

Return To:
Metro Bank
2325 Hwy 77
GADSDEN, AL 35907

Parcel No.: 23-06-14-3-004-019.000

(Space Above This Line For Recording Data)

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 22nd day of February, 2024, between CALEB STEPHEN RAGLAND an unmarried man and MALLORY SHAE EVANS an unmarried woman ("Borrower") and Metro Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated September 21, 2023 and recorded in Book or Liber Inst. # 20230926 000287560, at page(s) _____, of the official Records of the Shelby County Recorder's Office, 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

245 MOUNTAIN LAKE TRAIL, ALABASTER, AL 35007,
(Property Address)

the real property described being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE 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 **February 22, 2024**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$323,900.00**, 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 **7.125%**, from **February 22, 2024**. Borrower promises to make monthly payments of principal and interest of U.S. **\$2,182.17**, beginning on the

1st day of April, 2024, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **7.125%** will remain in effect until principal and interest is paid in full. If on **March 1, 2054** (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; 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.

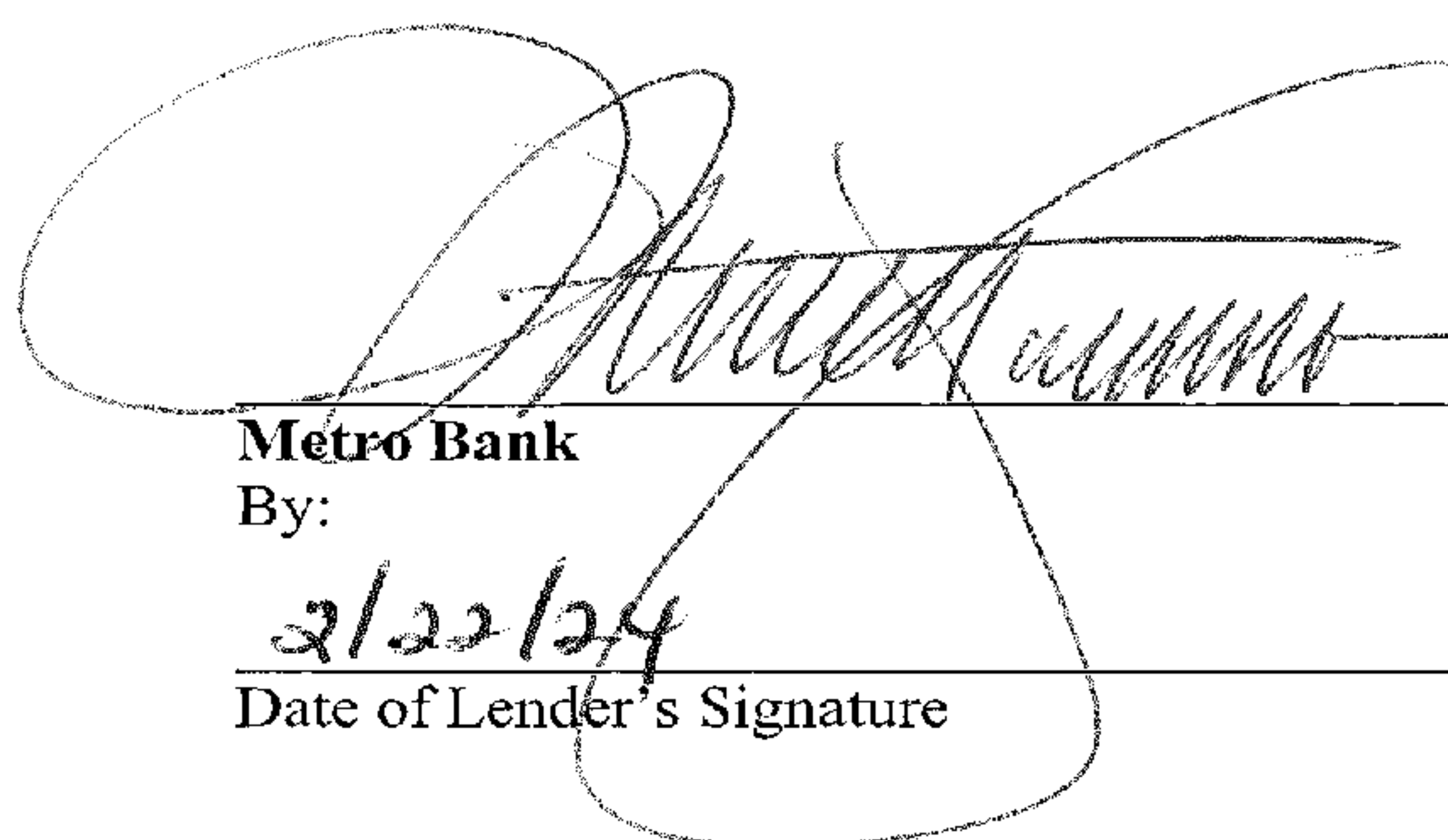
5. Borrower understands and agrees that:

