
Loan Modification Agreement

(Providing for Fixed Interest Rate)

1002976-0034378638-7

MERS TELEPHONE: (888) 679-6377

This Loan Modification Agreement ("Agreement"), made this 10th day of January, 2012, between **Virgil Lee Brasher and Christy Ellis Brasher husband and wife** ("Borrower") and **Bryant Mortgage Company, Inc (320671)** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **June 1, 2011** and recorded in Book or Liber _____, at page(s) Instrument #20110608000169500, of the Shelby County Probate _____ Records of **SHELBY County, ALABAMA**,
[Name of Records] [County and State, or other Jurisdiction]

and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at

119 Ellis Farm Road, Columbiana, ALABAMA 35051

[Property Address]

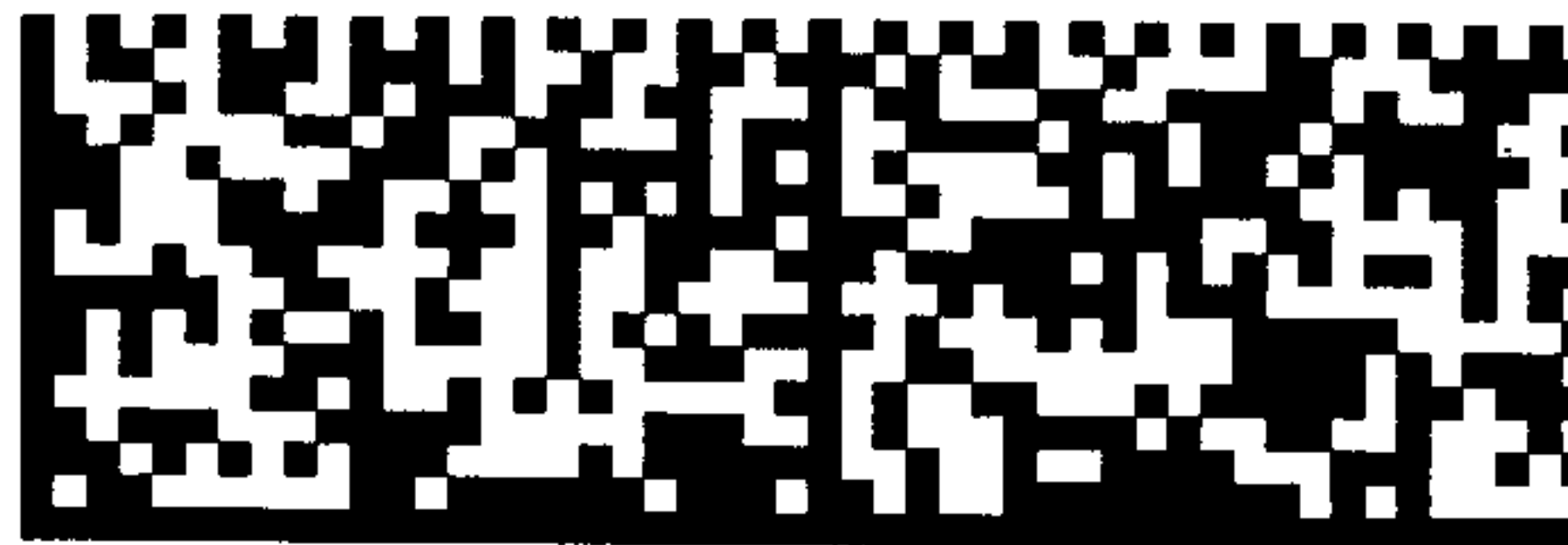
LOAN MODIFICATION AGREEMENT WITH MERS- Single Family-Fannie Mae UNIFORM INSTRUMENT

852A (1012)
usc3179m

Page 1 of 6

Form 3179 1/01 (rev. 01/09)

Initials: VB
CB



20120112000015130 1/9 \$450.00
Shelby Cnty Judge of Probate, AL
01/12/2012 08:44:01 AM FILED/CERT

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Parcel ID No.: **58-21-7-25-1-001-027-003**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of **01/10/2012**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$276,000.00**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

LOAN MODIFICATION AGREEMENT WITH MERS- Single Family-Fannie Mae UNIFORM INSTRUMENT


852A (1012)

Page 2 of 6

Form 3179 1/01 (rev. 01/09)

Initials: VT

CEB


20120112000015130 2/9 \$450.00
Shelby Cnty Judge of Probate, AL
01/12/2012 08:44:01 AM FILED/CERT

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.000%**, from **01/10/2012**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,317.67**, beginning on the **1st day of March, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.000%** will remain in effect until principal and interest are paid in full. If on **February 1, 2042** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. 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.

