

## **Cover Page**

**Recording Requested by:**

**Patrick Odimula**

**After Recording Return to:**

PHH Mortgage Corporation

Attention: Modification Processing

PO Box 24737

West Palm Beach, FL 33416-9838

APN: 235220006013000

**Document Title: Modification Agreement**

**Mortgagor (s): Shawn Maglothin**

**Lender: PHH Mortgage Corporation**

**Mortgage, Deed of Trust, or Security Deed (The "Security Instrument") dated  
03/09/2023 and recorded on 03/10/2023 in Instrument number 20230310000066840 at  
Shelby County, Alabama**



Account Number: 7184536451  
Investor Loan Number:  
Investor/Owner: Nations Direct Mortgage, LLC  
This document was prepared by PHH Mortgage Corporation

**After Recording Return To:**  
PHH Mortgage Corporation  
Attn: Modification Processing  
PO Box 24737  
West Palm Beach, FL 33416-9838

FHA Case No. 013-0200189

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

### MODIFICATION AGREEMENT

**Please note for HELOC accounts with active draw periods -  
Once the final modification is executed and updated in our system of record, any open HELOC draw period will be terminated  
and the account will be converted to a closed-end loan.**

The debtor(s), SHAWN MAGLOTHIN

Nations Direct Mortgage, LLC through the servicer of the underlying mortgage agreement, PHH Mortgage Corporation, have agreed to modify the terms of said underlying mortgage agreement. Nations Direct Mortgage, LLC is the owner of the mortgage and retains all rights to collect payments as per the underlying mortgage agreement. PHH Mortgage Corporation, remains servicer for said underlying mortgage agreement.

Borrower ("I"): SHAWN MAGLOTHIN

Lender/Servicer or Agent for Lender/Servicer ("Lender"): PHH Mortgage Corporation

Investor/Owner: Nations Direct Mortgage, LLC  
Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 03/09/2023



## REPRESENTATION OF PRINTED DOCUMENT

Account Number: 7184536451

Property Address ("Property"):

311 WYNLAKE CIR  
ALABASTER, AL 35007



If my representations in Section 1 continue to be true in all material respects, then this Modification Agreement ("Agreement") made this 15th day of May, 2025, will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, in the real property records of SHELBY County, AL. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 311 WYNLAKE CIR, ALABASTER, AL 35007 which real property is more particularly described as follows.

**(Legal Description – Attached as Exhibit if Recording Agreement)**

The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents". Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents

This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

- **My Representations.** I certify, represent to Lender and agree:
  - I am experiencing a financial hardship due to a disaster in my area.
  - I live in the Property as my principal residence, and the Property has not been condemned.
  - There has been no change in the ownership of the Property since I signed the Loan Documents.
  - I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for a modification of the Loan Documents)
  - Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct and
  - If Lender requires me to obtain credit counseling in connection with the Program, I will do so and
  - If I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents. Based on this representation, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.
- **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:
  - Time is of the essence under this Agreement.
  - If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents and
  - I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.
- **The Modification.** If my representations outlined herein continue to be true in all material respects and all preconditions to the modification have been met, the Loan Documents will automatically become modified on 06/01/2025 (the "Modification Effective Date") and where applicable, outstanding late charges, fees and penalties will be waived as allowed by the investor, once the Loan Modification is completed. The Loan Documents will be modified

## REPRESENTATION OF PRINTED DOCUMENT

and the first modified payment will be due on 07/01/2025.

