

Inst # 1999-50522

12/15/1999-50522  
01:39 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
26.70  
006 MMS

**Record and Return to:**

**ATI TITLE COMPANY  
314 SOUTH 19TH STREET  
OMAHA, NE 68102**

After recording, return  
recording information to:  
**AccuFile, Inc.  
6221 South 90th Street  
Ralston, NE 68127**

**Norwest Loan Number:**

**685-5253589**

**Pool Number:**

**00848247AR**

**FIXED RATE LOAN MODIFICATION AGREEMENT**

**Grantor: JAMES ROBERT TATUM, JR. AND C. LOUISE TATUM**

**Grantee: RODNEY D NEALEY AND ELIZABETH A NEALEY**

**Property Address:**

**2837 ADAMS STREET, HELENA, AL 35080**

**Assessor's Property Tax Parcel Number / P.I.N.**

**4002005000**

Norwest Loan #:

685-5253589

This document was prepared by:

x51 James Anderson

After recording please return to:

ATI TITLE COMPANY

Address:

314 SOUTH 19TH STREET

City, State, Zip

OMAHA, NE 68102

After recording, return  
recording information to:

AccuFile, Inc.

6221 South 90th Street  
Rakston, NE 68127

## FIXED RATE LOAN MODIFICATION AGREEMENT

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

This Loan Modification Agreement ("Modification"), effective **July 29, 1999**, between **RODNEY D NEALEY, married**, and **ELIZABETH A NEALEY, married** ("Borrower") and **Norwest Mortgage, Inc.** ("Lender"), amends and supplements (1) the Note (the "Note") made by the Borrower, dated **January 2, 1997**, in the original principal sum of U.S. **\$99,858.00**, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on **January 10, 1997** as Document Number **1997-01114**, of the **Official** Records of **SHELBY County, AL**. 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"), located at **2837 ADAMS STREET, HELENA, AL 35080** the real property being described as follows:

### See Attachment

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions herein. In consideration of the agreement herein, and other good and valuable consideration, the Borrower and Lender hereby agree to modify the terms of the note and security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower represents that the Borrower(s) is the occupant of the Property and are one and the same individuals(s) who executed the original instruments.
2. The Borrower acknowledges that 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 costs and expenses, together with unpaid accrued interest, in the total amount of **\$3,724.90** have been added to the indebtedness under the terms of the Note and Security Instrument, and that as of **December 1, 1999**, the amount, including the amounts which have been added to the indebtedness, payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$100,818.54**.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the unpaid principal balance at the yearly rate of **7.625**, beginning **November 1, 1999**. The Borrower promises to make monthly payments of principal and interest of

U.S. \$713.59 (not including escrow deposit), beginning on **December 1, 1999** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **November 1, 2029** (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 **Norwest Mortgage, Inc.** or at such other place as the Lender may require.

4. If 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 shall be charged on the Unpaid Principal Balance may be increased to a yearly rate of **7.625** beginning on an effective date stated in the notice which is at least 30 days after the date on which the notice is delivered or mailed to the Borrower. Unless the entire indebtedness is accelerated, as specified in the Note, the Borrower shall pay such increased monthly payments of principal and interest, as adjusted for the increased rate of interest, as specified by the Lender. The Borrower acknowledges that this would constitute an increase in the rate of interest, compared to the rate of interest which would otherwise apply if the Borrower had not defaulted on this Modification.
5. Except as otherwise modified herein, the Borrower will comply with all other covenants, agreements, and requirements of the Note and 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.
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.
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 box if applicable.]*

☐ 1-4 Family Rider - Assignment of Rents

8. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower(s) agree 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, at 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.

