

This Document Prepared By:

FARAH JOHNSON
PNC MORTGAGE, A DIVISION OF 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. 20181109000398590 DEED BOOK N/A, AT PAGE(S) N/A**
Tax/Parcel #: **36 2 03 1 003 039.000**

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$105,730.00 **Fannie Mae Loan No.: 4016061177**
Unpaid Principal Amount: \$110,078.53 **Loan No: ****7155**
New Principal Amount: \$119,766.86
Capitalization Amount: \$9,688.33

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **20TH** day of **FEBRUARY, 2025**, between **PHILLIP R THOMAS AND ADRIAN THOMAS HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP** ("Borrower"), whose address is **155 GARDNER STREET, MONTEVALLO, ALABAMA 35115** and **PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO BBVA USA, FORMERLY KNOWN AS COMPASS BANK** ("Lender"), whose address is **3232 NEWMARK DR, MIAMISBURG, OH 45342**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **NOVEMBER 5, 2018** and recorded on **NOVEMBER 9, 2018** in **INSTRUMENT NO. 20181109000398600**, 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,

155 GARDNER STREET, MONTEVALLO, ALABAMA 35115

(Property Address)

the real property described being set forth as follows:

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

SEE ATTACHED EXHIBIT A

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 **MARCH 1, 2025**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$119,766.86**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 2) **\$35,793.67** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The new Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$83,973.19**. Interest will be charged on the Interest Bearing Principal Balance at a yearly rate of **4.6250%** from **MARCH 1, 2025**. Borrower promises to make monthly payments of principal and interest of U.S. **\$384.29** beginning on the 1ST day of **APRIL, 2025**. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. If 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. The new Maturity Date will be **MARCH 1, 2065**.
- 3) Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
- 4) 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.

- 5) 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.

6) 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.

- 7) **Important Information about phone calls, texts, prerecorded and email messages:** If, at any time, you provide to PNC, its affiliates or designees contact numbers that are wireless telephone number(s) including, but not limited to, cell or VoIP numbers, you are consenting to PNC, its affiliates and designees using an automated dialing system to call or text you, or to send prerecorded messages to you, in order to service, and collect on, any personal account(s) and business account(s) (for which you are an authorized signer or designated contact person) with PNC and/or its affiliates, but not to market to you. For any type of phone call with PNC, its affiliates or designees, you consent that the call may be monitored or recorded for quality control and training purposes. By providing your email address, you consent to receive electronic mail from PNC, its affiliates and designees.

By checking this box, Borrower also consents to being contacted by text messaging ☐

In Witness Whereof, I have executed this Agreement.

Phillip R. Thomas
Borrower: PHILLIP R THOMAS

3-11-25
Date

Adrian Thomas
Borrower: ADRIAN THOMAS *signing solely to acknowledge this Agreement, but not
to incur any personal liability for the debt

3-11-25
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

State of ALABAMA)
Shelley County)

I, a Notary Public, hereby certify that PHILLIP R THOMAS; ADRIAN THOMAS 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.

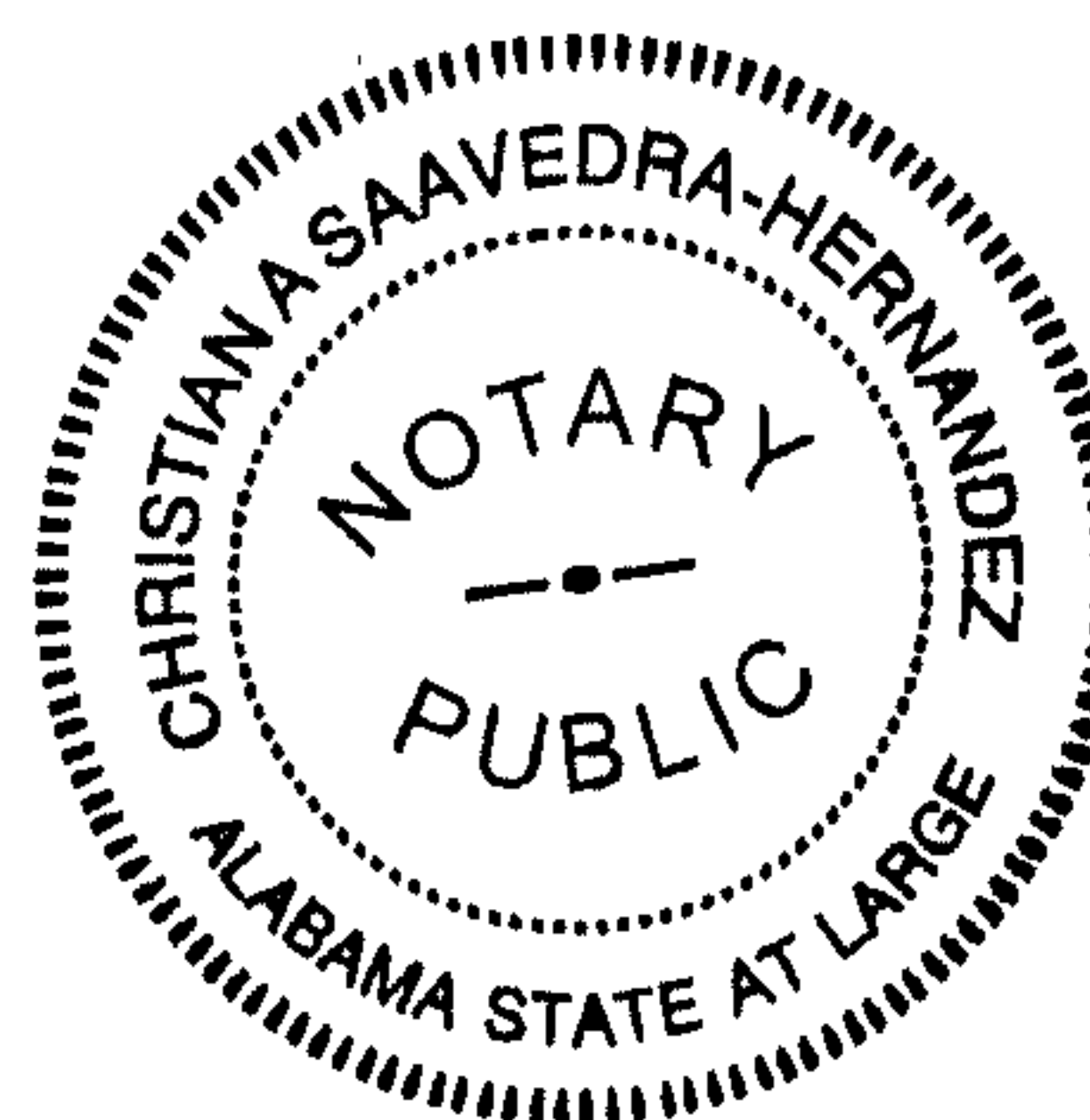
Given under my hand this 11th day of March, 2025.

