

This Document Prepared By:
VASU SHIVEGOWDA
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. 20210319000139490**

Tax/Parcel #: **16-3-06-0-000-006.063**

_____[Space Above This Line for Recording Data]_____

Original Principal Amount: \$540,000.00

Investor Loan No.: 010217322

Unpaid Principal Amount: \$535,817.66

Loan No: 8106510830

New Principal Amount: \$563,935.53

New Money (Cap): \$28,117.87

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **19TH** day of **DECEMBER, 2023**, between **PAUL BENTON AND LINDSEY G. BENTON HUSBAND AND WIFE** ("Borrower"), whose address is **124 CHELSEA HIGHLANDS PKWY, CHELSEA, ALABAMA 35043** and **CITIZENS BANK, N.A. F/K/A RBS CITIZENS, N.A.** ("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 **MARCH 23, 2022** and recorded on **JUNE 6, 2022** in **INSTRUMENT NO. 20220606000224870**, 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,

124 CHELSEA HIGHLANDS PKWY, CHELSEA, ALABAMA 35043
(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 **JANUARY 1, 2024**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$563,935.53**, 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 **3.6250%** from **DECEMBER 1, 2023**. Borrower promises to pay monthly payments of principal and interest of U.S. **\$2,227.11** beginning on the **1ST** day of **JANUARY, 2024** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.6250%** will remain in effect until the principal and interest are paid in full. If on **December 1, 2063** (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.
- 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
 - (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.
- (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) 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 ☐.

- 6) 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.

In Witness Whereof, I have executed this Agreement.

Borrower: PAUL BENTON

1-3-24

Date

Borrower: LINDSEY G. BENTON *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

1-3-24

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ALABAMA)

Shelby County)

I, a Notary Public, hereby certify that PAUL BENTON; LINDSEY G. BENTON, HUSBAND AND WIFE 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.

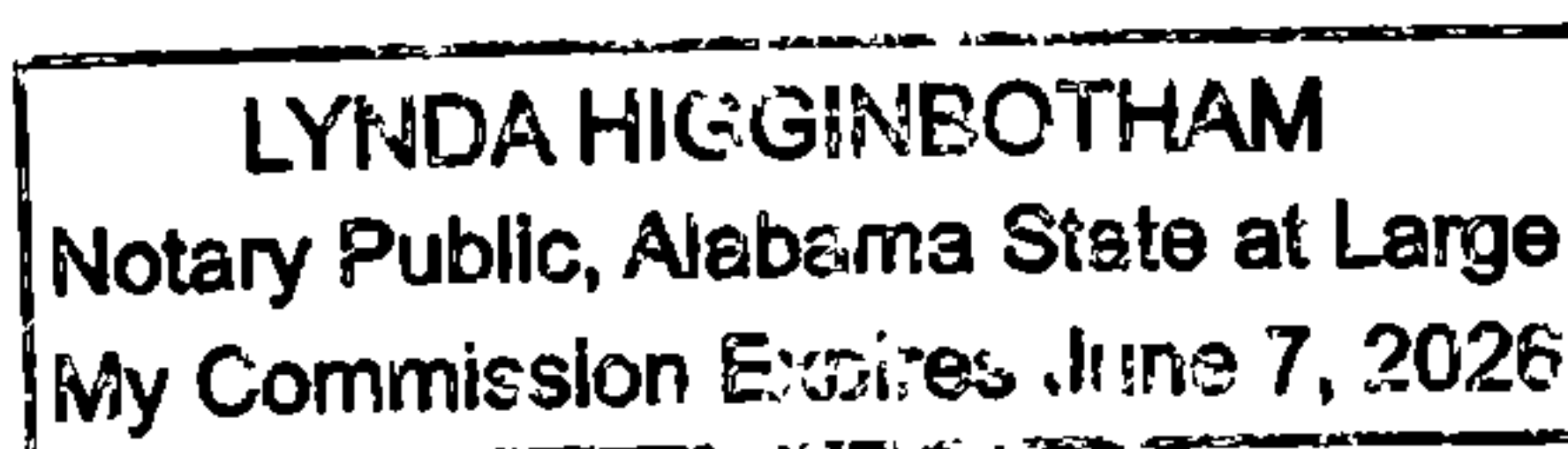
Given under my hand this 3 day of January, 2024.

Additional affidavit is required.

