

This Document Prepared By:
KATHY RAWLINS
PNC BANK, NATIONAL ASSOCIATION
3232 NEWMARK DR
MIAMISBURG, OH 45342
(888) 224-4702

When Recorded Mail To:
PNC BANK, N.A.
P.O. BOX 8800
DAYTON, OH 45401

Source of Title: **INSTRUMENT NO. 20180703000237960**
RE: RESHA MOD REC SVC
Tax/Parcel #: 13 1 01 2 001 031 000

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Original Line Amount: \$80,413.00
Unpaid Principal Balance: \$80,413.00
Modified Principal Balance: \$84,005.25
Interest Bearing Principal Balance: \$49,505.25
Deferred Principal Balance: \$34,500.00
Capitalized Amount: \$3,592.25

MODIFICATION OF OPEN-END MORTGAGE AND CHANGE IN TERMS AGREEMENT

This Modification of Open-End Mortgage and Change in Terms Agreement (this "Agreement") is dated as of **OCTOBER 18, 2024**, between Names **MARY D. RESHA AND THOMAS N. RESHA III, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP** (individually and collectively, the "Borrower") with an address of **2558 NORTH CHANDALAR LANE, PELHAM, ALABAMA 35124** and **PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO BBVA USA, FORMERLY KNOWN AS COMPASS BANK**

(the "Lender") with an address of **3232 NEWMARK DR, MIAMISBURG, OH 45342**, for itself, its successors and/or assigns, (the "Lender") amends and supplements:

- (1) the Home Equity Line of Credit Agreement (the "Line of Credit Agreement") dated **MARCH 19, 2021** which established a home equity line-of credit with Lender or Lender's predecessor in interest, and
- (2) the Open-End Mortgage (Security Instrument), bearing the same date as and securing, the Line of Credit Agreement recorded on **APRIL 5, 2021** for **INSTRUMENT NO. 20210405000167790 MORTGAGE BOOK NA PAGE NA** of the OFFICIAL Records of **SHELBY COUNTY, ALABAMA** covering real property described in the Security Instrument and defined therein as the (the "Property"), and described as follows: **2558 NORTH CHANDALAR LANE, PELHAM, ALABAMA 35124**

THE LAND REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE CITY OF PELHAM, COUNTY OF SHELBY, STATE OF ALABAMA, AND DESCRIBED AS FOLLOWS:

SEE EXHIBIT A

The Line of Credit Agreement and Security Instrument together, as they may previously have been amended, are referred to as the "Line Documents". The indebtedness created under the Line of Credit Agreement and secured by the Security Instrument is referred to as the "Line". The Borrower and Lender are sometimes collectively referred to as the "Parties" and each as "Party". Capitalized terms used in this Agreement and not defined herein have the meaning given to them in the Line Documents.

Borrower has requested and Lender has agreed to modify certain terms of the Line of Credit Agreement and Security Instrument, as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements exchanged, and intending to be legally bound, the Parties hereto agree as follows:

1. Line Maturity Date. The Maturity Date of the Line is now **OCTOBER 15, 2059**, which may have been extended beyond the original maturity date of the Line Documents.
2. The modified principal balance of the Line is **\$84,005.25** which includes all amounts and arrearages that are past due and consists of (a) the unpaid principal of credit advances made to Borrower under the Line, including any fixed rate advances, plus (b) unpaid and deferred interest, finance charges, fees, escrow and corporate advances and other costs (collectively (a), (b), the "Unpaid Amounts"), less (c) any amounts paid to Lender but not previously credited to the Line. Part of the modified principal balance may be deferred and will not be interest-bearing. Any such deferred principal amounts will be payable when the final payment is due. If applicable, the deferred principal balance is **-\$34,500.00**. Borrower understands and agrees that by agreeing to add the Unpaid Amounts that are not deferred to the modified principal balance, the Unpaid Amounts, including unpaid interest and finance charges, will accrue interest based on the interest rate in effect under this Agreement. Interest at the rate of **1.0000%** will begin to accrue on the interest-bearing principal balance as of **OCTOBER 18, 2024**, and the first new monthly payment on the Line will be due on **NOVEMBER 15, 2024**. The interest-bearing principal balance is the modified principal balance less the deferred principal balance, if any.
3. The interest rate and monthly payments applicable under this Agreement may be higher than the interest rate and payment provided in the Line of Credit Agreement.

