

Return To:
USAMERIBANK
POST OFFICE BOX 17540
CLEARWATER, FLORIDA 33762

Loan Number: 401813400

CONSTRUCTION LOAN MODIFICATION AGREEMENT

(Providing for Extension of Construction Term)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS ANY INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

This Construction Loan Modification Agreement ("Agreement"), made this **23rd** day of **OCTOBER, 2015**, but to be effective **October 30, 2015** between **KERRY LANETTE PARSONS AND MICHAEL NEAL PARSONS, WIFE AND HUSBAND** ("Borrower"), and **USAMERIBANK** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **OCTOBER 31, 2014** and recorded in/under **INSTRUMENT #20141105000349410, OFFICIAL RECORDS** of **SHELBY County, Alabama**, and (2) the Promissory Note (the "Note") in the amount of **\$292,810.00** 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 **120 OAK BROOK LN, HELENA, ALABAMA 35080**, the real property described being set forth as follows:


LOTS 16 AND 17, ACCORDING TO THE SURVEY OF OAK BROOK SUBDIVISION, AS RECORDED IN MAP BOOK 35, PAGE 106, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note, Security Instrument or Modification):

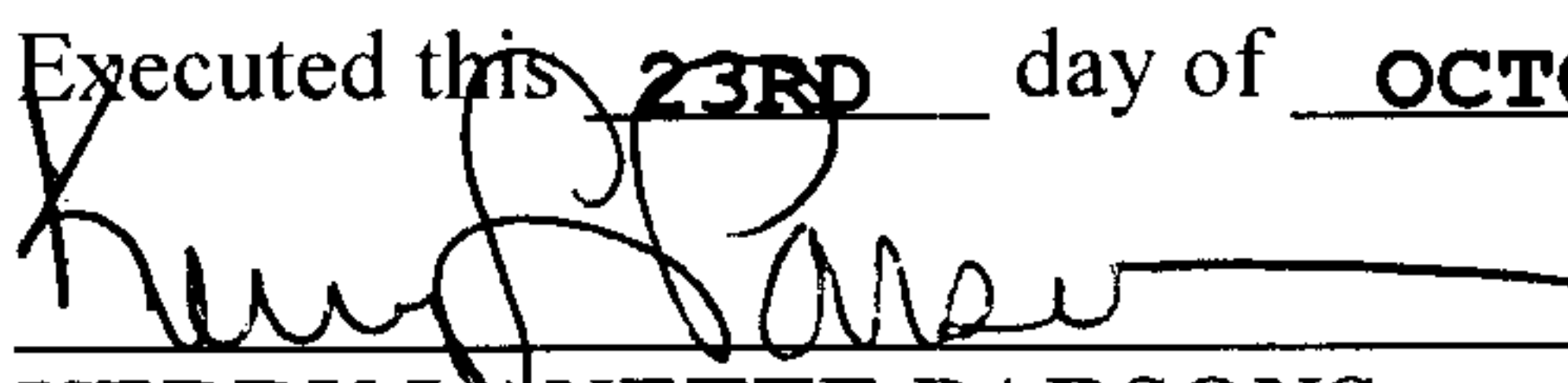
1. As of **OCTOBER 23, 2015**, the amount payable under the Note and the Security Instrument is U.S. **\$292,810.00** (this amount is called "Principal"), plus interest.

The Original Construction Period was for a term of **12** months and scheduled for a Completion Date of **OCTOBER 30, 2015**. Borrower and Lender hereby agree to extend the Construction Period for an additional **3** months to end on **JANUARY 30, 2016**, unless Lender in its sole discretion extends that date. Borrower promises to pay Lender interest payments on the outstanding principal balance of funds withdrawn from the construction account as agreed to in the original Note.

2. At the end of the extended construction period, the Borrower promises to make monthly payments of principal and interest of U.S. **\$1,429.55** beginning on the **1ST** day of **MARCH, 2016** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.
3. If on **NOVEMBER 1, 2044** (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
4. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.