4. 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 specified in paragraph No. 1 above:

LOAN MODIFICATION AGREEMENT WITH MERS- Single Family-Fannie Mae UNIFORM INSTRUMENT

852A (1012)

Page 3 of 6

Form 3179 1/01 (rev. 01/09)

Initials: 



20120112000015130 3/9 \$450.00
Shelby Cnty Judge of Probate, AL
01/12/2012 08:44:01 AM FILED/CERT

- (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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards 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.
5. 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 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) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole


LOAN MODIFICATION AGREEMENT WITH MERS- Single Family-Fannie Mae UNIFORM INSTRUMENT

852A (1012)

Page 4 of 6

Form 3179 1/01 (rev. 01/09)

Initials: VB
CEB


20120112000015130 4/9 \$450.00
Shelby Cnty Judge of Probate, AL
01/12/2012 08:44:01 AM FILED/CERT

or in part of the Note and Security Instrument.

- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (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.
- (f) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Mortgagee of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint MI 48501-2026, tel. (888) 679-MERS.

LOAN MODIFICATION AGREEMENT WITH MERS- Single Family-Fannie Mae UNIFORM INSTRUMENT

852A (1012)

Page 5 of 6

Form 3179 1/01 (rev. 01/09)

Initials: VS

CEB



20120112000015130 5/9 \$450.00
Shelby Cnty Judge of Probate, AL
01/12/2012 08:44:01 AM FILED/CERT