4. Borrower has requested that Lender cancel all Fixed Rate Lock Advances and Fixed Rate Parts that Borrower may have obtained and consolidate their outstanding balances into the modified principal balance as stated in Section 2 above. The interest rate applicable under this Agreement may be higher than the interest rates that would have applied to the Fixed Rate Lock Advances and Fixed Rate Parts under the Line of Credit Agreement.
5. As of the date of this Agreement, Borrower's ability to obtain loans or Advances under the Line of Credit Agreement was either (i) permanently terminated due to, among other reasons, the end of the draw period or payment delinquency; or (ii) temporarily suspended due to a significant decline in the value of the Property; or (iii) temporarily suspended due to a material change in financial circumstances and a belief that Borrower is unable to meet the Agreement's repayment requirements as well as for any reason previously communicated to the Borrower. **If Borrower's credit privileges were temporarily suspended, Borrower can request reinstatement as provided in Section 10.**

6. The payment schedule for the modified Line, including interest rate and payment, is shown below.

Months	Interest Rate per Annum	Monthly Principal and Interest	Number of Monthly Payments
1-420	1.0000%	\$139.75	420

7. The final payment due on the Maturity Date will be an amount equal to (a) the unpaid interest-bearing principal balance, plus (b) all accrued and unpaid interest on the interest-bearing principal balance, plus (c) the deferred principal balance, if any, plus (d) all other amounts owed under this Agreement.
8. **If, prior to the date of this Agreement Borrower has received or is awaiting a discharge of personal liability for the Line in a Bankruptcy proceeding and has not reaffirmed the debt, by voluntarily entering into this Agreement, the Borrower is not re-establishing any personal liability for the underlying debt, and any payments under this Agreement will be voluntarily made.**
9. Borrower will be in default if Borrower does not comply with the terms of the Line Documents as modified by this Agreement. On the Maturity Date, Borrower will pay all amounts owed in full. In the event of a default under the Line Documents, interest will accrue on the entire unpaid principal balance of the Line, including after acceleration, at the interest rate set forth in Section 2.
10. **If Borrower's ability to obtain loans or Advances under the Line of Credit Agreement was temporarily suspended before the date of this Agreement, during the Line of Credit Agreement's draw period, Borrower can make a written request for reinstatement of credit privileges as provided in the notification of the suspension due to material change in financial circumstances and, if applicable, any other notification of suspension in effect on the date of this Agreement. If Borrower's credit privileges are reinstated, Borrower agrees that this Agreement will be cancelled as of the date that credit privileges are restored. Thereafter, the interest rate and payment terms of the Line of Credit Agreement will be in full force and effect for the remainder of the draw period and any repayment period.**
11. If Borrower purchased credit insurance or the Line of Credit Protection Plan under the Line of Credit Agreement, such credit insurance or Line of Credit Protection Plan will be cancelled as of the date the Line is modified.

12. Borrower understands and agrees to the following:

- a) All persons who signed the Line Documents or their authorized representatives must sign this Agreement unless such person is deceased; such person is divorced and no longer has an interest in the Property due to a divorce decree or other property settlement; or Lender has waived this requirement. A Borrower is not released from the obligation to repay the Line by not signing this Agreement.
- b) Any person who signs this Agreement but did not sign the Line of Credit Agreement is not personally obligated to repay the Line secured by the Security Instrument as modified by this Agreement.
- c) This Agreement will supersede the terms of any modification, forbearance, workout plan or notice of payment of force placed insurance or taxes the borrower has previously received. **THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**
- d) Except as modified by this Agreement, Borrower will comply with all covenants, agreements, and requirements of the Line Documents.
- e) Except as expressly modified by this Agreement, the Line Documents are duly valid and binding, enforceable in accordance with their terms and are hereby ratified and reaffirmed.
- f) Nothing in this Agreement will be understood or construed as a satisfaction or release, in whole or in part, of the obligations in the Line Documents or as a satisfaction or release of the Security Instrument, in whole or in part. As of the Effective Date, notwithstanding any other provisions of the Line Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may at its option, require immediate payment in full of all sums secured by the Security Instrument. However, Lender shall not exercise this option if applicable law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. 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.
- g) 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 in writing.
- h) Borrower will cooperate fully with Lender in obtaining any title endorsements(s), or similar title insurance product(s), and/or subordination agreements(s) that are necessary or required by the Lender's procedures to ensure that the Line as modified is in required lien position and/or is fully enforceable upon modification and that if, under any circumstances and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsements(s), title insurance products(s) and/or subordination agreements(s), then the terms of this Agreement will not become effective on the Effective Date and this Agreement will be null and void.

