



20100409000108420 1/6 \$27.00
Shelby Cnty Judge of Probate, AL
04/09/2010 12:19:21 PM FILED/CERT

WHEN RECORDED MAIL TO:

AMERICAN GENERAL FINANCIAL SERVICES INC
101 FIRST ALABAMA BANK DR STE B
PO BOX 970
PELHAM AL 35124-0970

_____[Space above This Line for Recording Data]_____

LOAN MODIFICATION AGREEMENT
(For Modifying Closed End Mortgage Loans)

This Loan Modification Agreement ("Agreement"), made and effective this 26th day of March, 2008, by and between Jason Volk ("Borrower") and American General Finance ("Lender"), modifies, amends, and supplements (to the extent this Agreement is inconsistent with their terms):
(1) the Mortgage, Deed of Trust, Deed to Secure Debt, or Security Deed ("Security Instrument"), and the Rider(s), if any, dated the 27th day of March, 2008, and recorded in Book or Liber #20080327000124300, at page(s) 124300, of the Shelby County Records of Judge of Probate and

(2) the Loan Agreement ("Note") to Lender, dated the 26th day of March, 2008, and secured by the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", in the original principal balance of U.S. \$ 132855.35, located at:

385 Walker Way
Pelham, AL 35124

(Property Address)

And, if this document is to be recorded, the real property is set forth:



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Terms not defined in this Agreement are as defined in the Note and/or Security Agreement.

As of the date of this Agreement, the amount of the principal balance payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 133859.70, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

In consideration of the mutual promises and agreements contained herein, Borrower and Lender (together the "Parties") agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The interest rate on the Unpaid Principal Balance will begin to accrue as of the date of this Agreement at 7.00 %. ***Assuming no additional sums are advanced under the Note and assuming that all monthly payments are made in full and on time, my payment schedule, including my monthly payments and interest rate, based on the current principal balance, will be:**

Months	Interest Rate	Interest Rate Change Date	Monthly* Payment	Payment Begins On
1 - 24	7.00 %	(Date of Agreement)	881.59	April 15, 2010
24 - 360	8.67 %	April 15, 2012	1037.58	April 15, 2012

2. Remaining Term: If Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement on the maturity date ("Maturity Date"), those amounts will be immediately due and payable on the Maturity Date by the Borrower.

☐ If checked, the new Maturity Date is the _____ day of _____, _____.

3. Place of Payment. Borrower must continue to make the monthly payments in the manner and at such place as Lender may require.
4. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