- The new maturity date will be: 06/01/2055
- The current Unpaid Principal Balance is \$259,261.62. The New Principal Balance of the Note will be \$266,193.84 (the "New Principal Balance"). This includes the prior outstanding Unpaid Principal Balance (including but not limited to any previously capitalized amounts, under any prior loan modifications) and is increased by this modification only to include past due amounts which include principal, interest, and any applicable escrow amounts missed due to the recent disaster. All other terms outside of this Agreement remain unchanged by this Agreement. This Agreement supplements any applicable, prior Modification Agreement and does not replace any modified loan terms that are changed herein. Borrower understands that the terms listed below are the current terms which remain in effect under this Agreement.
- The New Principal Balance may represent the sum of the "Deferred Principal Balance" (if applicable), a "Partial Claim" (if applicable), the "Principal Forgiveness" (if applicable) and the "Interest Bearing Principal Balance." The Interest-Bearing Principal Balance is \$213,918.30. \$52,275.54 is the partial claim amount payable as a junior lien and I will not pay interest or make monthly payments on this amount. The loan terms related to the partial claim are outlined in a separate subordinate mortgage and promissory note. I understand that by agreeing to add the Unpaid Amounts to the Unpaid Principal Balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid interest that is added to the New Principal Balance, which would not happen without this Agreement.
- Interest at the rate of 6.75000% will begin to accrue on the Interest Bearing Principal Balance as of 06/01/2025 and the first new monthly payment on the Interest Bearing Principal will be due on 07/01/2025.

Borrower's payment schedule for the modified account is as follows:

Years	Interest Rate (%)	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
"1-Maturity"	6.75000%	06/01/2025	\$1,387.47	\$432.48, adjusts periodically	\$1,819.95, adjusts periodically	07/01/2025	360

\*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly. The escrow payment amounts shown are based on current data and represent a reasonable estimate of expenditures for future escrow obligations; however, escrow payments may be adjusted periodically in accordance with applicable law.

The above terms in this Section 3. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

- I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.
- I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Loan Documents by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the Maturity Date.

## REPRESENTATION OF PRINTED DOCUMENT

- **Additional Agreements.** I agree to the following:
  - That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement.
  - That this Agreement shall supersede the terms of any modification, forbearance, or Workout Plan that I previously entered into with Lender.
  - To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
  - Funds for Escrow Items. I will pay to the Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments the Lender requires to be escrowed. These items are called "Escrow Items". I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.D. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its right under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.D.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to me for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

## REPRESENTATION OF PRINTED DOCUMENT

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

- That this Agreement constitutes notice that the Servicer's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my Escrow Account.
- That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: 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 Mortgage. However, Lender shall not exercise this option if state or federal law, rules or regulations prohibits the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. Except as noted herein, this Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer or transferee of the Property.
- That, as of the Modification Effective Date, any provision in the Note, as amended for the assessment of a penalty for full or partial prepayment of the Note is null and void.
- That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in the first lien position and/or is fully enforceable upon modification and that if, under any circumstances and not withstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s), and/or subordination agreement(s), then the terms of this Agreement will not become effective on Modification Effective Date and the Agreement will be null and void.
- That I will execute 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 execution of this Agreement. I understand that either a corrected Agreement or letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification.
- In the event of a future default only, Borrower authorizes Lender, and Lender's successors and assigns, to share its contact information with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative. For purposes of this section, Third Parties are limited to HUD-certified housing counseling agencies or state or local government housing finance agencies.
- That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this section 4.N.

## REPRESENTATION OF PRINTED DOCUMENT

shall be referred to as "Documents". I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement. This Agreement may not be supplemented, changed, modified or omitted except by written document executed by both me and PHH Mortgage Corporation. This Modification constitutes the entire agreement between me and PHH Mortgage Corporation and, supersedes all previous negotiations and discussions between me, PHH Mortgage Corporation and/or PHH Mortgage Corporation predecessors in interest, and neither prior evidence nor any prior or other agreement shall be permitted to contradict or vary its terms. There are no promises, terms, conditions, or obligations other than those contained in this Agreement.



**BORROWER ACKNOWLEDGEMENT – MODIFICATION AGREEMENT**

**IMPORTANT – Do NOT sign this Agreement unless you are in the presence of a notary. If extenuating circumstances prevent one notary signature, separately signed and notarized agreements will be accepted; however, the agreements must be returned in the same package to PHH Mortgage Corporation.**



Each of the Borrower(s) and the Lender acknowledge that no representations, agreements or promises were made by the other party or any of its representatives other than those representations, agreements or promises specifically contained herein. This Agreement, and the Note and Security Instrument (as amended hereby) set forth the entire understanding between the parties. There are no unwritten agreements between the parties.

All individuals on the mortgage, note and the property title must sign this Agreement.