Virgil Lee Brasher (Seal)
-Borrower

Christy Ellis Brasher (Seal)
-Borrower

Mortgage Electronic Registration Systems, Inc.
-Nominee for Lender

Bryant Mortgage Company, Inc (320671) (Seal)
-Lender

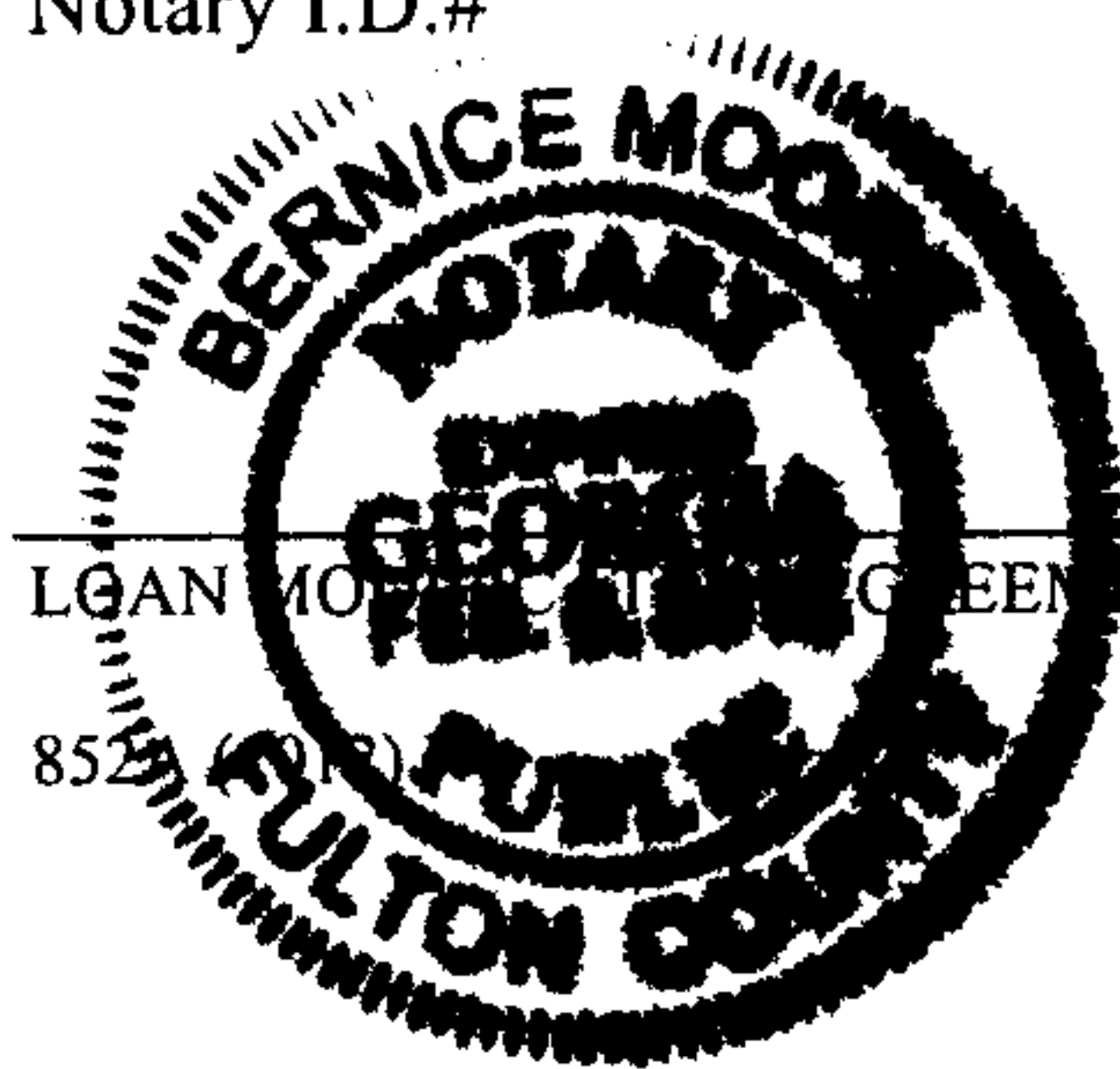
By: [Signature] By: _____

STATE OF GEORGIA, FULTON County, ss:

The foregoing instrument was acknowledged before me this 9TH day of JANUARY,
2012 by Bill Fowler as NOMINEE for Mortgage Electronic Registration Systems, Inc..

My Commission Expires:
Notary I.D.#

[Signature]
Notary Public



LOAN MODIFICATION AGREEMENT WITH MERS- Single Family-Fannie Mae UNIFORM INSTRUMENT

Form 3179 1/01 (rev. 01/09)

852 (9/8)

Page 6 of 6



20120112000015130 6/9 \$450.00
Shelby Cnty Judge of Probate, AL
01/12/2012 08:44:01 AM FILED/CERT