20151102000379980 2/4 \$24.00
Shelby Cnty Judge of Probate, AL
11/02/2015 11:51:46 AM FILED/CERT

Executed this 23RD day of OCTOBER, 2015

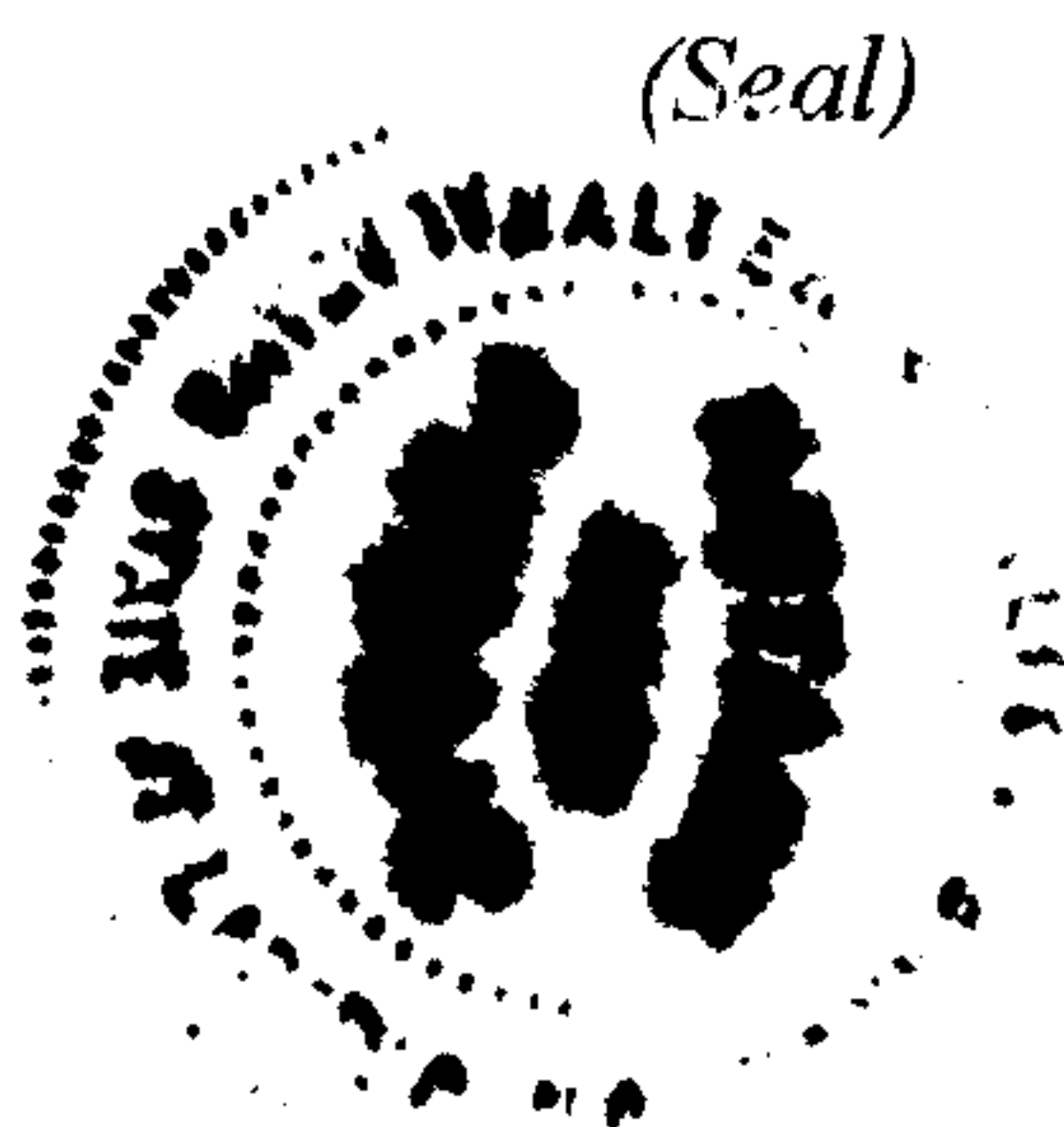

KERRY LANETTE PARSONS

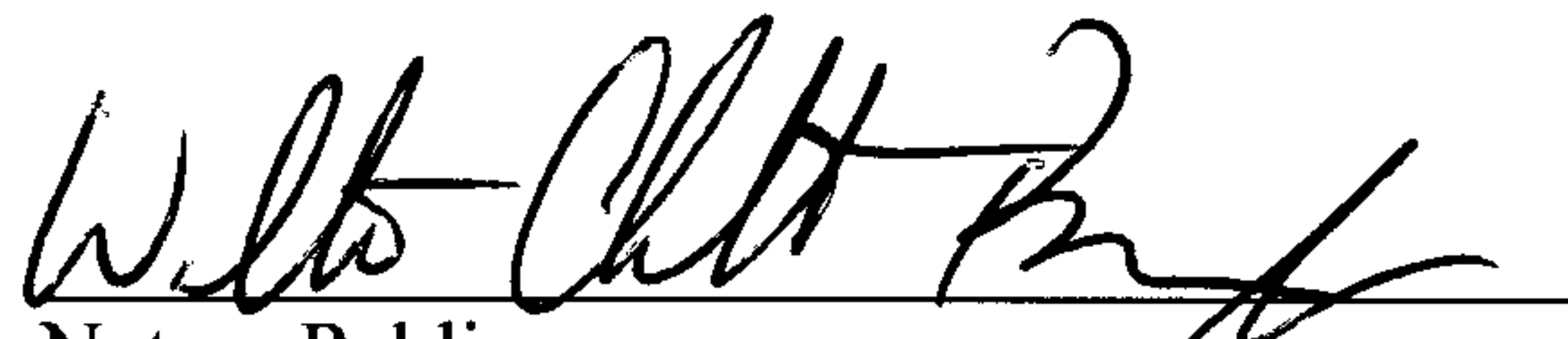

