIBIT A**

**BORROWER(S): BETH ANN RAY, A SINGLE PERSON**

**LOAN NUMBER: 8106858312**

**LEGAL DESCRIPTION:**

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

**LOT 73, ACCORDING TO THE AMENDED MAP OF AMBERLEY WOODS, 5TH SECTOR, AS RECORDED IN MAP BOOK 21, PAGE 102, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA**

**ALSO KNOWN AS: 1194 AMBERLEY WOODS DR, HELENA, ALABAMA 35080**

HUD-HAMP 01312023\_356



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
08/11/2023 08:06:28 AM  
\$250.75 BRITTANI  
20230811000242860

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8106858312

*Allie S. Boyd*