Virgil Lee Brasher (Seal)
-Borrower

Christy Ellis Brasher (Seal)
-Borrower

Mortgage Electronic Registration Systems, Inc.
-Nominee for Lender

Bryant Mortgage Company, Inc (320671) (Seal)
-Lender

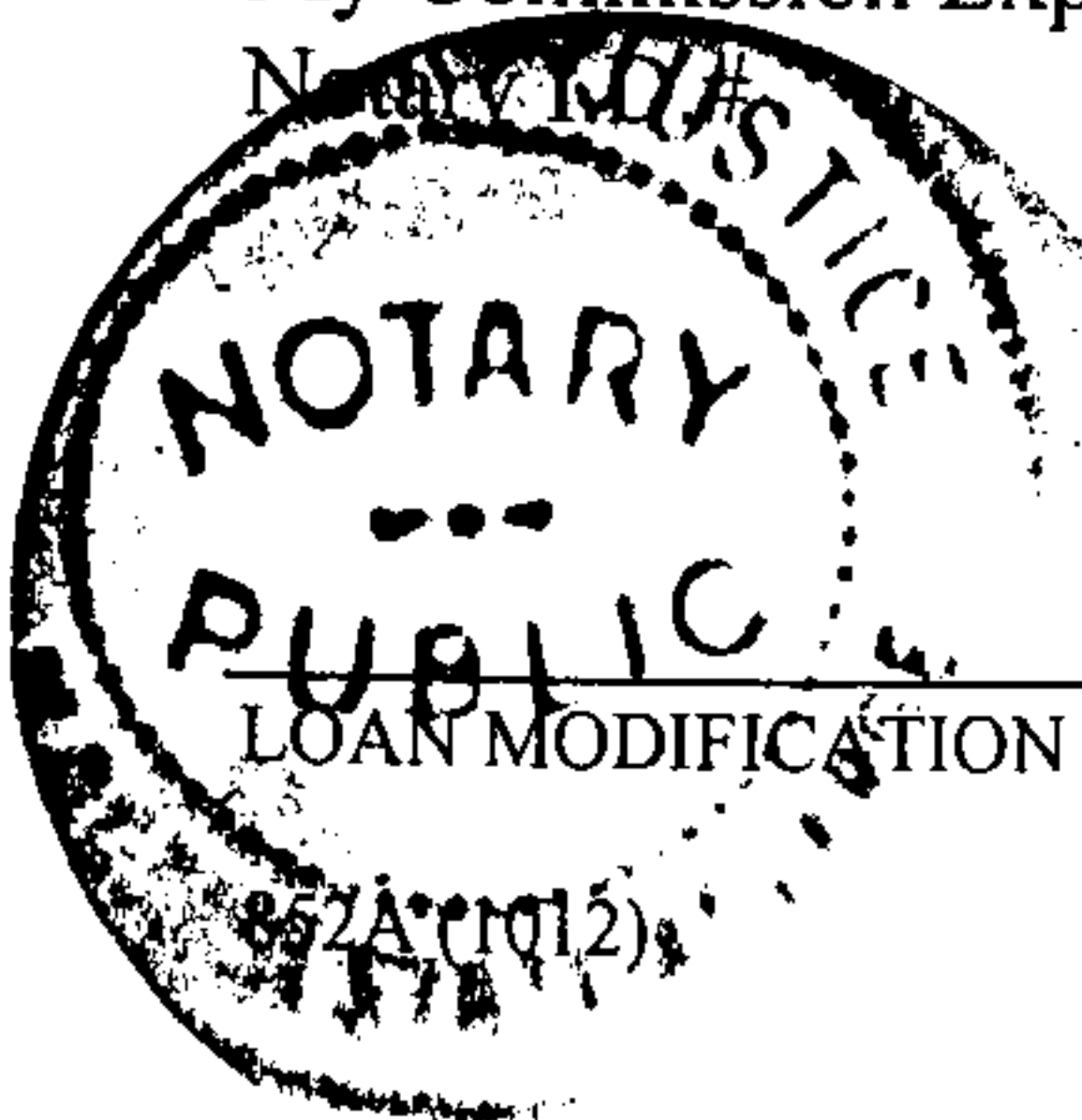
By: _____ By: _____

STATE OF ALABAMA, SHELBY County, ss:

The foregoing instrument was acknowledged before me this 10TH day of January,
2012 by William R. Justice for ~~Mortgage Electronic Registration Systems, Inc.:-~~
Virgil Lee Brasher and Christy Ellis Brasher

My Commission Expires: 9/12/15

William R. Justice
Notary Public



LOAN MODIFICATION AGREEMENT WITH MERS- Single Family-Fannie Mae UNIFORM INSTRUMENT


Page 6 of 6

Form 3179 1/01 (rev. 01/09)



20120112000015130 7/9 \$450.00
Shelby Cnty Judge of Probate, AL
01/12/2012 08:44:01 AM FILED/CERT

EXHIBIT A
LEGAL DESCRIPTION


20120112000015130 8/9 \$450.00
Shelby Cnty Judge of Probate, AL
01/12/2012 08:44:01 AM FILED/CERT