All signatures must exactly match the names that are printed in the Agreement, as well as the names on the recorded deed for the property.

5/27/25

Date

A large, stylized handwritten signature in black ink, appearing to read 'SHAWN MAGLOTHIN'.

SHAWN MAGLOTHIN

REPRESENTATION OF PRINTED DOCUMENT

State of Alabama

County of Jefferson

On this 27<sup>th</sup> day of May, 2025, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Shawn Maglothun



[ ] personally known to me [  ] or identified to my satisfaction through the following valid identification documentation : AL DL # 7045334 to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their free act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

Sioune R Hardwick  
Notary Public

My Commission Expires: 12/01/2025

Please ensure the Notary signature is legible and the seal/stamp is clear and visible and does not overlap any text or signatures. Also, remember the seal/stamp must include the commission number and expiration date if required in account holder(s) state.

REPRESENTATION OF PRINTED DOCUMENT

### LENDER ACKNOWLEDGEMENT

(For Lender's Signature Only)

Lender acknowledges that no representations, agreements or promises were made or any of its representations other than those representations, agreements or promises specifically contained herein. This Agreement, and the Note and Security Instrument (as amended hereby) set forth the entire understanding between the parties. There are no unwritten agreements between the parties.



PHH Mortgage Corporation

*SS*

~~Servicing Operations Specialist~~

**Assistant Secretary**

Patrick Odimula

9-4-2025

Date

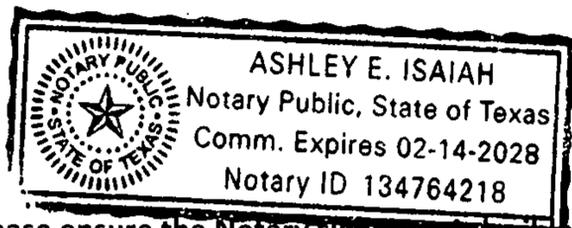
State of TEXAS

County of DALLAS

On this 4th day of 2025 09, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Patrick Odimula

personally known to me or  identified to my satisfaction through the following valid identification documentation: Patrick Odimula, to be the person(s) who executed the within instrument as ~~Patrick~~ Assistant Secretary of PHH Mortgage Corporation., said instrument is their free act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.



*Ashley E. Isaiiah*

Notary Public

My Commission Expires: 02/14/2028

Please ensure the Notary signature is legible and the seal/stamp is clear and visible and does not overlap any text or signatures. Also, remember the seal/stamp must include the commission number and expiration date if required in accountholder(s) state.

**EXHIBIT A****DESCRIPTION OF REAL PROPERTY**

The Land referred to herein below is situated in the County of Shelby, State of Alabama and is described as follows:

A parcel of land situated in the Southeast 1/4 of Section 22, Township 21 South, Range 3 West, and in the Northeast 1/4 of Section 27, Township 21 South, Range 3 West, being more particularly described as follows:

