

20120817000305450 1/5 \$237.75  
Shelby Cnty Judge of Probate, AL  
08/17/2012 12:31:37 PM FILED/CERT

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Prepared By: Stephanie Pate  
Return To: Branch Banking and Trust Co.  
301 College St  
Greenville SC, 29601

**BB&T Mortgage Loan No- 6991565173**

**MIN NO: 1005846 0000000295 5**

**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), is effective June 1, 2012, between Albert P Jones II (Borrower) and Carolyn L Jones (Borrower) Husband and Wife and Mortgage Electronic Registration Systems Inc.(MERS) as nominee for lender and amends and supplements (1) the Note made by the Borrower, dated 02/28/2008 in the original principal sum of U.S. \$147,682.00 and (2) the Mortgage, Deed of Trust, or Deed to Secure Debt ("the Security Instrument") securing the Note recorded on 03/10/2008 in Instrument # 20080310000097970 in the Office of the Registry of Shelby County. For the purpose of this Agreement, the term "Property" shall be the real property and personal property, if any, together with any improvements located thereon, as more particularly described in the Security Instrument and having an address of:

**257 Ammersee Lakes Dr  
Montevallo AL 35115**

The real property described being set forth as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS  
EXHIBIT "A"

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

1. Borrower hereby acknowledges that prior to this modification the outstanding unpaid principal balance due under the Note and Security Instrument is \$139,054.54.
2. The Borrower acknowledges that interest has accrued but has not been paid and 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 interest, cost and expenses, in the total amount of \$3,435.56 has been added to the indebtedness under the terms of the Note and Security Instrument, as of June 1, 2012 resulting in a total indebtedness due of U.S. \$142,490.10 (the new "Unpaid Principal Balance").
3. The borrower promises to pay the new Unpaid Principal Balance to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of 4.000%, from June 1, 2012. The borrower promises to make monthly payments of principal and interest of U.S. \$680.27, beginning on July 1, 2012 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on June 1, 2042 (the "Maturity Date"), the borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the borrower will pay these amounts in full on the Maturity Date.

Borrower Initial: APJ

Co-Borrower Initial: CLJ



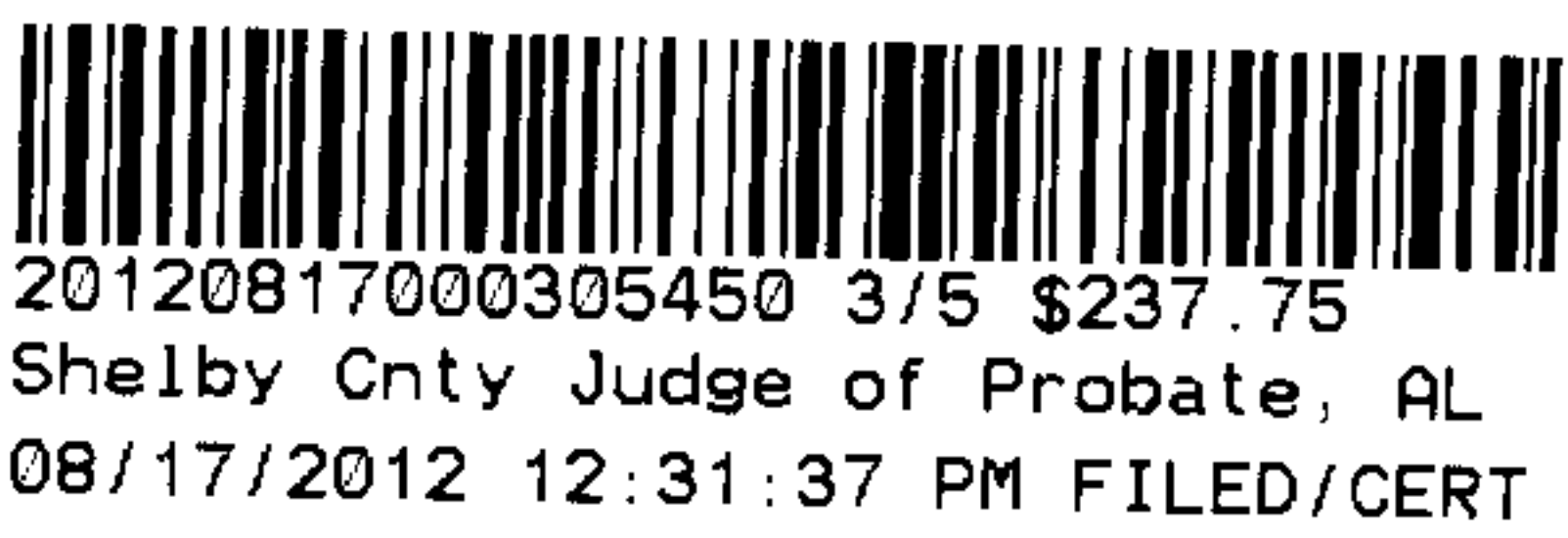
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**The Borrower will make such payments to and at Branch Banking and Trust Company, Mortgage Payment Center, P.O. Box 580302, Charlotte, NC 28258-0302 or such other place as the Lender may require.**

4. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
5. The borrower also will comply with all other covenants, agreements, and requirements of 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; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
  - 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 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. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Borrower Initial: APQ

Co-Borrower Initial: CAF



(Individual Acknowledgement)

Witness our hands and seals to this Agreement this 10<sup>th</sup> day of July, 2012

Glenda L Santa Cruz  
Witness Signature  
Glenda L. Santa Cruz  
Witness Printed Name  
[Signature]  
Witness Signature  
JOHN KIRBY  
Witness Printed Name

BY: Albert P. Jones II  
Albert P Jones II  
BY: Carolyn L. Jones  
Carolyn L Jones

STATE OF Alabama )  
COUNTY OF Shelby )

I, Preston Stone, a Notary Public of said county do hereby certify that Albert P. Jones II  
Carolyn L. Jones, Borrower(s) personally appeared before me this day and  
acknowledged the execution of the foregoing AGREEMENT.

The execution thereof SWORN to before me this 10 day of July, 2012.

NOTARY PUBLIC FOR STATE OF Alabama

My Commission Expires: 10/27/2014 Preston Stone  
Notary Public

(Corporate Acknowledgement)

Witness our hands and seals to this Agreement this 31 day of July, 2012.

Mortgage Electronic Registration Systems Inc. (MERS) as  
nominee for lender

WITNESSED BY:

[Signature]  
Printed Name: Dorian Ortiz

BY [Signature]  
John Harmon

Title: Assistant Secretary

[Signature]  
Printed Name: Barry Webb

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STATE OF South Carolina)