This notarial act involved the use of communication technology.

~~Christian A. Saavedra-Hernandez~~
Notary Public (signature)

Notary Printed Name Christian A Saavedra-Hernandez

My commission expires: 04-12-2026



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 Hoefle (print name)
Mortgage Officer (title)

3/19/25
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

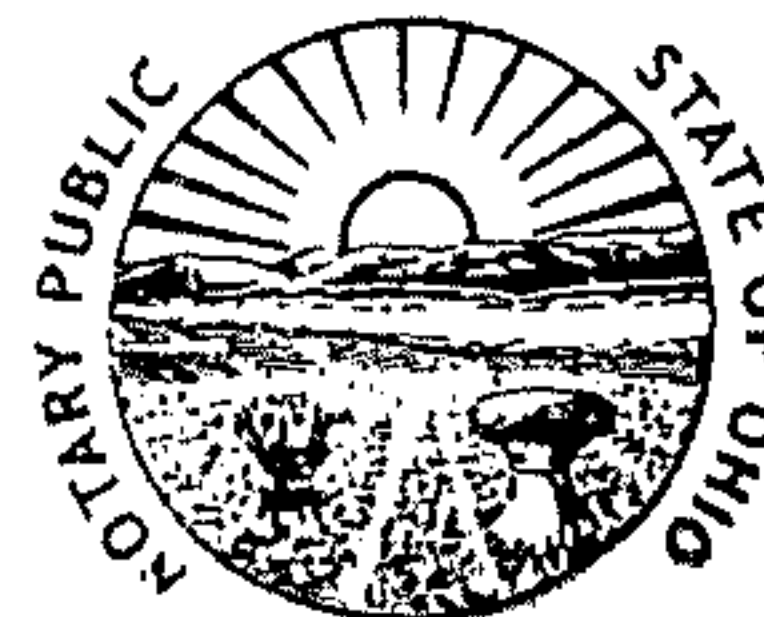
State of OHIO

County of MONTGOMERY

The foregoing instrument was acknowledged before me this 3/19/25 (date) by Susan Hoefle, the MORTGAGE OFFICER of PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO BBVA USA, FORMERLY KNOWN AS COMPASS BANK, a national association, on behalf of the national association

_____ This notarial act was an online notarial act.

Ashley Flowers
Notary Public



ASHLEY FLOWERS
Notary Public
State of Ohio
My Comm. Expires
July 18, 2026

Printed Name: Ashley Flowers
My commission expires: 07/18/26

PNC MORTGAGE, A DIVISION OF 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:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE RIGHT OF WAY OF STATE HIGHWAY #25 WITH THE NORTH AND SOUTH MEDIAN LINE OF SECTION 3, TOWNSHIP 24 NORTH, RANGE 12 EAST, SHELBY COUNTY, ALABAMA, AND RUN SOUTH ON SAID MEDIAN LINE OF SAID SECTION 200 FEET FOR THE POINT OF BEGINNING OF THE LOT HEREBY CONVEYED; RUN THENCE IN EASTERLY DIRECTION, PARALLEL WITH SAID HIGHWAY 25 150 FEET; RUN THENCE SOUTH PARALLEL WITH THE NORTH AND SOUTH MEDIAN LINE OF SAID SECTION 100 FEET; RUN THENCE WESTERLY AND PARALLEL WITH SAID HIGHWAY 150 FEET TO THE NORTH AND SOUTH MEDIAN LINE OF SAID SECTION; RUN THENCE NORTH ON SAID MEDIAN LINE 100 FEET TO POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY AS CONVEYED FROM JAMES MICHAEL CAMPBELL, A SINGLE MAN TO PHILLIP R. THOMAS AND ADRIAN THOMAS, DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM, AS DESCRIBED IN DEED INSTRUMENT NO. 20181109000398590, DATED 11/05/2018, RECORDED 11/09/2018.

TAX ID #: 36 2 03 1 003 039.000

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 155 GARDNER ST, MONTEVALLO, AL 35115.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/03/2025 08:57:50 AM
\$220.70 PAYGE
20250403000099290

Allen S. Bayl