MICHAEL NEAL PARSONS

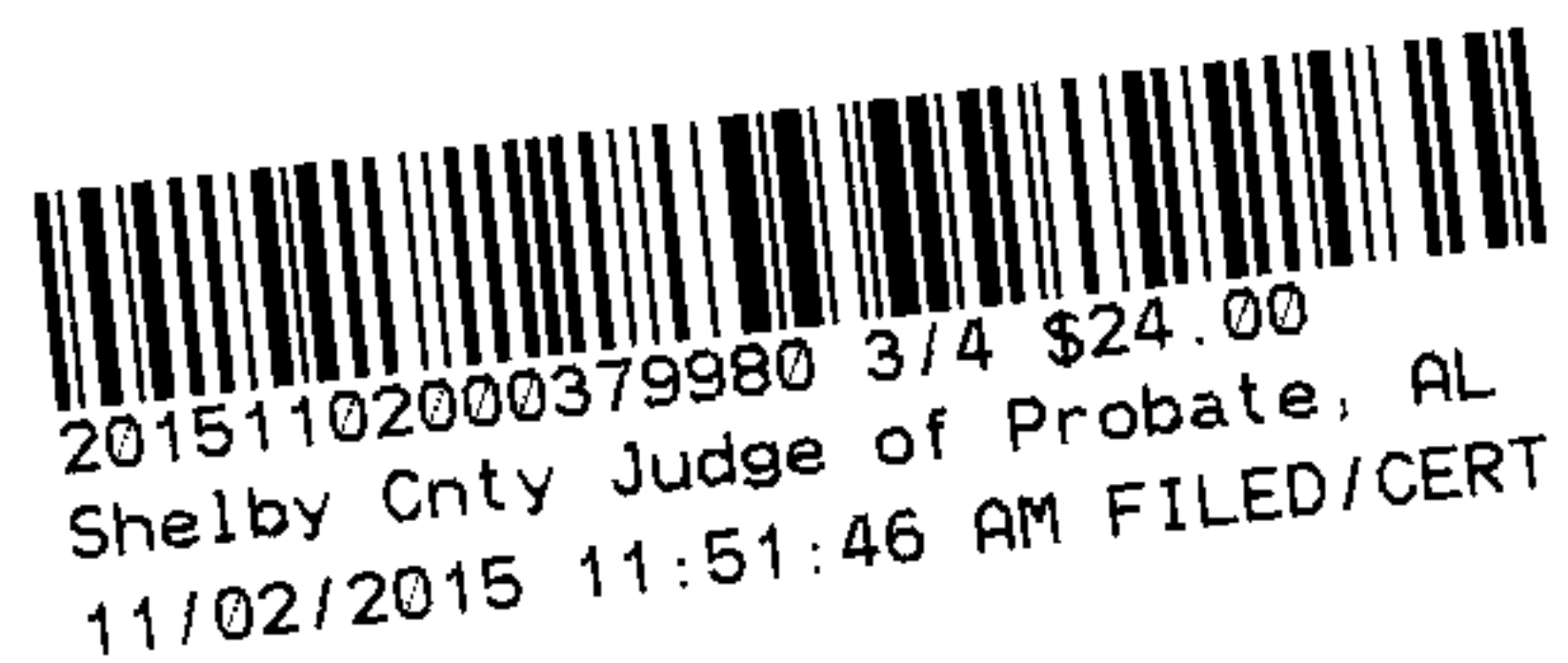
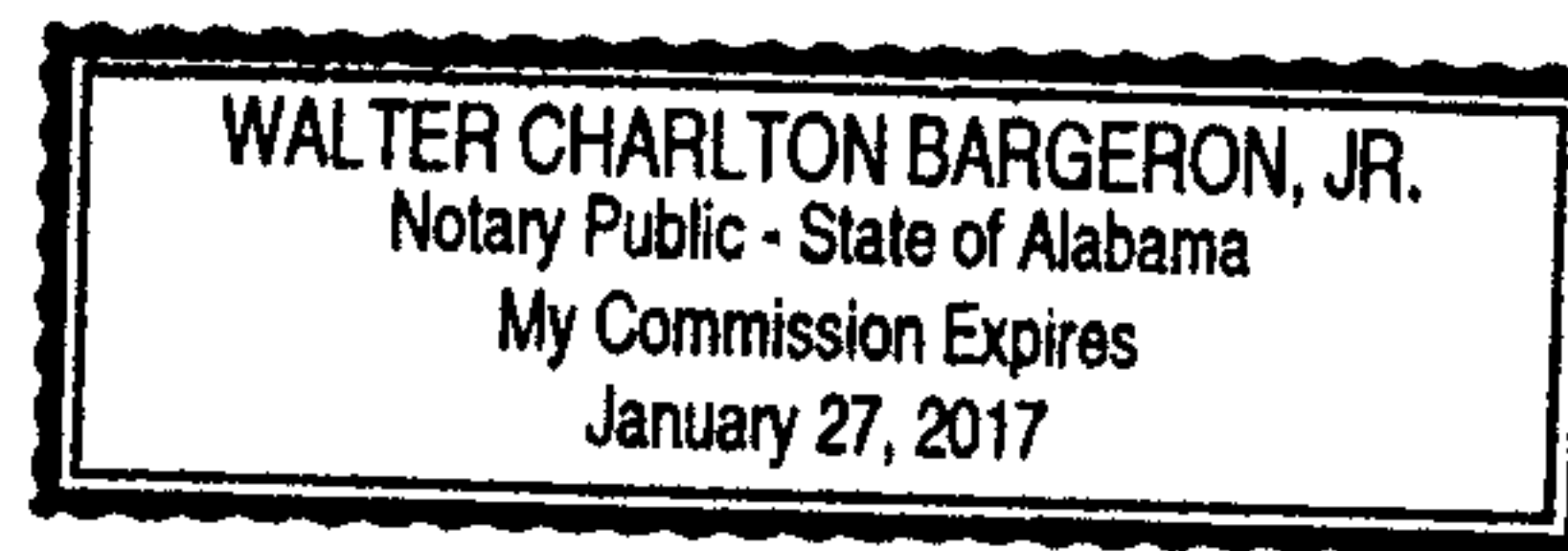
STATE OF ALABAMA §
County of JEFFERSON §

Before me, the undersigned, on this day personally appeared **KERRY LANETTE PARSONS AND MICHAEL NEAL PARSONS**, known to me (or proved to me on the oath of _____ or through _____) to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

Given under my hand and seal of office this 23RD day of OCTOBER, 2015.