Lynda Higinbotham
Notary Public (signature)

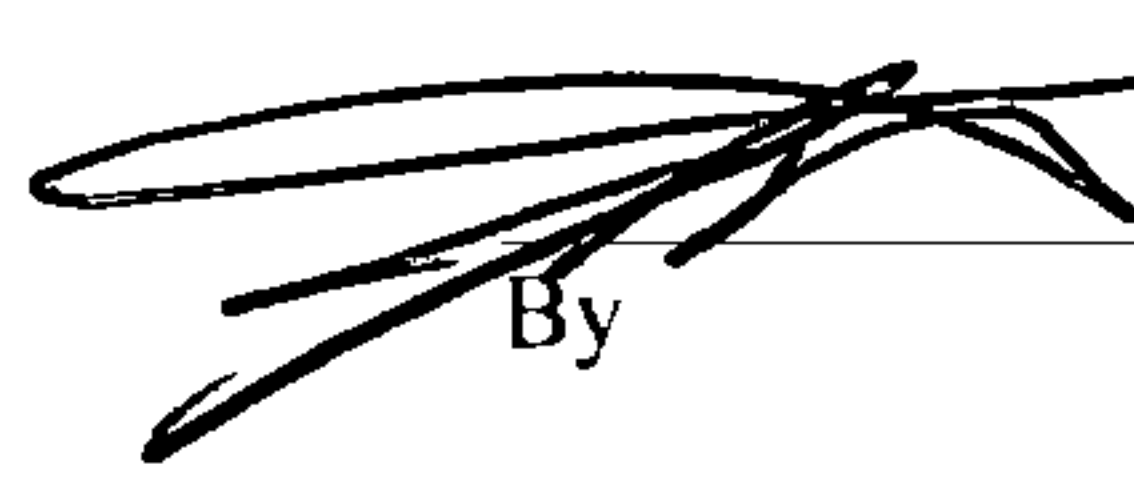
Notary Printed Name Lynda Higinbotham

My commission expires:



In Witness Whereof, the Lender has executed this Agreement.

CITIZENS BANK, N.A. F/K/A RBS CITIZENS, N.A.

By  Jesus Velazquez AVP
(print name)
(title)

1/5/24
Date

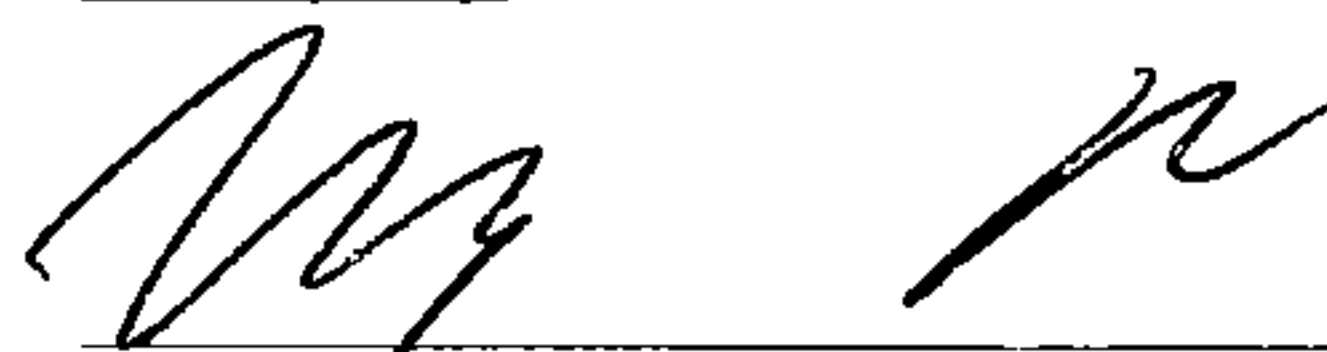
[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

State of Virginia
County of Henrico

This foregoing instrument was acknowledged before me on January 5, 2024 by Jesus Velazquez, the AVP of **CITIZENS BANK, N.A. F/K/A RBS CITIZENS, N.A.**, a company, on behalf of the company.

 This notarial act was a remote online notarization.