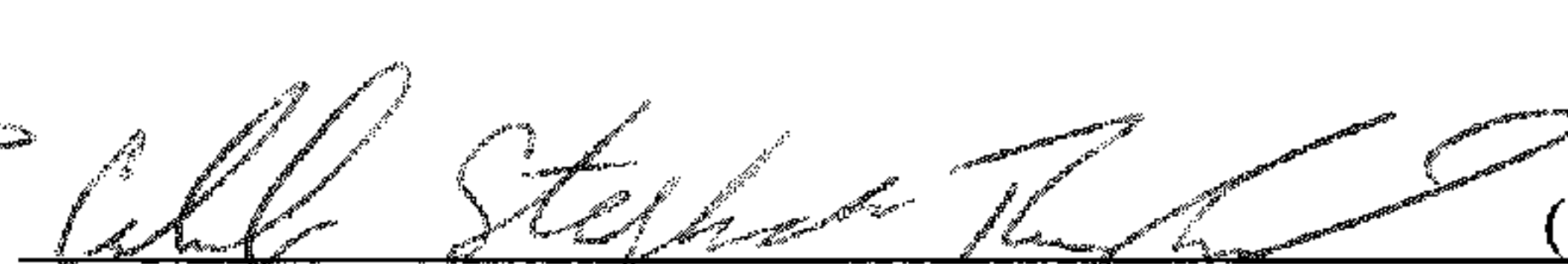
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, 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.
- (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 ☐.

