



2019004722

MODIFICATION OF MORTGAGE

RECORDING FEES	\$10.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00

PRESENTED & RECORDED: 07-22-2019 02:05:10 PM

BK: RB 2762DEBORAH H. GUSLER
REGISTER OF DEEDS
COLLETON COUNTY, SC**PG: 106 - 109**ORION FINANCIAL GROUP INC
2860 EXCHANGE BLVD STE 100
SOUTH LAKE TX 76092

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LOAN MODIFICATION AGREEMENT

After Recording, Return To:

Orion Financial Group, Inc.

2860 Exchange Blvd, Suite 100

Southlake, TX 76092

This document was prepared by: NaTasha Williams

(Providing for Fixed Interest Rate)

GNMA#218577980

VA Case #:46-16470588-703

Servicer Loan #404000121

Orion Financial Group Inc.



MILLEN, DONALD

18082735

MIN# 1006269-7030667000-7

MERS#: 1-888-679-6377

CAPITALMORTGAGE/LOANMODS

This Loan Modification Agreement("Agreement"), made this 3rd Day of April 2019, between Donald Millen ("Borrower") and SIWELL, INC., DBA CAPITAL MORTGAGE SERVICES OF TEXAS ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed(the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated June 20, 2016 and recorded by Security Instrument, and (2) the Note bearing the same date as, and secured by, the Security instrument, 20160063864 which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 9983 Lowcountry Hwy, Ruffin, SC 29475 the real property described being set forth as follows:

ALL THAT CERTAIN TRACT OF LAND LYING AND BEING NEAR SNIDER'S CROSSROADS, COLLETON COUNTY, SOUTH CAROLINA, CONTAINING APPROXIMATELY 26.6 ACRES, MORE OR LESS, BEING BOUNDED NOW OR FORMERLY AS FOLLOWS: ON THE NORTHWEST BY LANDS NOW OR FORMERLY OF MARGARET R. GUERCIO; ON THE EAST BY U.S. HIGHWAY 21 AND LOT RERSERVED BY DANA S. O'QUINN AND BY LANDS OF WINONA DUNN; AND ON THE SOUTH BY LOT RESERVED BY DANA S. O'QUINN, BY LOT NOW OR FORMELY OF ROBERT L. MARTIN, ET AL AND BY LANDS NOW OR FORMERLY OF WESTVACO.

LESS AND EXCEPTING: ALL THAT CERTAIN PIECE, PARCEL ORF LOT OF LAND, TOGETHER WITH BUILDINGS AND IMPROVEMENTS THEREON, SITUATE, LYING AND BEING ON LOWCOUNTY HIGHWAY (US ROUTE 21), IN THE COUNTY OF COLLETON, STATE OF SOUTH CAROLINA, CONTAINING 2.20 ACRES, MORE OR LESS, AS SHOWN ON A PLAT ENTITLED "BOUNDARY SURVEY AS REQUESTED BY- BILLY AND WINONA DUNN- COLLETON COUNTY-SOUTH CAROLINA" PREPARED BY JAMES C. ULMER, PLS #16495, DATED JULY 23, 2009, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR COLLETON COUNTY IN PLAT BOOK 36 AT PAGE 283. FOR A MORE COMPLETE DESCRIPTION, REFERENCE MAY BE HAD TO SAID PLAT. SAID PROPERTY HAVING BEEN PREVIOUSLY CONVETED TO WINONA A. DUNN BY DEED OF CYNTHIA A. ENGELKE RECORDED IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR COLLETON COUNTY IN RECORD BOOK 2260, PAGE 73.