Notary Public



Executed this 23RD day of OCTOBER, 2015

USAMERIBANK

By: *Annette VonDeylen*

Printed Name: **ANNETTE VONDEYLEN**

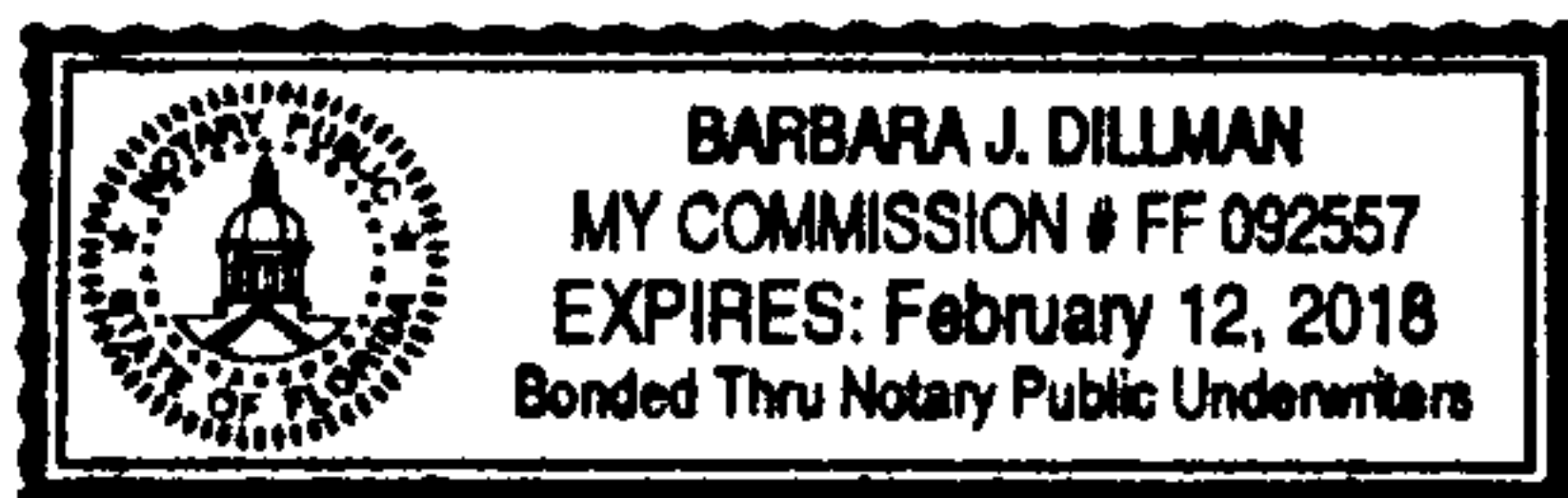
Title: **SR. VICE PRESIDENT**

STATE OF **FLORIDA** §
County of **PINELLAS** §

Before me, the undersigned, on this day personally appeared **ANNETTE VONDEYLEN**, **SR. VICE PRESIDENT** of **USAMERIBANK**, known to me (or proved to me on the oath of _____ or through _____) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.


Given under my hand and seal of office this **23RD** day of **OCTOBER**, 2015.

(Seal)



Barbara J. Dillman
Notary Public

LOAN ORIGATION ORGANIZATION: USAMERIBANK
NMLS ID: 456668
LOAN ORIGINATOR: CHARLTON BARGERON
NMLS ID: 188649


20151102000379980 4/4 \$24.00
Shelby Cnty Judge of Probate, AL
11/02/2015 11:51:46 AM FILED/CERT