Commence at the SW corner of the SW 1/4, of the NE 1/4, of Section 25, Township 21 South, Range 1 West, Shelby County, Alabama; thence North 88 degrees 39 minutes 09 seconds East along the South line of said 1/4-1/4 section, a distance of 1,337.70 feet to gear axle at the SE corner of said 1/4-1/4 section; thence North 73 degrees 11 minutes 26 seconds East, a distance of 231.01 feet to a rebar capped EDG at the POINT OF BEGINNING; thence North 00 degrees 13 minutes 58 seconds West, a distance off 233.71 feet to a rebar capped EDG; thence North 89 degrees 46 minutes 02 seconds east, a distance of 287.11 feet to a rebar capped EDG; thence South 00 degrees 13 minutes 58 seconds East, a distance of 233.71 feet to a rebar capped EDG; thence South 89 degrees 46 minutes 02 seconds West, a distance of 287.11 feet to the POINT OF BEGINNING.

A permanent and perpetual non exclusive easement for ingress and egress and installation of utilities over and across the following two described easements:

30' EASEMENT:

Commence at the SW corner of the SW 1/4, of the NE 1/4, of Section 25, Township 21 South, Range I West, Shelby County, Alabama; thence North 88 degrees 39 minutes 09 seconds East along the South line of said 1/4-1/4 section, a distance of 1,337.70 feet to a gear axle at the SE corner of said 1/4-1/4 section; thence North 13 degrees 55 minutes 41 seconds West, a distance of 854.96 feet to a point on the centerline of a existing 30' easement as recorded in instrument number 2002-05242 in the Office of the Judge of Probate in Shelby County, Alabama, said point also being the POINT OF BEGINNING of a 30' ingress, egress and utility easement lying 15' to either side of and parallel to the following described centerline; thence South 49 degrees 44 minutes 38 seconds East along said centerline, a distance of 36.10 feet to a point of curve to the right having a radius of 150.00 feet and a central angle of 23 degrees 19 minutes 01 second, said curve subtended by a chord bearing South 38 degrees 05 minutes 07 seconds East and a chord distance of 60.62 feet; thence southeasterly along the arc and along said centerline a distance of 61.04 feet; thence South 26 degrees 25 minutes 37 seconds East along said centerline, a distance of 57.11 feet to a point of curve to the left having a radius of 120.00 feet and a central angle of 58 degrees 09 minutes 52 seconds, said curve subtended by a chord bearing South 55 degrees 30 minutes 32 seconds East and a chord distance of 116.66 feet; thence southeasterly along the arc and along said centerline a distance of 121.82 feet; thence South 84 degrees 35 minutes 28 seconds East along said centerline, a distance of 136.84 feet to a point of curve to the left having a radius of 180.00 feet and a central angle of 18 degrees 44 minutes 47 seconds, said curve subtended by a chord bearing North 86 degrees 02 minutes 08 seconds East and a chord distance of 58.63 feet; thence easterly along the arc and along the arc and along said centerline a distance of 58.89 feet; thence North 76 degrees 39 minutes 45 seconds East along said centerline, a distance of 80.60 feet to a point of curve to the right having a radius of 191.15 feet and a central angle of 24 degrees 27 minutes 08 seconds, said curve subtended by a chord bearing North 88 degrees 53 minutes 19 seconds East and a chord distance of 80.96 feet; thence easterly along the arc and along said centerline a distance of 81.58 feet to a point of reverse curve to the left having a radius of 180.00 feet and a central angle of 06 degrees 15 minutes 08 seconds, said curve subtended by a chord bearing South 82 degrees 00 minutes 41 seconds East a chord distance of 19.63 feet; thence easterly along the arc and along said centerline a distance of 19.64 feet; thence south 52 degrees 26 minutes 09 seconds East non tangent to previous curve and along said centerline, a distance of 51.20 feet to a point of curve to the right having a radius of 64.45 feet and a central angle of 31 degrees 37 minutes 16 seconds, said curve subtended by a chord bearing South 36 degrees 37 minutes 31 seconds East and a chord distance of 35.12 feet; thence southeasterly along the arc and along said centerline a distance of 35.57 feet to a point of reverse curve to the left having a radius of 64.00 feet and a central angle of 43 degrees 31 minutes 08 seconds, said curve subtended by a chord bearing South 42 degrees 34 minutes 27 seconds East and a chord distance of 47.45 feet; thence southeasterly along the arc and along said centerline a distance of 48.61 feet to a point of reverse curve to the right having a radius of 28.23 feet and a central angle of 58 degrees 32 minutes 37 seconds, said curve subtended by a chord bearing South 35 degrees 03 minutes 42 seconds East and a chord distance of 27.61 feet; thence southeasterly along the arc and along said centerline a distance of 28.85 feet; thence South 05 degrees 47 minutes 24 seconds East along said centerline, a distance of 22.13 feet to a point of