ALSO LESS AND EXCEPTING: ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, TOGETHER WITH BUILDINGS AND IMPROVEMENTS THEREON, SITUATE, LYING AND BEING ON LOWCOUNTRY HIGHWAY (US ROUTE 21), IN THE COUNTY OF COLLETON, STATE OF SOUTH CAROLINA, CONTAINING 2.29 ACRES, MORE OR LESS, AS SHOWN ON A PLAT ENTITLED ' BOUNDARY SURVEY AS REQUESTED BY-BILLY AND WINONA DUNN- COLLETON COUNTY-SOUTH CAROLINA" PREPARED BY JAMES C. ULMER, PLS# 16495, DATED JULY 23, 2009, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR COLLETON COUNTY IN PLAT BOOK 36 AT PAGE 283. FOR A MORE

COMPLETE DESCRIPTION, REFERENCE MAY BE HAD TO SAID PLAT. SAID PROPERTY HAVING BEEN RESERVED BY DANA S. O'QUINN IN DEED FROM DANA S. O'QUINN TO ELLIOTT LUCAS SMOAK RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR COLLETON COUNTY IN DEED BOOK 497, AT PAGE 76.

THIS BEING THE SAME PROPERTY CONVEYED TO DONALD C. MILLEN AND MICHELE L. MILLEN BY DEED OF CYNTHIA ANNE BOSS ENGELKE AKA CYNTHIA JUNE 14, 2016 AND RECORDED JUNE 20, 2016 IN THE OFFICE OF DEEDS OF COLLETON COUNTY IN RECORD BOOK 2436 AT PAGE 154

TMS# 203-00-00-029

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):

As of 05/01/2019, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$127,871.86 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender, Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.750% from 04/01/2019. Borrower promises to make monthly payments of principal and interest of U.S.\$667.04, plus an escrow payment of \$292.32, escrow payment may adjust periodically, for a total monthly payment of \$959.36 beginning on the 1st day of May 2019, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.750% will remain in effect until principal and interest are paid in full. If on **04/01/2049** (the "Maturity Date"), any unpaid amounts remain the Borrower shall pay these amounts in full on the Maturity Date.

3. In all or any part of the Property or any interest in its 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 this Security Instrument.

If the lender exercises this option, the Lender shall give the Borrower notice of acceleration. The Notice shall provide a period or not less than 30 days from the day the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the 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 the Security Instrument (if any) providing for, implementing or relating to, any change or adjustment in the rate of interest payable under the Note, including where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and Paragraph A.1 of the Timely Payment Rewards Rider. By executing this agreement, Borrower waives any Timely Payment Rewards rate reduction to which borrower may have otherwise being entitled: and

b) all terms and provisions of any Adjustable Rate Rider or Timely Payment Rewards Rider, where applicable, or other instrument or document that it is affixed to, wholly or partially incorporate 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.

5. Borrower understands and agrees that:

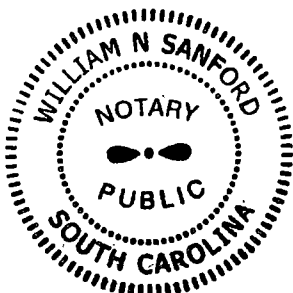
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to the default in the making of payments under the Security Instruments shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instruments 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 Instruments shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminished, or affect any of the Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise there under 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) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instruments.
- (d) 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.
- (e) All cost and expenses incurred by Lenders in connection with this Agreement, including recording fees, title examination, and other attorney's fees shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (f) 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.

Donald Millen (Seal)
Donald Millen

State of SC

County of Hampton

I certify that on this 16 day of April, 2019, **Donald Millen**, personally came before me, a Notary Public and acknowledged under oath, to my satisfaction, that he/she is named in and personally signed this document; and delivered this document as his/her act and deed.



Adriana Howard
WITNESS

Stephanie Gates
WITNESS

William N. Sanford
William N. Sanford, Notary Public State of
SC, County of Hampton
My commission expires: May 17, 2026
Acting in the County of Hampton

[Space Below This Line Designated for Acknowledgement]

In Witness Whereof, the Lender and I have executed this Agreement

Lender: Siwell Inc. Dba Capital Mortgage Services of Texas

By: 

Royce Clay Lewis IV V.P.

4/29/19

Date

State of Texas

County of Lubbock

The foregoing instrument was acknowledged before me this 29 day of APRIL
20 19 by Royce Clay Lewis IV V.P.

Elizabeth Amaya
Elizabeth Amaya

Notary public State of TEXAS

County of LUBBOCK

My commission expires 6/19/22

Acting in the County of LUBBOCK