 (Seal)
Metro Bank
By: _____
Date of Lender's Signature 2/22/24

 (Seal)
CALEB STEPHEN RAGLAND
-Borrower

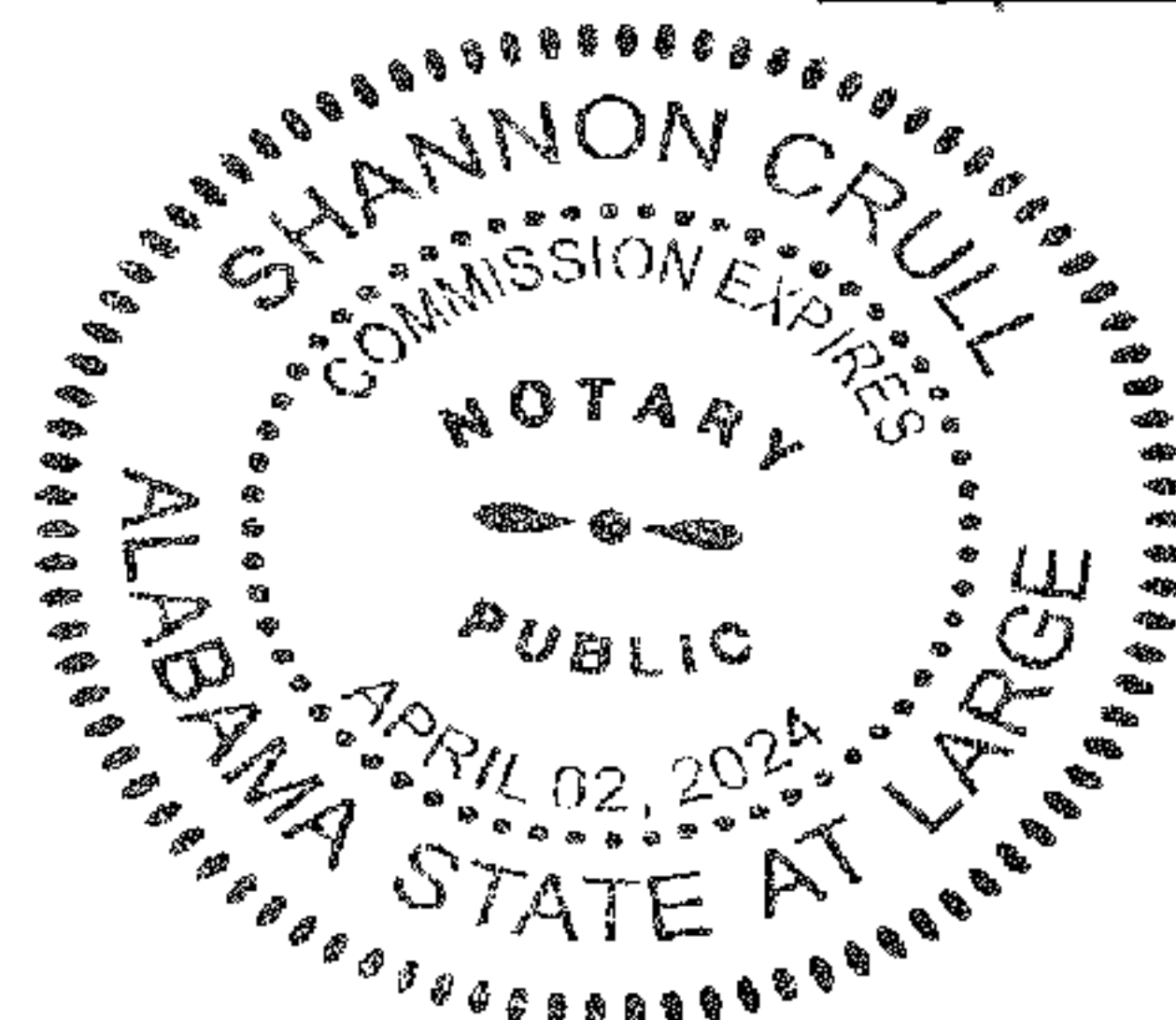
 (Seal)
MALLORY SHAE EVANS
-Borrower

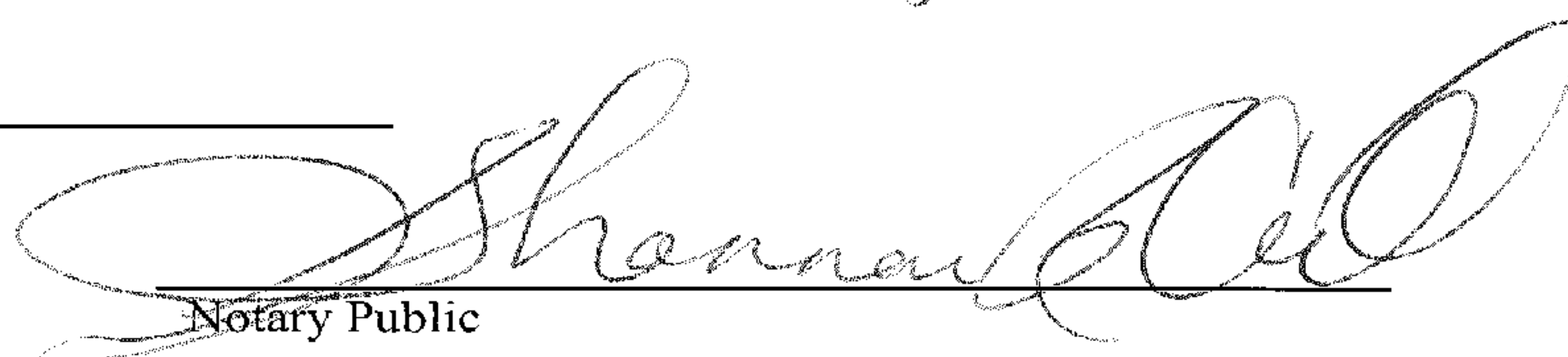
(Space Below This Line For Acknowledgments)