Begin at a 2 inch open pipe found being located at the Northeast corner of Section 27, Township 21 South , Range 3 West, Shelby County, Alabama; thence run South 01 degrees 52 minutes 53 seconds West (bearing basis is Wynlake Sector 5 as recorded in Map Book 40, Page 125 in the Probate Office of Shelby County, Alabama) in a Southerly direction along the East line of said Section 27 for a distance of 66.56 feet to a capped rebar found stamped "LO Weygand 10373"; thence run North 56 degrees 05 minutes 38 seconds West leaving the East line of said Section 27 for a distance of 96.79 feet to a point; thence run North 74 degrees 03 minutes 55 seconds West for a distance of 100.00 feet to a point lying on the Easterly right of way of Wynlake Drive as recorded in Wynlake Phase 4B as recorded in Map Book 22, Page 63 in the aforesaid Probate Court of Shelby County; thence run North 81 degrees 38 minutes 37 seconds West for a distance of 60.66 feet to a point lying on the Westerly right of way of Wynlake Drive and being the Easterly most corner of Lot 171 of Wynlake Phase 4B; Continuing along the Northerly line of Wynlake Phase 4B for the next 7 calls thence run North 73 degrees 01 minutes 21 seconds West for a distance of 120.00 feet to a point; thence run South 38 degrees 11 minutes 58 seconds West for a distance of 114.06 feet to a point; thence run South 79 degrees 10 minutes 03 seconds West for a distance of 57.04 feet to a point; thence run North 86 degrees 39 minutes 19 seconds West for a distance of 358.87 feet to a point; thence run North 88 degrees 30 minutes 30 seconds West for a distance of 20.04 feet to a point; thence run North 87 degrees 27 minutes 53 seconds West for a distance of 223.12 feet to a point; thence run North 58 degrees 59 minutes 20 seconds West for a distance of 223.82 feet to a point lying at the Northeast corner of Lot 186A Wynlakes Phase 4A as recorded in Map Book 24, Page 100 in the aforesaid Probate Court of Shelby County; Continuing along the Easterly line of Wynlake Phase 4A for the next 5 calls thence run North 39 degrees 03 minutes 11 seconds west for a distance 0of 219.11 feet to a illegible capped rebar found,; thence run North 16 degrees 57 minutes 53 seconds West for a distance of 142.86 feet to a 1/2 inch rebar found; thence run North 09 degrees 55 minutes 23 seconds West for a distance of 160.00 feet to a capped rebar set stamped "CARR 00010LS"; thence run North 03 degrees 50 minutes 12 seconds East for a distance of 89.47 feet to a capped rebar found stamped "RYS CA 0237LS"; thence run North 78 degrees 55 minutes 20 seconds West for a distance of 130.00 feet to a illegible capped rebar found lying on the Easterly right of way of Wynlake Drive of Wynlake Phase II as recorded in Map Book 20, Page 12 in the aforesaid Probate Court of Shelby County; thence run North 11 degrees 04 minutes 40 seconds East along said right of way a distance of 129.97 feet to a illegible capped rebar found lying on the beginning of a curve to the right concave Southeasterly having a radius of 266.51 feet, a central angle of 68 degrees 00 minutes 12 seconds, a chord bearing of North 45 degrees 04 minutes 46 seconds East, a chord length of 298.07 feet, an arc distance of 316.32 feet to a capped rebar set stamped "CARR 00010LS"; thence continue tangent to last described curve and along said right of way run North 79 degrees 04 minutes 52 seconds East for a distance of 95.76 feet to a capped rebar set stamped "CARR 00010LS"; thence run North 10 degrees 55 minutes 08 seconds West a distance of 60.00 feet to a capped rebar set stamped "CARR 00010LS", lying at the beginning of a curve to the right concave Northeasterly having a radius of 15 feet, a central angle of 98 degrees 00 minutes 15 seconds, a chord bearing of North 51 degrees 55 minutes 18 seconds West, a chord length of 22.64 feet, an arc distance of 25.66 feet to a capped rebar set stamped "CARR 00010LS" lying on the Easterly right of way of Wynlake Way of Wynlake Phase I as recorded in Map Book 19, Page 156 in the aforesaid Probate Court of Shelby County; thence continue tangent to last described curve and along said right of way run North 02 degrees 55 minutes 11 seconds West a distance of 143.29 feet to a capped rebar set stamped "CARR 00010LS"; thence run North 24 degrees 19 minutes 38 seconds East a distance of 91.93 feet to a capped rebar set stamped "CARR 00010LS " ; thence run 09 degrees 45 minutes 12 seconds West a distance of 164.99 feet to a capped rebar set stamped "CARR 00010LS" lying at the beginning of a curve to the right, concave Southeasterly having a radius of 15.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, a chord bearing of North 35 degrees 14 minutes 48 seconds East, a chord length of 21.21 feet, an arc distance of 23.56 feet to a capped rebar set stamped "CARR 00010LS", said point being on the Southerly right of way of Shelby County Highway #80; thence run North 80 degrees 14 minutes 47 seconds East along said right of way run a distance of 186.02 feet to a point lying at the beginning of a curve to the left, concave Northerly having a radius of 766.32 feet, a central angle of 00 degrees 57 minutes 36 seconds, a chord bearing of North 79 degrees 45 minutes 59 seconds East, a chord length of 12.84 feet, an arc distance of 12.84 feet to a capped rebar set stamped "CARR 00010LS", thence continue tangent to last described curve run North 79 degrees

