

## STATE OF ALABAMA COUNTY OF SHELBY

## MORTGAGE MODIFICATION AGREEMENT

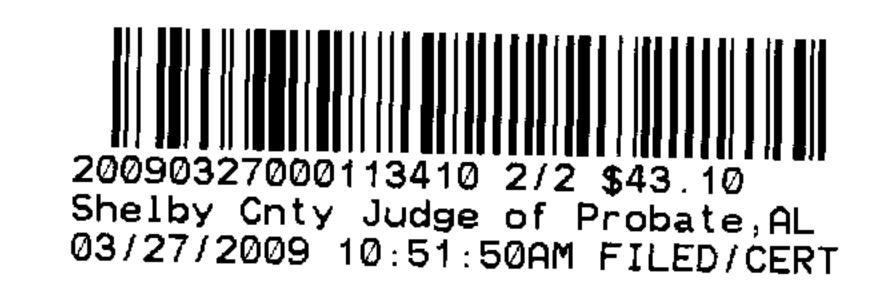
This Modification Agreement is made and entered into this 4 day of February, 2009, by and between Jerry Dean Mathis and Chesteen Mathis, who reside at 9624 Highway 11, Chelsea, Alabama 35043, hereinafter referred to, collectively, as "Borrower" and American General Financial Services, Inc., a Delaware Corporation, having an office at 1351 Decatur Highway, Suite 101, Fultondale, Alabama 35068, hereinafter referred to as "Lender".

Whereas on August 30, 2005, Borrower executed and delivered to Lender a Note in the original principal amount of \$22,000.00 and a Mortgage of even date therewith, as security therefore, as recorded at Instrument Number 20050831000450300, Shelby County, Alabama, probate records, which conveys certain real property known as 9624 Highway 11, Chelsea, Alabama 35043, said loan being hereinafter referred to as "Subject Loan", and said Note and Mortgage being hereinafter referred to as the "Loan Documents".

Whereas, Borrower has evidenced an inability to make the required payments on Subject Loan and has requested a waiver of past due interest and accumulated late charges and an extended term so as to reduce the amount of the monthly payments thereon, to which Lender is agreeable, and the parties wish to set forth in writing a modification of the Loan Documents so as the accomplish the foregoing.

Now, therefore, for and in consideration of the premises, of \$1.00 in hand paid by Borrower to Lender, the receipt and sufficiency of which being hereby acknowledged, and of the mutual covenants and agreements set forth herein, the parties hereto do covenant and agree as follows:

- The parties agree that after waiving the past due interest of \$\frac{1014.40}{2}\$ and accumulated late charges of \$\frac{101}{2}\$ on Borrower's account, and after crediting all payments made by Borrower to date on said account, the principal balance on Subject Loan to which the new terms will apply is \$19,356.00.
- The applicable interest rate on Subject Loan will decrease to 9.00 percent per annum, and the aforesaid indebtedness shall be amortized at said rate over a one hundred twenty (120) month term in monthly installments of \$245.93, including principal and interest, beginning on April 23, 2009, and continuing on the same day of each subsequent month through the month of March, 2019.
- 3. It is understood and agreed that the within modification does not involve the advance of any additional funds to Borrower, but is limited to the waiver of past due interest and late charges and an extended term, as provided herein, so as to accommodate Borrower's ability to maintain Subject Loan in a current status.
- 4. The Loan Documents are hereby modified in accordance with the foregoing provisions, but except as so modified, said Loan Documents shall be unchanged and shall remain in full force and effect.



Wherefore, the parties have set their hands and seals on the day and year first set forth hereinabove.

	Jarry D.	math
	Børrower	
	Borrower	
STATE OF ALABAMA COUNTY OF		
I, the undersigned, a Notary Public JERRY DEAN MATHIS and CHESTEEN modification agreement, and who are known being informed of the contents of this modificant the day the same bears date.	MATHIS, whose names are wn to me, acknowledged be	re signed to the foregoing efore me on this date that,
THIS the 20th day of February	1RY	
	NOTARY PUBLIC STATE OF A MY COMMISSION EXPIR	ALABAMA AT LARGE ES: Apr 23, 2012
	NOTARY PUBLIC	
	COMMISSION XPIRES	• ————————————————————————————————————
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	AMERICAN GENERAL FII	NANCIAL SERVICES, INC.
	By: Robert S. Ritter	Andrew Control of the
	Its: Vice President	
STATE OF <u>Gtorgia</u>		
COUNTY OF CHEROKEE		
I, the undersigned, a Notary Public ROBERT S. RITTER, whose name is sign FINANCIAL SERVICES, INC., to the foregodecknowledged before me on this date that agreement, he executed the same voluntate bears date.	ned as VICE PRESIDENT of the co	of AMERICAN GENERAL, and who is known to me, ntents of this modification
THIS the HM day of MUNC	, 2009.	A
LAURA FRAHM	Lauras	Erahm_
NOTARY PUBLIC	NOTARY PUBLIC	
Gilmer County, State of Georgia	COMMISSION EXPIRES:	
My Commission Expires November 6, 20		