**685-5253589**

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



9-23-99

Date

Rodney D. Nealey  
RODNEY D NEALEY

Borrower

9-23-99

Date

Elizabeth A. Nealey  
ELIZABETH A NEALEY

Borrower

Date

Borrower

Date

Borrower

[Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction]

STATE OF Alabama )

COUNTY OF Jefferson )

On this, the 23<sup>RD</sup> day of September, 1999 before me personally appeared

**RODNEY D NEALEY ELIZABETH A NEALEY**

known to me personally or proved to me on the basis of satisfactory evidence to be the person(s) whose (name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

MY COMMISSION EXPIRES:

MY COMMISSION EXPIRES OCTOBER 13, 2001

Rebecca H. Bryant  
NOTARY PUBLIC, STATE OF

Rebecca H Bryant  
PRINTED NAME OF NOTARY

685-5253589

Investor Loan No.: 556-411-0005253589

NMI Loan No.: 685-5253589

Date

10/5/99

NORWEST MORTGAGE, INC.

-Lender

By: Marcia Johnson, Assistant Vice President

(LENDER'S CORPORATE ACKNOWLEDGMENT)

STATE OF Minnesota

COUNTY OF Hennepin



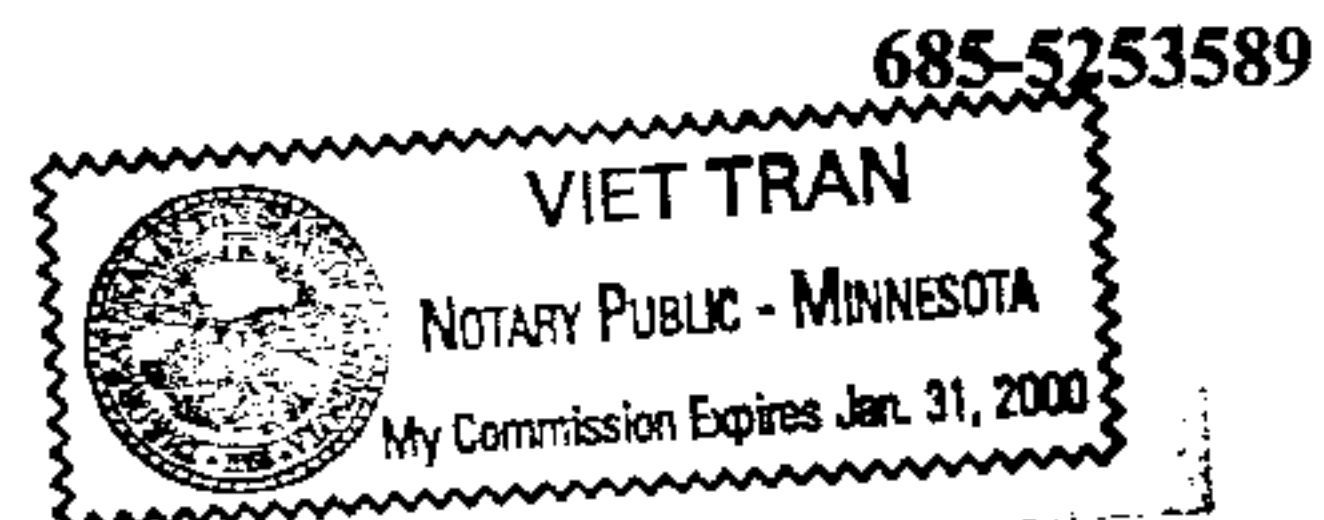
BEFORE ME, on this day personally appeared Marcia Johnson of Norwest Mortgage, Inc. its Assistant Vice President known to me to be an officer of said corporation, being duly authorized to commit this transaction, DEPOSES and SWEARS on this, the 5th day of Oct, 1999, that the foregoing instrument was executed for the purposes and consideration therein expressed.

MY COMMISSION EXPIRES:

JAN 31 2000

NOTARY PUBLIC, STATE OF MINNESOTA

VIET TRAN  
PRINTED NAME OF NOTARY



## Exhibit A

The following described property located in Shelby County, Alabama:

Lot 9, Block 2, according to the Survey of Shelena Estates, as recorded in Map Book 5 page 25 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

Inst # 1999-50522

12/15/1999-50522  
01:39 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 HHS 26.70