

After recording please return to:
MSV

Attn: Attn: Tom Dungee
210 East Redwood Street, Suite 200

Baltimore, MD 21202

Prepared by William H. Peirson,
Peirson & Patterson, 4400 Alpha
Road, Dallas, TX 75244-4505.

F.A.E.L.S.
Order # 1255136

Freddie Mac Loan #: 614221552
Loan #: 0968035

FATCO # 67498

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED.

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective
between Cynthia Odgers and Joe Odgers

January 1, 1999

("Borrower") and

North American Mortgage Company

"Note") made by the Borrower, dated
of U.S. \$ 68,200.00

("Lender"), and amends and supplements (1) the Note (the
April 12, 1993, in the original principal sum
, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the

Initials: CEO

FREDDIE MAC LOAN MODIFICATION AGREEMENT Page 1 of 4
US00 - 08/97

LMMAMU1 11/98

Inst # 1999-08160

02/26/1999-08160
02:57 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 CRH 125.35

Freddie Mac Loan #: 614221552
Loan #: 0968035

"Security Instrument"), recorded on April 22, 1993 as Document No.
1993-11145 , Official

Records of Shelby County, Alabama
[County and State, or other jurisdiction]. The Security Instrument, which was entered into as security for the
performance of the Note, encumbers the real and personal property described in the Security Instrument (and
defined in the Security Instrument as the "Property"), which is located at 308 Pitts Drive,
Columbiana, AL 35051

That real property is described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA,
TO-WIT:

LOT 15, ACCORDING TO BRIARWOOD SUBDIVISION, FIRST SECTOR BY MAP RECORDED IN
MAP BOOK 5 PAGE 23, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING
SITUATED IN SHELBY COUNTY, ALABAMA.

PERMANENT PARCEL NUMBER: 21-7-25-3-001-006-000

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The
Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration
of the agreements made in this Modification, and other good and valuable consideration which the parties
agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security
Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and
replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower ☒ is, ☐ is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has
incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to
protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs
and expenses, in the total amount of \$ 0.00 , have been added to the indebtedness
under the terms of the Note and Security Instrument. As of January 1, 1999 ,
the amount, including such amounts which have been added to the indebtedness (if any), payable
under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 62,841.23 .

Initials: CE JD

Freddie Mac Loan #: 614221552
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3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.500 %, beginning January 1 1999 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 582.55 , beginning on the 1st day of February , 1999 , and continuing thereafter on the same day of each succeeding month. If on January 1, 2014 , (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at North American Mortgage Company, 231 East Avenue, Suite 200, Albion, NY 14411
or at such place as the Lender may require.
4. If at any time the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of 7.500 % beginning on an effective date stated in the notice. That date will be at least 30 days after the date on which the notice is delivered or mailed to the Borrower. If the Borrower defaults, the Lender may, at its election, require the Borrower to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note and Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower acknowledges that the increased rate of interest will only be charged if the Borrower does not meet its obligations under the Note and Security Instrument, as modified by this Modification.
5. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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.
6. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

Initials: CDD

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7. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)]

☐ 1-4 Family Rider - Assignment of Rents

☒ Modification Due on Transfer Rider

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

1-7-98
Date

1-7-98
Date

Date

Date

1-19-99
Date

Cynthia Odgers (Seal)
Cynthia Odgers - Borrower

Joe Odgers (Seal)
Joe Odgers - Borrower

(Seal)
- Borrower

(Seal)
- Borrower

North American Mortgage Company

- Lender

By: James E. M. Koley, Asst. Vice Pres

[See Attached Acknowledgment(s)]

MODIFICATION DUE ON TRANSFER RIDER

Loan No.: 0968035

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st day of January, 1999, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Cynthia Odgers and Joe Odgers

(the "Borrower") and North American Mortgage Company

(the "Lender") covering the Property described in the Loan Modification Agreement located at:

308 Pitts Drive, Columbiana, AL 35051

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, as its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

Initials: 

B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

1-7-98
Date

Cynthia Odgers (Seal)
Cynthia Odgers -Borrower

1-7-98
Date

Joe Odgers (Seal)
Joe Odgers -Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

North American Mortgage Company

1-19-99
Date

By: James E. Minkley, Asst. VP

BORROWERS: Cynthia Odgers and Joe Odgers

Loan No.: 0968035

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice: The undersigned hereby represents and warrants that I/we have each received and read a copy of this Notice on or before the execution of the "Loan Agreement." "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods, or any other thing of value or to otherwise extend credit or make a financial accommodation.

