

20101124000395480 1/6 \$28.00
Shelby Cnty Judge of Probate, AL
11/24/2010 01:27:34 PM FILED/CERT

WHEN RECORDED MAIL TO:
American General Finance
101 1st Alabama Bank Drive
Pelham, AL 35124

This instrument was prepared by
Brian Wilbanks

_____[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 5th day of
November, 2010, by and between

Don Haefner and Janise Sturgis Haefner and Katherine L Sturgis ("Borrower") and
American General Financial Services of Alabama Inc ("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 25th day of September, 2006, and recorded in Book or Liber 20060929000, at page(s)
484590, of the Judge of Probate Records of
Shelby County, Alabama and

(2) the Loan Agreement ("Note") to Lender, dated the 25th day of September, 2006, 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.
\$ 103,419.95, located at:

6223 Highway 16
Montevallo, AL 35115

(Property Address)

And, if this document is to be recorded, the real property described is set forth as follows:
See Exhibit "A"

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

As of the Modification Effective Date, the amount of the principal balance payable under the Note and the Security Instrument (the "Unpaid Principal Balance") will be \$ 101,270.76, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized, if permitted by law.

In consideration of the mutual promises and agreements contained herein, Borrower and Lender (together the "Parties") agree that beginning on the Modification Effective Date, and after both Parties have executed this Agreement, (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 5.75 %. \$ 0.00 of the Unpaid Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The Unpaid Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$ 101,270.76. The unpaid and deferred interest that has not been capitalized (the "Deferred Interest") will be \$ 2,029.58. ***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, and my Total Deferred Payment Amount as defined below, based on the current principal balance, will be:**

Months	Interest Rate	Interest Rate Change Date	Monthly* Payment	Payment Begins On
1 - 24	5.75 %	(Date of Agreement) 11-05-2010	\$590.99	12-01-2010
25 - Maturity	9.50 %	11-01-2012	\$869.60	12-01-2012

Borrower also agrees to pay in full \$ 2,029.58, which is the sum of (1) the Deferred Principal Balance and (2) Deferred Interest (the "Total Deferred Payment Amount"), plus any other amounts still owed by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or on (iii) the maturity date ("Maturity Date").

2. **Remaining Term:** If Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement on the "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.



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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 Financial Services of Alabama iNC Don Haefer (Seal)
Name of Lender Borrower

By: Brian Wilbanks

[Signature]
Witness Signature

11-5-10

Date

[Signature] (Seal)
Borrower

Kathy Shadowers (Seal)
Witness Signature

11-05-10

Date

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STATE OF ALABAMA Shelby, County ss:

On this 5th day of November, 2010, I, Brian Wilbanks, a Notary Public
(Branch Notary Public)
in and for said county and said state, hereby certify that Don Haefner and Janise Sturgis Haefner and
(Borrower's Name)
Katherine L Sturgis whose name(s) are signed to the foregoing Agreement,
(is/are)
and who are known to me, acknowledged before me that, being informed of the contents of the
(is/are)
Agreement they executed the same voluntarily on the day the same bears date.
(he/she/they)
Given under my hand and seal of office this the 5th day of November, 2010.

(SEAL)

My Commission expires: December 4th, 2013

Kathya A. Shadowers
Branch Notary Public

American General Financial Services
Of Alabama, Inc.

Steve Ritter
Steve Ritter, Vice President


(SEAL)

Cheryl M. Matto
Witness

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

A parcel of land situated in the SW 1/4 of the SW 1/4 of Section 1, Township 22 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SW corner of above said 1/4-1/4 thence North 00 degrees 00 minutes 00 seconds East, a distance of 495.43 feet; thence South 87 degrees 48 minutes 00 seconds East, a distance of 917.39 feet; thence South 87 degrees 55 minutes 34 seconds East, a distance of 359.87 feet; thence North 00 degrees 07 minutes 29 seconds East, a distance of 77.20 feet to the point of beginning, said point lying on the westerly R.O.W. line of Shelby County Highway 16, 80' R.O.W.; thence North 00 degrees 06 minutes 35 seconds East, and along said R.O.W. line a distance of 139.90 feet; thence North 87 degrees 48 minutes 01 seconds West and leaving said R.O.W. line, a distance of 134.51 feet; thence South 08 degrees 02 minutes 48 seconds West, a distance of 124.95 feet; thence South 81 degrees 57 minutes 12 seconds East, a distance of 153.14 feet to the point of beginning, said parcel containing 0.44 acres, more or less.


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