- i) Borrower will execute and deliver such other documents as may be reasonably necessary to either: (i) consummate the terms and conditions of this Agreement or (ii) correct the terms and conditions of this Agreement if an error is detected after the Effective Date. Borrower understands that a corrected Agreement will be provided to Borrower and, upon execution, the corrected Agreement will supersede this Agreement. If Borrower elects not to sign any such corrected Agreement, the terms of the original Line Documents will continue in full force and effect and such terms will not be modified.
- j) If any document, including the Security Instrument, related to this Agreement is lost, misplaced, misstated, inaccurately reflects the true terms and conditions of the Line as modified, or is otherwise missing, Borrower will comply with the Lender's request to acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary (all such documents are the "Documents"). Borrower agrees to deliver the Documents within ten (10) days after Borrower receives the Lender's written request for such replacement.
- k) Lender will collect and record personal information, including, but not limited to, Borrower's name, address, telephone number, social security number, credit score, income, payment history and information about account balances and activity. In addition, Borrower understands and consents to the disclosure of Borrower's personal information to any insurer that insures this Line or any investor, guarantor or servicer that owns, guarantees, insures or services this Line and any other loan secured by the Property.
- l) **Important Information about phone calls, texts, prerecorded and email messages:** If, at any time, Borrower provides to Lender, its affiliates or designees contact numbers that are wireless telephone number(s) including, but not limited to, cell or VoIP numbers, Borrower consents to Lender, its affiliates and designees using an automated dialing system to call or text Borrower, or to send prerecorded messages to Borrower, in order to service, and collect on, any personal account(s) and business account(s) (for which Borrower is an authorized signer or designated contact person) with Lender and/or its affiliates, but not to market to Borrower. For any type of phone call with Lender, its affiliates or designees, Borrower consents that the call may be monitored or recorded for quality control and training purposes. By providing an email address, Borrower consents to receive electronic mail from Lender, its affiliates and designees.
- m) Under penalty of perjury, all documents and information Borrower has provided to Lender in connection with this Agreement are true, complete and correct.

In Witness Whereof, Borrowers have executed this Modification of Open-End Mortgage and Change in Terms Agreement.

Borrower: MARY D. RESHA

Borrower: THOMAS N. RESHA III

10/24/24
Date
10/24/24
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ALABAMA)
Jefferson County)

I, a Notary Public, hereby certify that **MARY D. RESHA; THOMAS N. RESHA III** 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.