Cynthia Odgers
Cynthia Odgers (Borrower)

Joe Odgers
Joe Odgers (Borrower)

(Borrower)

(Borrower)

LENDER: North American Mortgage Company
BORROWER(S): Cynthia Odgers and Joe Odgers

PROPERTY ADDRESS: 308 Pitts Drive, Columbiana, AL 35051
LOAN NO.: 0968035

ERROR AND OMISSIONS / COMPLIANCE AGREEMENT

STATE OF Alabama
COUNTY OF Shelby

The undersigned borrower(s) for and in consideration of the above-referenced Lender this date funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

DATED effective this 1st day of January, 1999

Cynthia Odgers
Cynthia Odgers (Borrower)

Joe Odgers
Joe Odgers (Borrower)

(Borrower)

(Borrower)

Sworn to and subscribed before me this 7th

day of

January, 1999
Angela N. Nantz
(Notary Public)

My Commission Expires: 6-28-00

MY COMMISSION EXPIRES JUNE 28, 2000

INDIVIDUAL ACKNOWLEDGMENT

State of ALABAMA §
County of Shelby §

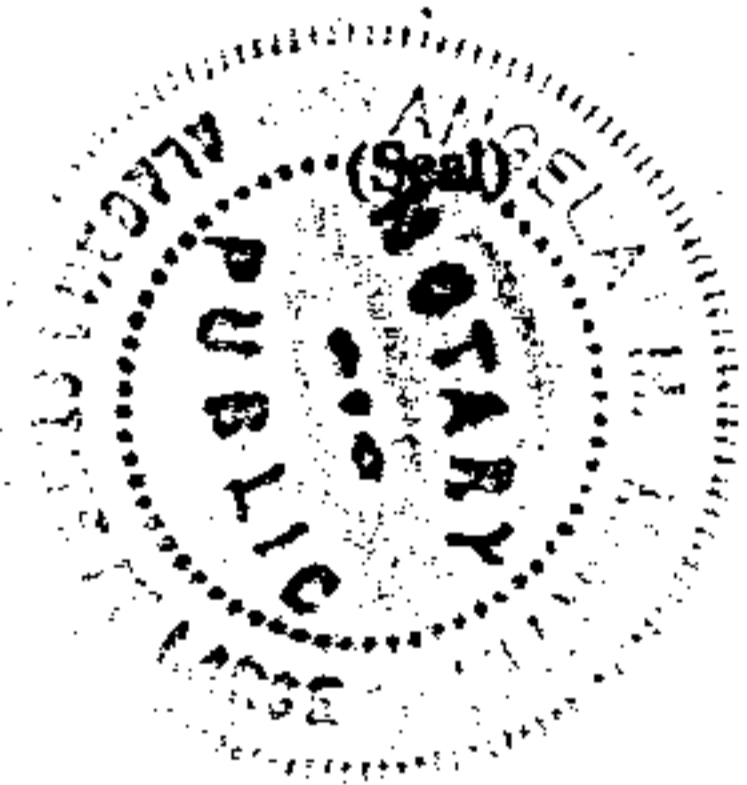
I, hereby certify that Cynthia Odgers and Joe Odgers

[name and style of officer],

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, he executed the same voluntarily on the day the same bears date. Given under my hand this 7th day of January, A.D. 1999.

Angela M. Martin

Style of Officer



CORPORATE ACKNOWLEDGMENT

State of New York

§

County of Orleans

§

§

The foregoing instrument was acknowledged before me this 19th day of January, 1999 [date],
by James E. Mikoley, Assistant Vice President.
[name of officer or agent, title of officer or agent] of North American Mortgage Company
[name of corporation acknowledging],
[state or place of incorporation], on behalf of the corporation.

Katie Menclewicz

Notary Public, State of New York

My Commission Expires:

KATIE MENCLEWICZ
Notary Public, State of New York
No. 01ME8069550
Qualified in Orleans County
Commission Expires April 29, 1999 2000

Corporate Acknowledgment (Multistate)

THE COMPLIANCE SOURCE, INC.

To Order Call: (972) 980-2178 • Fax (972) 392-2891

www.compliancesource.com

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Inst # 1999-08160

02/26/1999-08160
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SHELBY COUNTY JUDGE OF PROBATE
010 CRN 125.35