17 minutes 11 seconds East along said right of way run a distance of 289.55 feet to a capped rebar found stamped "LO Weygand 10373"; said point being the beginning of a curve to the left, concave Northerly, having a radius of 4627.74 feet, a central angle of 02 degrees 45 minutes 23 seconds, a chord bearing of North 77 degrees 54 minutes 30 seconds East, a chord length of 222.62 feet, an arc distance of 222.64 feet to a capped rebar set stamped "CARR 00010LS"; thence continue tangent to last described curve and along said right of way run North 76 degrees 31 minutes 48 seconds East for a distance of 289.44 feet to a capped rebar set stamped "CARR 00010LS" lying at the Northwest corner of Lot 263 Wynlake Sector 5 as recorded in Map Book 40, Page 125 in the aforesaid Probate Court of Shelby County; thence run South 13 degrees 33 minutes 05 seconds East along the Westerly line of said Lot 263 for a distance of 150.24 feet to a capped rebar found stamped "SMW LS 19753" lying at the Southwest corner of Lot 263 and being on the Northerly right of way of Birchwood Lane; thence run South 47 degrees 02 minutes 46 seconds East for a distance of 71.46 feet to a 5/8 inch rebar found lying at the Southerly right of way of Birchwood Lane and being the Northwest corner of Lot 261; thence run South 00 degrees 24 minutes 42 seconds West along the Westerly line of said Wynlake Sector 5 for a distance of 976.50 feet to a capped rebar found stamped "SMW LS 19753" lying at the Southwest corner of Lot 252 of said Wynlake Sector 5; thence run South 63 degrees 37 minutes 38 seconds East for a distance of 58.20 feet to a capped rebar found stamped "R&G CA 114LS"; thence run South 86 degrees 02 minutes 56 seconds East for a distance of 72.82 feet to a capped rebar found stamped "R&G CA 114LS" lying at the Southeast corner of said Lot 252 and being on the Westerly right of way of North Wynlake Drive; thence run South 75 degrees 20 minutes 35 seconds East for a distance of 61.90 feet to a cross cut found in a power box lying at the Southwest corner of Lot 209 of said Wynlake Sector 5 and being on the Easterly right of way of North Wynlake Drive; thence run South 89 degrees 35 minutes 18 seconds East for a distance of 128.83 feet to a capped rebar found stamped "SMW LS 19753" lying at the Southeast corner of said Lot 209 and being on the East line of said Section 22; thence run South 00 degrees 30 minutes 51 seconds West a distance of 508.16 feet to the point of beginning.

**Less and Except:**

Lot 23 according to the Plat of Wynlake, Sector 6, Phase 1 in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama.

Lot 12, according to the Plat of Wynlake, Sector 6, Phase 1 in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama

Lot 14, of the Plat of Wynlake, Sector 6, Phase 1 in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama.

Lot 21, according to map or plat of Wynlake Sector 6 Phase 1, as recorded in Map Book 58, Page 36 in the Probate Office of Shelby County, Alabama.

Lot 15 of the Plat of Wynlake, Sector 6, Phase 1 as recorded in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama.

Lot 13 of the Plat of Wynlake, Sector 6, Phase 1 in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama.

Lot 22 according to the Plat of Wynlake, Sector 6, Phase 1 in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama.

Lot 27, according to the Plat of Wynlake, Sector 6, Phase 1 in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama.

Lot 29, according to the Plat of Wynlake Sector 6, Phase 1, as recorded in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama

Lot 16 according to the Plat of Wynlake, Sector 6, Phase 1 in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama.

Lot 26, according to the Plat of Wynlake, Sector 6, Phase 1 in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama

Lot 28 according to the Plat of Wynlake, Sector 6, Phase 1 in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama.

Lot 9 according to the Plat of Wynlake, Sector 6, Phase 1 in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama

Lot 25, according to the Plat of Wynlake, Sector 6, Phase 1 in Map Book 58, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
03/11/2026 12:50:23 PM  
\$457.30 KELSEY  
20260311000071380

*Allie S. Bayl*