COUNTY OF Greenville) Spartanburg

**Akeeba Gray**

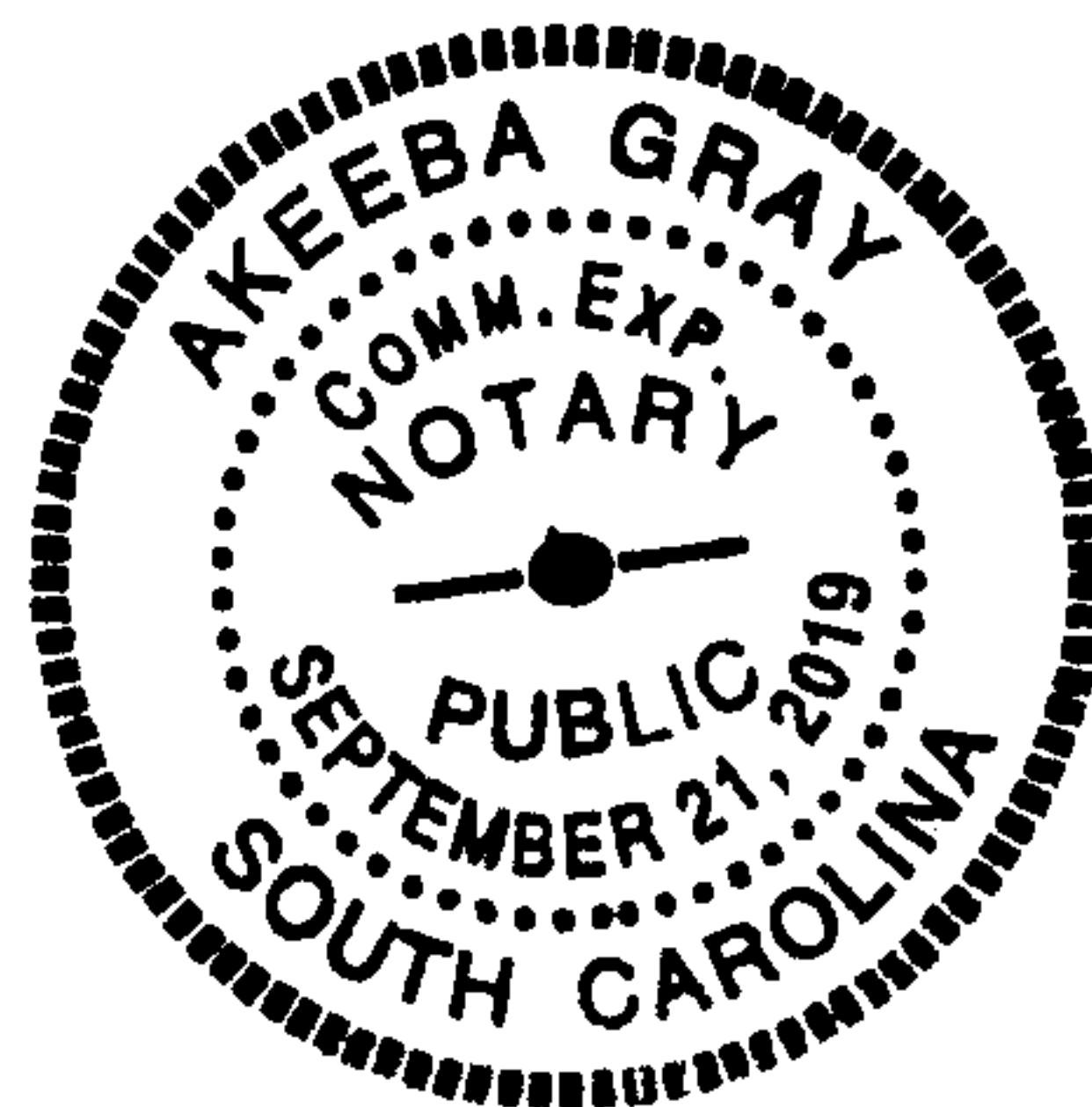
I, \_\_\_\_\_, Notary Public of said County, do hereby certify that, John Harmon Lender/Note Holder, personally appeared before me this day and acknowledged that he/she is Assistant Secretary of Mortgage Electronic Registration Systems, Inc, and acknowledge on behalf of the corporation the due execution of the foregoing instrument

SWORN TO BEFORE ME THIS 31<sup>st</sup> day of July, 2012.

My Commission Expires: Sept. 21, 2019

[Signature]  
Notary Public

Notary Public of South Carolina





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Date February 28, 2008

Property Address 257 Ammersee Lakes Drive, Montevallo, AL 35115

**EXHIBIT 'A'**

Lot 60, according to the Amended Map of Ammersee Lakes, First Sector as recorded in Map Book 28, Page 98, A & B, in the Probate Office of Shelby County, Alabama

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Loan #

6991565173

Customer #

0042133

BB&T Mortgage

LP9 GP