STATE OF ALABAMA, Jefferson County ss:
On this 22nd day of February, 2024,
I, Shannon Crull,
a Notary Public in and for said county and in said state, hereby certify that **CALEB STEPHEN RAGLAND and MALLORY SHAE EVANS**, 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 22nd day of February, 2024.

My Commission Expires: 4/2/24

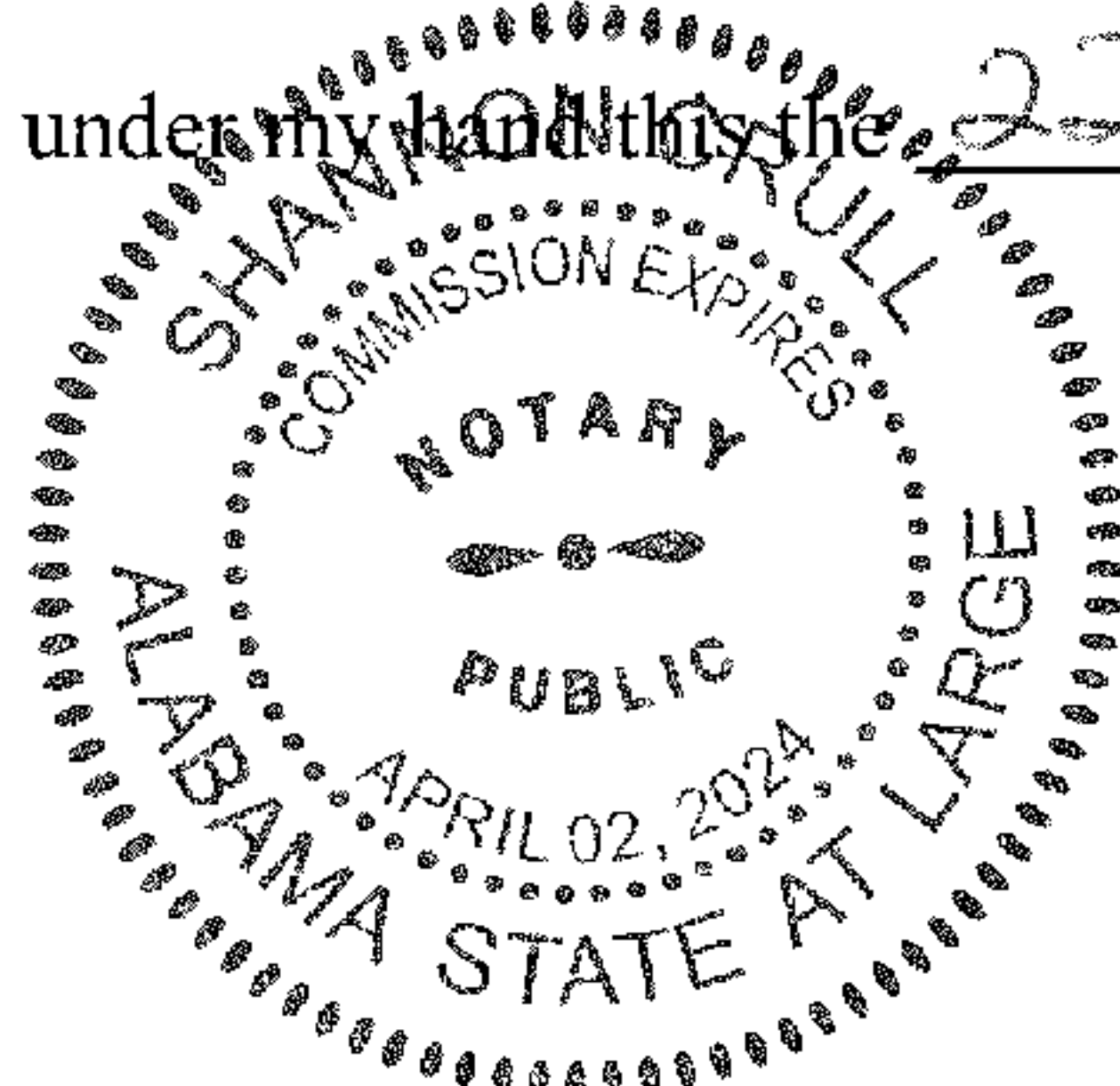



Notary Public

State of Alabama
County of

I, Shannon Crull, a Notary Public in and for said County in said State, hereby certify that Mark Thompson, whose name as VP of Mortgage of the **Metro Bank**, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 this 22nd day of February, 2024.



A handwritten signature of Shannon Crull in cursive script, written over a horizontal line.

