

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

This instrument was prepared by:
Katie Price
Greater Birmingham Habitat for
Humanity, Inc.
PO Box 540
Fairfield, AL 35064

MODIFICATION AGREEMENT

This Modification Agreement is made and entered into this 3rd day of July, 2018 by and between LaTonya Perkins, (hereinafter referred to as "Borrower") and Greater Birmingham Habitat for Humanity, Inc. (hereinafter referred to as "Lender") for the property located at 316 Creek Run Circle, Calera, Alabama 35040.

WITNESSETH

WHEREAS, Borrower executed an adjustable rate note (the "Note") in favor of the Lender dated March 27, 2014, in the original principal amount of \$112,946.05; and

WHEREAS, Borrower executed a mortgage, deed of trust or security deed (the "Security Instrument") dated March 27, 2014, in favor of the Lender securing the indebtedness herein by referenced Note with a parcel of land described on Exhibit "A" attached hereto and incorporated therein by referenced and being more particularly described in said Security Instrument; and

WHEREAS, the above referenced Security Instrument was recorded as instrument number 20140415000109050, of Shelby County, Alabama, recorded on 04/15/2014; and

WHEREAS, the parties now desire to amend and modify the Note and the Security instrument to provide for changes in the terms;

NOW THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is herein acknowledged, the parties do herein agree to the modification of the Note and Security instrument as herein set forth:

1.

The Note is herein amended and modified as follows: (appropriate boxes are marked)

- ☒ Paragraph 3(A) of the Note is herein amended to provide that the monthly payments will begin August 1, 2018, and the maturity date will be August 1, 2040.
- ☒ Effective as of this date, Derrick Taylor is removed as a borrower.


2.

The Security Instrument is herein amended and modified as follows:

- ☒ Effective as of this date, the unpaid principal balance is \$77,467.69 and the new maturity date shall be August 1, 2040.
- ☒ Effective as of this date, Derrick Taylor is removed as a borrower.

3.

All other terms and provision of the Note and the Security Instrument not herein specifically amended and modified shall remain in full force and effect as originally set forth in the respective documents. Nothing contained herein shall be understood or construed to be a satisfaction or release in whole or in part of the Note or Security Instrument.


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Shelby Cnty Judge of Probate, AL
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4.

Borrower herein represents and warrants that it is not in default under the terms of the Note or the Security Instrument, and further that it knows of no event that has occurred which, but for the passage of time, would constitute an event of default under the terms of the Note or the Security Instrument.

5.

☒ There are no intangible taxes due upon the recording of this Modification Agreement because the intangible tax was paid at the time of the recording of the Security Instrument and the amount of the underlying indebtedness has not increased.

In witness whereof, the undersigned Borrower has hereunto set their hands and affixed their seals as of the day and year first above written.

AS TO BORROWER:

Signed, sealed and delivered in the presence of:

BORROWER

Kate Prie
Witness

LaTonya Perkins (Seal)
LaTonya Perkins

In witness whereof, the undersigned Lender has hereunto set their hands and affixed their seals as of the day and year first above written.

AS TO LENDER:

Signed, sealed and delivered in the presence of:

LENDER

Kate Prie
Witness

By: Patricia Burch (Seal)
Patricia Burch
Title: Executive Director

ACKNOWLEDGEMENT AS TO BORROWER

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that LaTonya Perkins whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance she executed the same voluntarily on the day the same bears date.


Given under my hand and official seal this 3rd day of July, 2018

Patricia A. Williams
Notary Public:
My Commission Expires: 2/4/21

ACKNOWLEDGEMENT AS TO LENDER

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Patricia Burch as Executive Director of Greater Birmingham Habitat for Humanity, Inc whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance she executed the same voluntarily and with full authority as Executive Director on the day the same bears date.


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Given under my hand and official seal this 3rd day of July, 2018.

Patricia A. Williams

Notary Public:

My Commission Expires: 2/2/21



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Property Description

Lot 129, according to the Survey of Final Plat Shiloh Creek One Plat II, as recorded in Map Book 42, Page 43, in the Probate Office of Shelby County, Alabama which has the address of 316 Creek Run Circle, Calera, AL 35040.