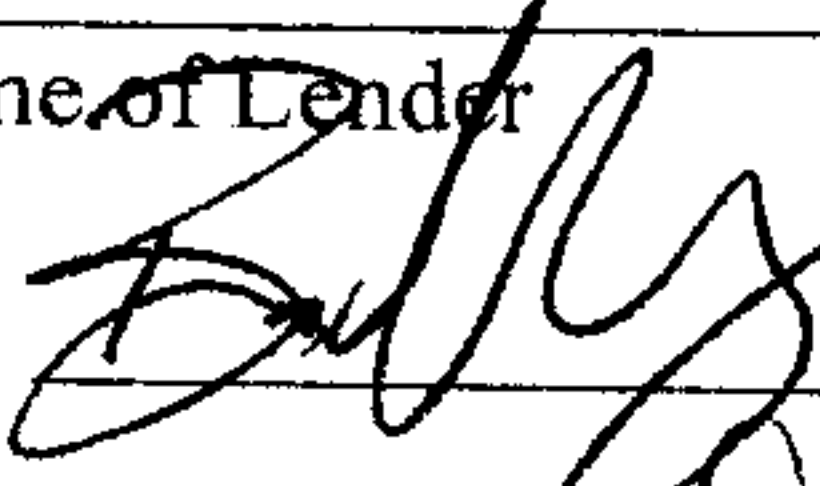

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

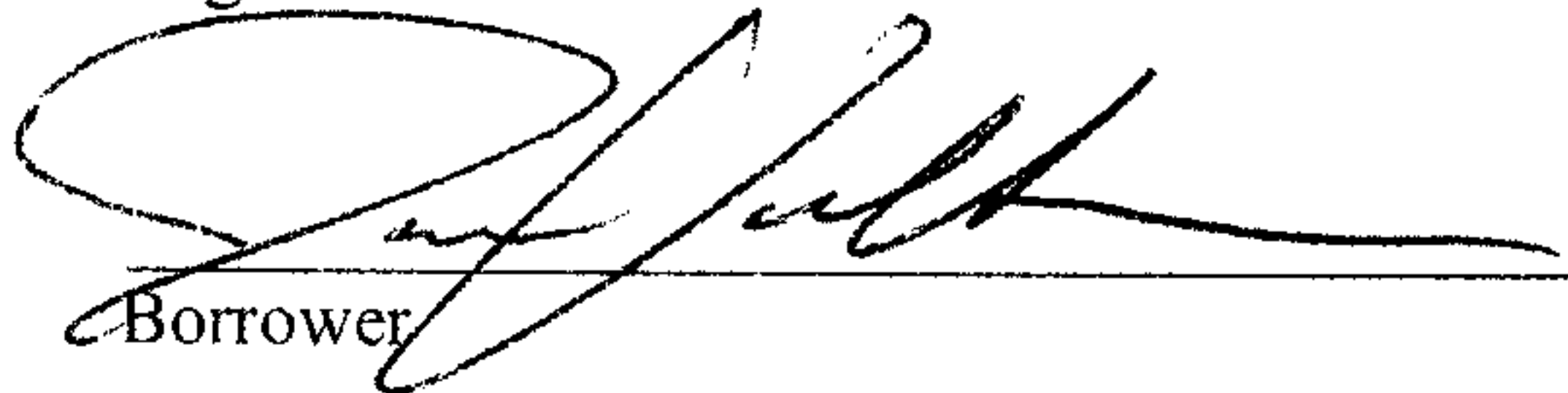
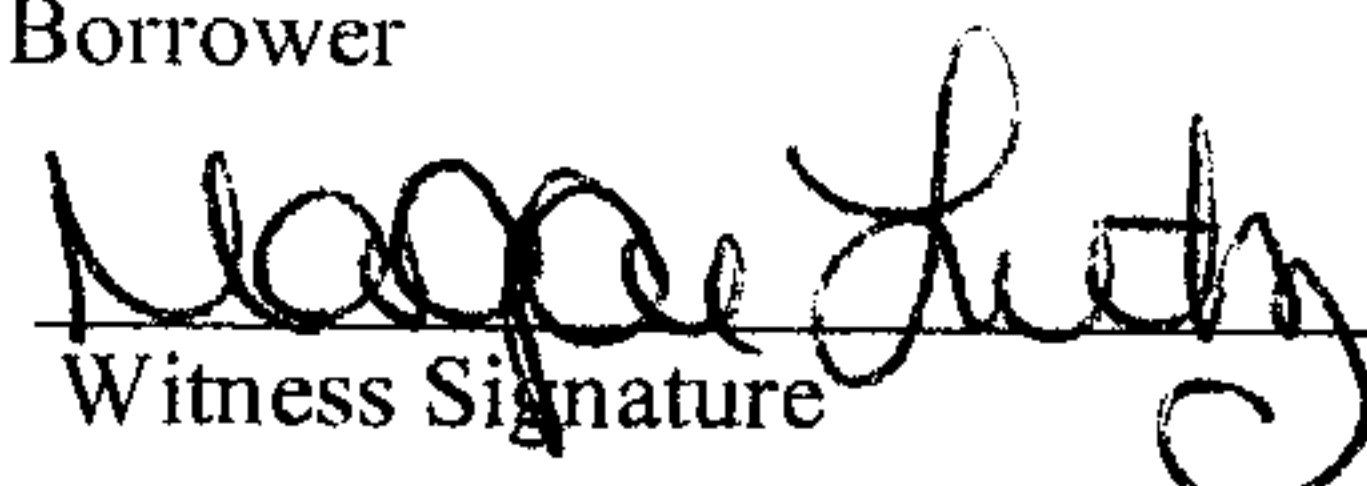
5. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date of this Agreement:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
6. Borrower understands and agrees that:
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
 - (d) 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.
 - (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

Except where 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.

In Witness Whereof, Lender and Borrower have executed this Agreement.

American General Finance
Name of Lender
By: 
 3/26/10
Witness Signature Date

 (Seal)
Borrower
 3/26/10 (Seal)
Witness Signature Date

Prepared by: Brian Wilbanks

STATE OF ALABAMA JEFFERSON, County ss:



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On this 24th Day of March 2010, I, Brian Wilbanks, a Notary Public
in and for said county and said state, hereby certify that Jason Volk
whose name(s) is signed to the foregoing Agreement,
and who is known to me, acknowledged before me that, being informed of the contents of the
Agreement he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this the 24th day of March 2010.

(SEAL)

My Commission expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT JEFFERSON
MY COMMISSION EXPIRES: Nov 3, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS


Branch Notary Public

American General Financial Services
Of Alabama, Inc.


Steve Ritter, Vice President

(SEAL)

Witness


Notary Public

LAURA FRAHM
NOTARY PUBLIC
Gilmer County, State of Georgia
My Commission Expires November 6, 2011



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4.

LEGAL DESCRIPTION:

LOT 324, ACCORDING TO THE SURVEY OF THE VILLAGE AT STONE
HAVEN, PHASE 3, SECONDS SECTOR, AS RECORDED IN MAP BOOK 28,
*PAGE 39, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHTS,
EASEMENTS, RIGHTS-OF-WAY, PROVISIONS, COVENANTS,
TERMS, CONDITIONS AND BUILDING SET BACK LINES OF RECORD.

ADDRESS: 385 WALKER WAY; PELHAM, AL 351243951 TAX MAP OR
PARCEL ID NO.: 13-6-23-4-011-025.000

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY

SCHEDULE B - SECTION 1

The following are the requirements to be complied with:

2008-03-20 14:24 02573

Fax Server >> AGFS2502-PELHAM, AL

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