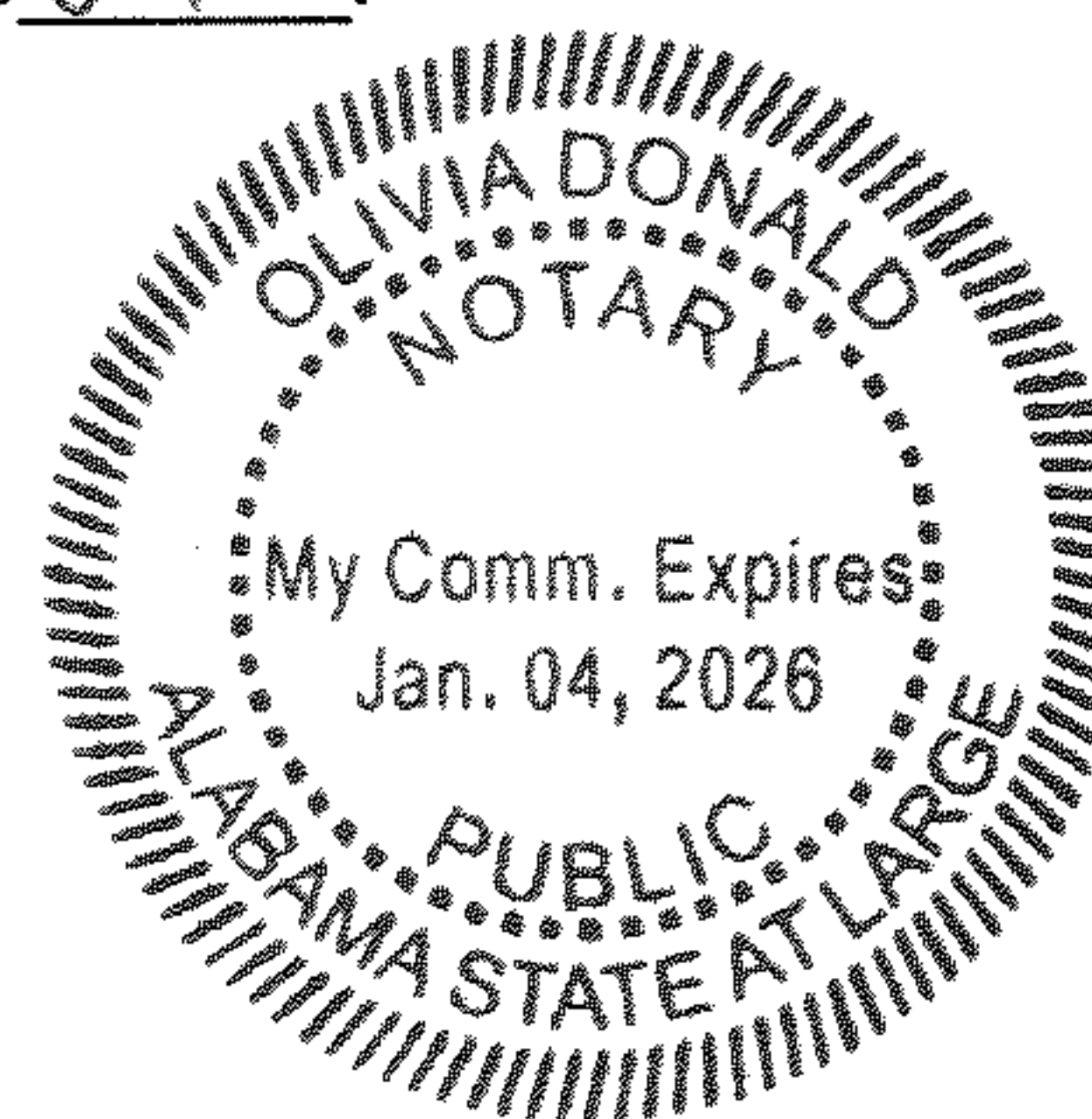
Given under my hand this 24 day of October, 2024.

 This notarial act involved the use of communication technology.

[Signature]
Notary Public (signature)

Notary Printed Name Olivia Donald

My commission expires: 1/4/26



In Witness Whereof, the Lender has executed this Agreement.

PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO BBVA USA, FORMERLY KNOWN AS COMPASS BANK

By Susan Hoefler (print name)
Mortgage Officer (title)

10/28/24
Date

[Space Below This Line for Acknowledgments]

State of OHIO

County of MONTGOMERY

The foregoing instrument was acknowledged before me this 10/28/2024 (date) by Susan Hoefler, the MORTGAGE OFFICER of PNC BANK, NATIONAL ASSOCIATION, a national association, on behalf of the national association

 This notarial act was an online notarial act.

[Signature]
Notary Public

Printed Name:

Hope Chandler

My commission expires:

9/30/2025



HOPE CHANDLER
Notary Public
State of Ohio
My Comm. Expires
September 30, 2025

**PNC BANK, NATIONAL ASSOCIATION
3232 NEWMARK DR
MIAMISBURG, OH 45342**

Exhibit A (Legal Description)

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 219, ACCORDING TO THE SURVEY OF CHANDALAR SOUTH, FIFTH SECTOR, AS RECORDED IN MAP BOOK 6, PAGE 146, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY AS CONVEYED FROM HARVEY L. WACHSMAN AND LOUISE LEOPARD WACHSMAN, HUSBAND AND WIFE TO MARY D. RESHA AND THOMAS N. RESHA III, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, AS DESCRIBED IN DEED INST# 20180703000237960, DATED 07/03/2018, RECORDED 07/03/2018.

TAX ID #: 13 1 01 2 001 031.000

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 2558 N CHANDALAR LN, PELHAM, AL 35124.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/08/2024 08:31:52 AM
\$170.15 PAYGE
20241108000348330

Allen S. Bayl