Loan originator (Organization): **Metro Bank**; NMLS #: **407722**
Loan originator (Individual): **Mark Thompson**; NMLS #: **455739**

EXHIBIT "A"
Property Description

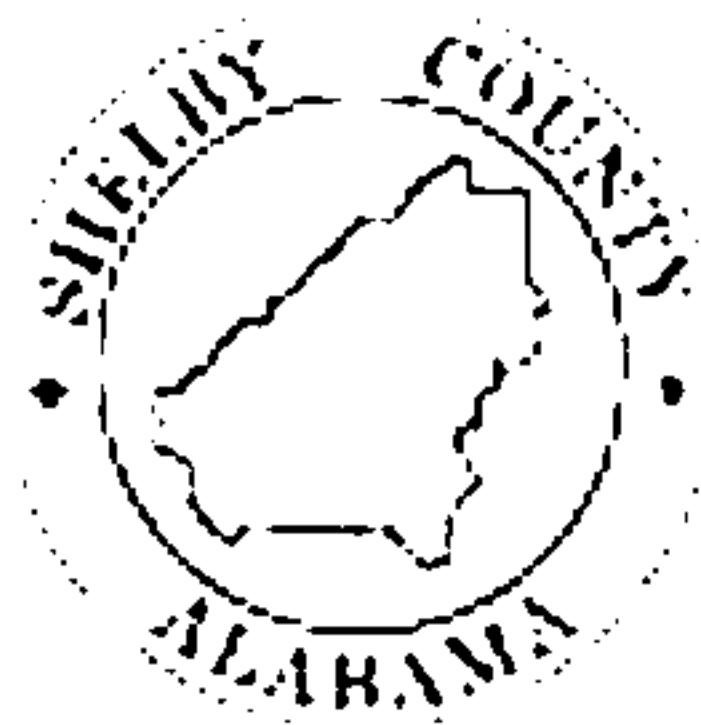
Closing Date: February 22, 2024

Borrower(s): Caleb Stephen Ragland and Mallory Shae Evans

Property Address: 245 Mountain Lake Trail, Alabaster, AL 35007

PROPERTY DESCRIPTION:

Lot 19, according to the Survey of Mountain Lake, as recorded in Map Book 31, Page 129, in the Probate Office of Shelby County, Alabama,



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/22/2024 11:03:08 AM
\$38.00 JOANN
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Allen S. Bevil