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12/17/2024 09:48:59 AM
MORTAMEN 1/5



This Document Prepared By:
REGINA M. UHL
SANDLER LAW GROUP
717 N. HARWOOD, SUITE 1600
DALLAS, TX 75201

Recording Requested By and Return To:
REGIONS
ATTENTION: ASSUMPTION/MODIFICATION DEPT
5214 LINCOLN RD EXT
HATTIESBURG, MS 39402

[Space Above This Line For Recording Data]
Original Recorded Date: May 12, 2003 Modified Interest Bearing Amount: \$145,478.51
Original Principal Amount: \$146,520.00

MODIFICATION AGREEMENT for (HELOC's and HELOAN's)

Loan No: 0014023528

This Modification Agreement ("Modification Agreement"), made this 17th day of October, 2024, between WILLIAM E WALTHER AND CAROL H WALTHER, HUSBAND AND WIFE, whose address is 412 MCCORMACK WAY, BIRMINGHAM, AL 35242 ("Borrower") and REGIONS BANK, 5214 LINCOLN RD EXT, HATTIESBURG, MS 39402 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated April 30, 2003 and recorded in INSTRUMENT # 20030512000291560 of the Official Records of the County Recorder's or Clerk's Office of the County of SHELBY COUNTY, Alabama and (2) the Promissory Note, executed by the Borrower in the original principal amount of \$146,520.00 (the "Note"), payable to the Lender, bearing the same date as, and secured by, the Security Instrument, and (3) prior extensions or modifications of the Note and Security Instrument, if any. The Security Instrument covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at:

412 MCCORMACK WAY, BIRMINGHAM, AL 35242
[Property Address]

the real property described being set forth as follows:
SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

In consideration of the mutual promises and agreements, and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Borrower and Lender hereby agree as follows:

1. **Principal Balance.** The outstanding principal balance under the Note is currently \$145,478.51.
2. **Interest and Payments.** Interest will accrue and be charged on the Note from November 22, 2024 at a fixed yearly rate of 6.500%. Interest will be calculated on the same basis as provided

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Loan No: 0014023528

in the Note. Any previously applicable Rate Discounts, however, are discontinued as a condition of this Modification Agreement. The Borrower will pay the principal of and interest on the Note in 240 consecutive monthly installments of \$1,084.65 each, on the **twenty-second** day of each month commencing **December 22, 2024**. A final installment equal to all of the principal of and interest on the Loan then remaining unpaid shall be due and payable on **November 22, 2044**.

3. **No Additional Advances.** Lender has no obligation to make any additional advances to Borrower under the Note.
4. **Effect of Bankruptcy Discharge.** Notwithstanding anything to the contrary contained in this Modification Agreement, Borrower and Lender acknowledge that, if a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Modification Agreement, such discharge is effective and Lender may not pursue Borrower for personal liability. In such event, however, (a) 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, (b) the parties agree that the consideration for this Modification 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, and (c) nothing in this Modification Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.
5. **Additional Documents.** The Borrower agrees to make and execute other such documents, whether contemporaneous herewith or at a later date, as may be necessary or required to effectuate the terms and conditions of this Modification Agreement, including, without limitation, amendments to the Security Instrument.
6. **No Novation; Note, Security Agreement Remain in Effect.** This Modification Agreement shall not constitute a novation. Nothing in this Modification Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note or the Security Instrument. Except as specifically modified and amended by this Modification Agreement, the Note shall remain in full force and effect in accordance with their terms, and the Security Instrument shall continue in full force and effect as security for the Note, as the Note has been modified by this Modification Agreement. Nothing in this Modification Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Mortgage.

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IN WITNESS WHEREOF, the undersigned have executed this instrument under seal as of the day and date first above written.



William E Walther (Seal)
WILLIAM E WALTHER -Borrower

Carol H Walther (Seal)
CAROL H WALTHER -Borrower

State of Alabama

§

County of SHELBY COUNTY

§

I, Jennifer Tran, a Notary Public, hereby certify that **WILLIAM E WALTHER** and **CAROL H WALTHER** whose name(s) is/are signed to the foregoing conveyance, and who is/are 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 October 28, 2024.

[Seal]



Jennifer Tran Notary Public
(Printed Name)

