

Shelby Cnty Judge of Probate, AL 10/02/2025 10:33:02 AM FILED/CERT



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 BANK DRA REGIONS MORTG

6200 POPLAR AVE ATH FI

Bun Corporation Downers Give It 60516

[Space Above This Line For Recording Data]

Original Recorded Date: September 29, 2004 Original Principal Amount: \$149,400.00

Modified Principal Amount: \$150,855.03 Modified Interest Bearing Amount: \$137,350.00

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.

Loan No: 0011139904

Investor Loan No: 1697178353 idustrand de wife

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This Loan Modification Agreement ("Agreement"), made this 8th day of August, 2025, between JASON P NEWELL AND WENDY W NEWELL, whose address is 124 PADDINGTON STATION, ALABASTER, AL 35007 ("Borrower") and REGIONS BANK as servicer for FANNIE MAE, whose address is 6200 POPLAR AVE 4TH FLOOR, MEMPHIS, TN 38119 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated September 28, 2004 and recorded in INSTRUMENT NUMBER 20040929000537880, 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

> 124 PADDINGTON STATION, ALABASTER, AL 35007 (Property Address)

LOAN MODIFICATION AGREEMENT--Single Family--Fannie Mae UNIFORM INSTRUMENT ALMD3179

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Loan No: 0011139904

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 exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1 As of August 1, 2025, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$150,855.03, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 2. \$13,505.03 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 \$137,350.00. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.375%, from August 1, 2025. Borrower promises to make monthly payments of principal and interest of U.S. \$606.48, beginning on the 1st day of September, 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 4.375% 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 August 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

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Loan No: 0011139904

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
- 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.
 - 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.
 - 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.

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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 .

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Loan No: 0011139904



(Seal) WENDY W NEWELL -Borrower JASON P NEWELL -Borrower State of Alabama County of SHELBY COUNTY a Notary Public, hereby certify that JASON P NEWELL and DOOKEN WENDY W NEWELL 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 Hugust 20th [Seal] Notary Public (Printed Name) My commission expires: : My Comm. Expires: Jan. 10, 2026

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Loan No: 0011139904

REGIONS BANK	•		
Lender			
M. 100	(Seal)		
By: MICHAEL PATTEN		- · · · · · · · · · · · · · · · · · · ·	
Title: VICE PRESIDENT			
9.2-25	•		
Date of Lender's Signature			
State of MMMALL	§		
County of Mellin	§		
that MICHAEL PATTEN whose name as VICE P	ublic in ar	nd for said County in said State, hereby on the REGIONS BANK, a State	ertify
Chartered Bank, is signed to the foregoing conv			efore
me on this day that, being informed of the content authority, executed the same yoluntarily for and a	its of the	conveyance, he, as such officer and with	ıfull
Given under my hand this Ministry		2025	-
[Seal]		falt ulas	
A DUN		Notary Pu	ublic
QP PS		ΈΡΔΤ ΠΙΝΙΙΛΟ	
STATE OF	-	(Pfinted Na	ıme)
TENNESSEE	My co	mmission expires:	
\ NOTARY \	iviy CO		
PUBLIC			
OF COUNTY			

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My Commission Expires July 28, 2027

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Exhibit A

Legal Description

Lot 183, according to the Survey of Cedar Grove at Sterling Gate Sector 2 Phase 7, as recorded in Map Book 31, page 147, in the Probate Office of Shelby County, Alabama.

The proceeds of this loan have been applied toward the purchase price of the herein described property.