curve to the right having a radius of 150.00 feet and a central angle of 06 degrees 32 minutes 01 seconds, said curve subtended by a chord bearing South 02 degrees 31 minutes 23 seconds East and a chord distance of 17.10 feet; thence southerly along the arc and along said centerline a distance of 17.11 feet; thence South 00 degrees 44 minutes 37 seconds West along said centerline, a distance of 35.61 feet to a point of curve to the left having a radius of 150.00 feet and a central angle of 06 degrees 32 minutes 01 second, said curve subtended by a chord bearing South 02 degrees 31 minutes 23 seconds East and a chord distance of 17.10 feet; thence southerly along the arc and along said centerline a distance of 17.11 feet; thence South 05 degrees 47 minutes 24 seconds East along said centerline, a distance of 12.62 feet to a point of curve to the right having a radius of 200.00 feet and a central angle of 06 degrees 04 minutes 51 seconds, said curve subtended by a chord bearing South 02 degrees 44 minutes 58 seconds East and a chord distance of 21.22 feet; thence southerly along the arc and along said centerline a distance of 21.23 feet; thence South 00 degrees 17 minutes 27 seconds West, a distance of 32.12 feet to a point of curve to the right having a radius of 70.00 feet and a central angle of 39 degrees 43 minutes 40 seconds, said curve subtended by a chord bearing South 20 degrees 09 minutes 17 seconds West and a chord distance of 47.57 feet; thence southerly along the arc along said centerline a distance of 48.54 feet; thence South 40 degrees 01 minutes '07 seconds West along said centerline, a distance of 38.60 feet to the POINT OF ENDING of said centerline.

EXISTING EASEMENT (INST. #2002-05242)

A non-exclusive easement thirty (30) feet in width for ingress, egress, and installation of utilities, the centerline of which is described as follows:

Commencing at the Southeast corner of the Southwest Quarter of the Northeast quarter of Section 25, Township 21 South, Range 1 West; thence North 10 degrees 30 minutes 29 seconds West (Alabama State Place West Zone Grid Bearings) a distance of 861.67 feet to the POINT OF BEGINNING of the centerline of a 30 foot Easement for ingress, egress and utilities; thence South 69 degrees 51 minutes 34 seconds West, a distance of 47.40 feet; thence North 59 degrees 00 minutes 18 seconds West, a distance of 32.12 feet; thence North 65 degrees 49 minutes 32 seconds West, a distance of 28.22 feet; thence North 69 degrees 36 minutes 12 seconds West, a distance of 64.41 feet; thence North 71 degrees 15 minutes 29 seconds West, a distance of 89.72 feet; thence North 65 degrees 22 minutes 23 seconds West, a distance of 42.52 feet; thence North 52 degrees 56 minutes 44 seconds West, a distance of 29.73 feet; thence North 34 degrees 29 minutes 44 seconds West, a distance of 40.23 feet; thence North 11 degrees 10 minutes 54 seconds West, a distance of 36.97 feet; thence North 1 degree 26 minutes 22 seconds East, a distance of 45.03 feet; thence North 8 degrees 21 minutes 10 seconds east, a distance of 64.12 feet; thence North 12 degrees 03 minutes 36 seconds East, a distance of 72.87 feet; thence North 14 degrees 42 minutes 51 seconds East, a distance of 310 feet, more or less, to the southerly right of way line of Shelby County Road NO. 28 and the POINT OF ENDING.

According to the survey of Joseph Schifano, III, an Alabama License Number 23661, dated March 11, 2011.