Notary Public

Printed Name: Tynieca Robinson
My commission expires: 2-28-2026

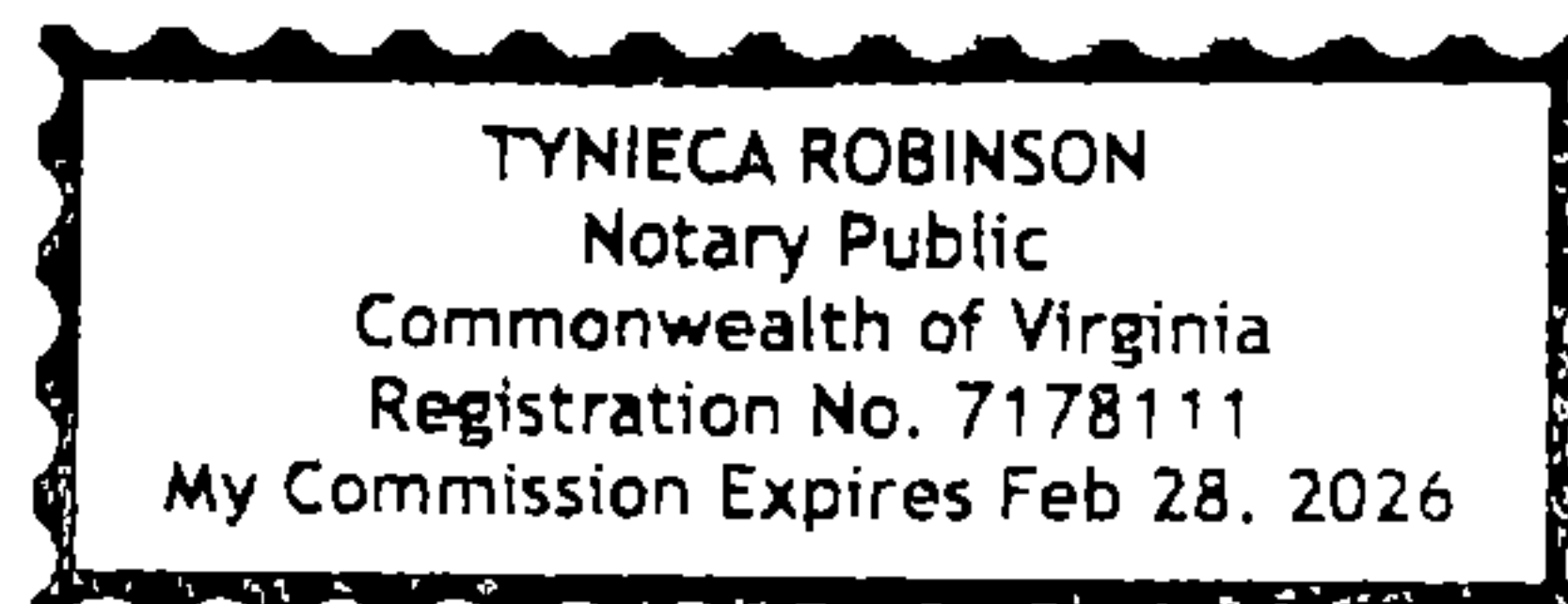


EXHIBIT A

BORROWER(S): PAUL BENTON AND LINDSEY G. BENTON HUSBAND AND WIFE

LOAN NUMBER: 8106510830

LEGAL DESCRIPTION:

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

LOT 5, ACCORDING TO THE FINAL PLAT OF CHELSEA HIGHLANDS, AS RECORDED IN MAP BOOK 48, PAGE 23, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

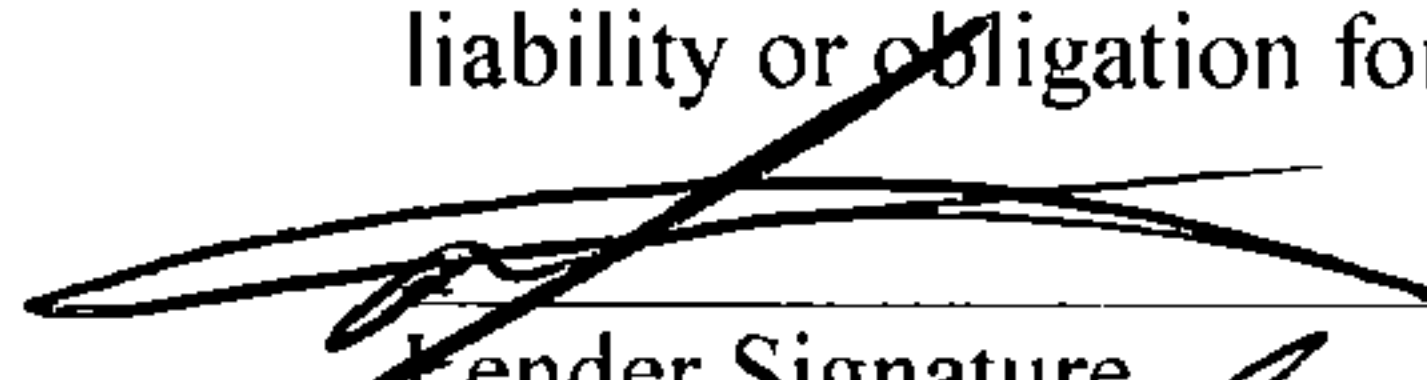
ALSO KNOWN AS: 124 CHELSEA HIGHLANDS PKWY, CHELSEA, ALABAMA 35043

Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between **CITIZENS BANK, N.A. F/K/A RBS CITIZENS, N.A.** (the "Lender") and **PAUL BENTON AND LINDSEY G. BENTON HUSBAND AND WIFE** (the "Borrower") dated **DECEMBER 19, 2023** (the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. If the Borrower was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents, based on this representation, Lender agrees that Borrower will not have personal liability on the debt pursuant to this Agreement. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.

 Jesus Velazquez Arp

1/5/24
Date

Lender Signature

By:

Title:

Borrower: **PAUL BENTON**

1-3-24
Date

Borrower: **LINDSEY G. BENTON** *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

1-3-24
Date



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/09/2024 08:08:07 AM
\$889.00 PAYGE
20240109000006770

Allie S. Beyl

