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

20250728000227980 1/7 \$41.00 Shelby Cnty Judge of Probate, AL 07/28/2025 10:49:15 AM FILED/CERT

Recording Requested By and Return To: REGIONS BANK DBA REGIONS MORTGAGE ATTENTION: LOSS MIT MOD DEPT - AX2

6200 POPLAR AVE. 4TH FL

**MEMPHIS, TN 38119** 

REM Carporation
731 Ruth Calle Ct
Hinsdale IL 60521

[Space Above This Line For Recording Data]

Original Recorded Date: July 22, 2020
Original Principal Amount: \$240,445.00

Modified Principal Amount: \$242,076.01

Modified Interest Bearing Amount: \$191,158.48

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate with Balloon)

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. HOWEVER, IF ANY SCHEDULED PAYMENT IS MORE THAN ONE AND ONE-HALF TIMES AS LARGE AS THE AVERAGE OF EARLIER SCHEDULED PAYMENTS, YOU WILL HAVE THE RIGHT TO REFINANCE THE AMOUNT OF THE BALLOON PAYMENT AT THE TIME IT IS DUE WITHOUT PENALTY. THE TERMS OF THE REFINANCE WILL NOT BE LESS FAVORABLE THAN THE TERMS OF THE ORIGINAL LOAN. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

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Investor Loan No: 4021097126

Loan No: 1899019050 MIN: 1000204-2000200213-1

This Loan Modification Agreement ("Agreement"), made this 9th day of May, 2025, between JASMINE B DARBY, whose address is 1009 FLYWAY VIEW LN, ALABASTER, AL 35007 ("Borrower") and REGIONS BANK as servicer for FANNIE MAE, whose address is 6200 POPLAR AVE 4TH FLOOR, MEMPHIS, TN 38119 ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated July 22, 2020 and recorded in INSTRUMENT NUMBER 20200722000307530, of the Official Records of the County Recorder's or Clerk's Office of the County 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

1009 FLYWAY VIEW LN, ALABASTER, AL 35007

LOAN MODIFICATION AGREEMENT--Single Family--Fannie Mae UNIFORM INSTRUMENT ALMD3179M

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(Property Address)

the real property described being set forth as follows:

## SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

Loan No: 1899019050



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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 May 1, 2025, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$242,076.01, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 2. \$50,917.53 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 \$191,158.48. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 3.125%, from May 1, 2025. Borrower promises to make monthly payments of principal and interest of U.S. \$698.16, beginning on the 1st day of June, 2025, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of 3.125% will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be May 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

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Loan No: 1899019050

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.
- 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

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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  $\Box$ .

(g) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

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MOMINO BYLANDA WALLED -Borrower

State of Alabama

[Seal]

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County of SHELBY COUNTY

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I, <u>Janetec Cruz</u>, a Notary Public, hereby certify that JASMINE BRIANNA DARBY 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 Mau

2025

Notary Public

Janette Cruz

(Printed Name)

My commission expires:

3/3/12027

JANETTE CRUZ
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 03-31-2027

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REGIONS BANK		
Lender		
	_(Seal)	20250728000227980 6/7 \$41 Shelby Cnty Judge of Proba
By: MICHAEL PATTEN,		07/28/2025 10:49:15 AM FIL
Title: VICE PRESIDENT		
6-4.25		•
Date of Lender's Signature	<del></del>	
State of MMULL	§	, ·
County of SAL BUNILAP	§	nty in said State, hereby certify
that MICHAEL PATTEN whose name as VICE PR	IN and for Said Coul	CIONS BANK a State
Chartered Bank, is signed to the foregoing convey		
me on this day that, being informed of the contents	′	
authority, executed the same voluntarily for and as		
Given under my hand this Line H	. 20	25
[Seal]	70	
	K / MX	MULLAR
DUN		Notary Public
QRATE OF	PAT	DUNLAP
STATE OF TENNESSEE		(Printed Name)
I NOTARY		
PUBLIC /	My commission ex	xpires:

LOAN MODIFICATION AGREEMENT--Single Family--Fannie Mae UNIFORM INSTRUMENT ALMD3179M

My Commission Expires July 28, 2027

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Exhibit A

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## Legal Description

Lot 109, according to the Survey of Mallard Landing, Phase I as recorded in Map Book 51, Page 64A, 64B, 64C, 64D, 64E, and 64F, in the Office of the Judge of Probate of Shelby County, Alabama.

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