My commission expires: 09/25/2028



Loan No: 0014023528

REGIONS BANK

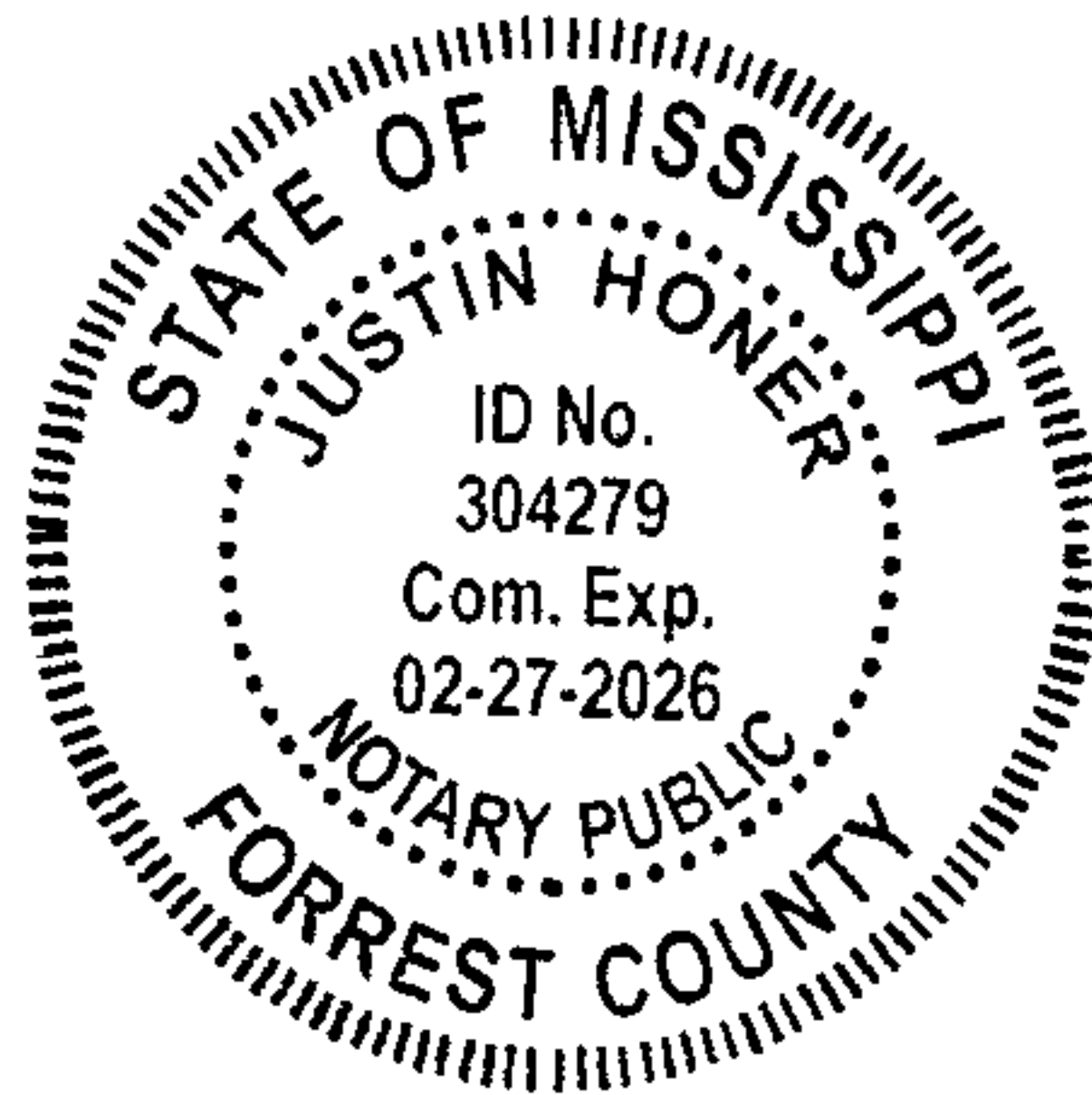
Lender

Bob Fillingane (Seal)
By: **BOB FILLINGANE**Title: **ASSISTANT VICE PRESIDENT**State of Mississippi §County of Forrest §

I, Justin Honer, a Notary Public in and for said County in said State, hereby certify that **BOB FILLINGANE** whose name as **ASSISTANT VICE PRESIDENT** of **REGIONS BANK**, a **State Chartered Bank**, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said **State Chartered Bank**.

Given under my hand this October 31st 2024.

[Seal]

Justin Honer Notary PublicJustin Honer
(Printed Name)My commission expires: 2-27-26ALMDRGFIX
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LEGAL DESCRIPTION

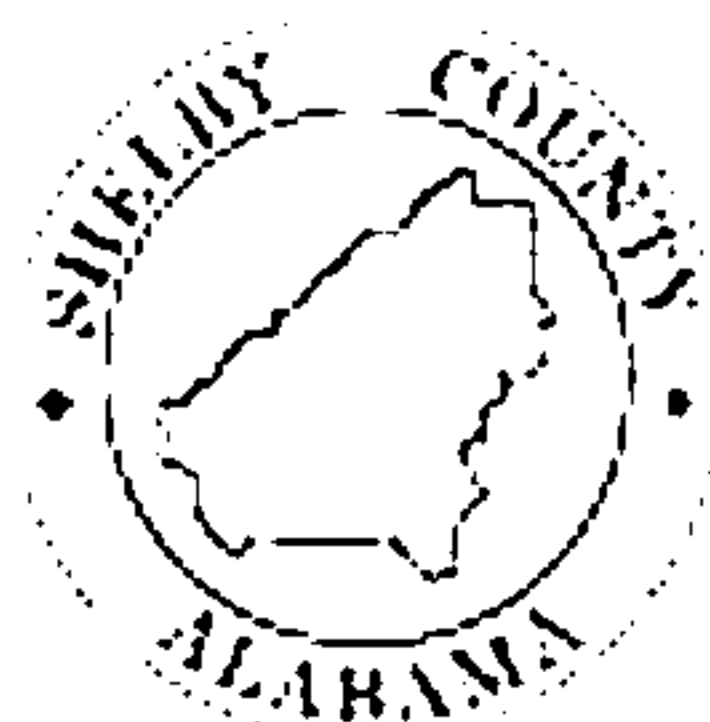
LOT 319, ACCORDING TO THE SURVEY OF GREYSTONE LEGACY THIRD SECTOR, AS
RECORDED IN MAP BOOK 27, PAGE 109, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA

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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/17/2024 09:48:59 AM
\$252.25 JOANN
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Allen S. Bayal