

20121105000425120 1/6 \$29.00  
Shelby Cnty Judge of Probate, AL  
11/05/2012 03:10:12 PM FILED/CERT

After Recording Return To:  
**SOUTHWEST STAGE FUNDING, LLC**  
**DBA CASCADE FINANCIAL SERVICES**

6816 EAST BROWN ROAD  
MESA, AZ 85207

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### LOAN MODIFICATION AGREEMENT

**THOMAS**  
Loan #: 120229031  
MIN: 100605712040041599  
MERS Phone: 1-888-679-6377  
PIN: 069290000001.018  
VA/FHA Case #: 011-7357386-703

This Loan Modification Agreement ("Agreement"), made this 15TH day of JUNE, 2012 between **BRUCE W THOMAS AND TINA THOMAS, HUSBAND AND WIFE** ("Borrower") **SOUTHWEST STAGE FUNDING, LLC DBA CASCADE FINANCIAL SERVICES** ("Lender"), Mortgage Electronic Registration Systems, Inc. ("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **MAY 11, 2012** and granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded in Book or Liber \* , at page(s)  , of the COUNTY Records of **SHELBY, ALABAMA** 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 **112 DEER LANE, VINCENT, AL 35178** the real property to be set forth as follows:

**MAKE: SOUTHERN ENERGY**

**MODEL: EZ-601**

**YEAR: 2012**

**SERIAL NUMBER(S): SAD020857AL A/B/C AC**

**LENGTH AND WIDTH: 76X45**

**HUD TAG NUMBER(S): NTA 1569568, 1569569 & 1569570**

*\* 10/2/2012, #20121002000376840*

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

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):

MIN: 100605712040041599

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

12683.11

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*B.W.T.*

1. As of **JUNE 15, 2012** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$157,986.00**, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
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 **4.250%**, from **JUNE 15, 2012**. Borrower promises to make monthly payments of principal and interest of U.S. **\$777.20**, beginning on the **1ST** day of **AUGUST, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JULY 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.

Borrower will make such payments at **6816 EAST BROWN ROAD, MESA, AZ 85207** or at such other place as Lender may require.

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 this Security Instrument.

If Lender exercises this option. Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this 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:
  - 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.

MIN: 100605712040041599

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

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*B.W.T.*

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5. 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Bruce W. Thomas 6-18-12  
- BORROWER - BRUCE W THOMAS - DATE -

Tina Thomas 6-18-12  
TINA THOMAS - DATE -

Rita M. Black  
SOUTHWEST STAGE FUNDING, LLC DBA CASCADE FINANCIAL SERVICES-Lender

Rita M. Black  
Mortgage Electronic Registration Systems, Inc.-Mortgagee

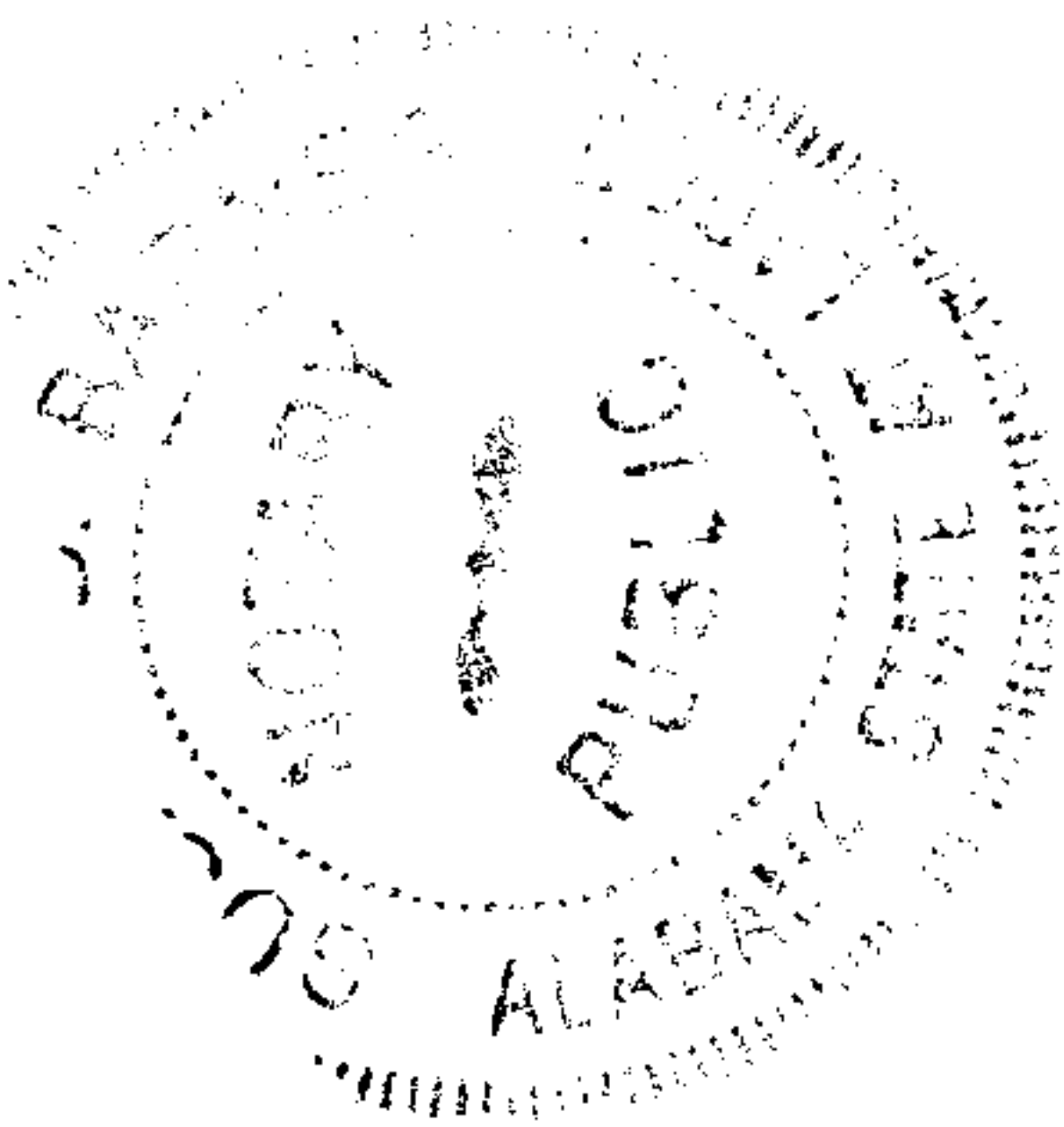
By: Rita M. Black



[Space Below This Line For Acknowledgments]

State of Alabama, Talladega County ss:The foregoing Instrument was acknowledged before me this 18 day of June 2012 by  
Bruce W. Thomas  
Lisa Thomas

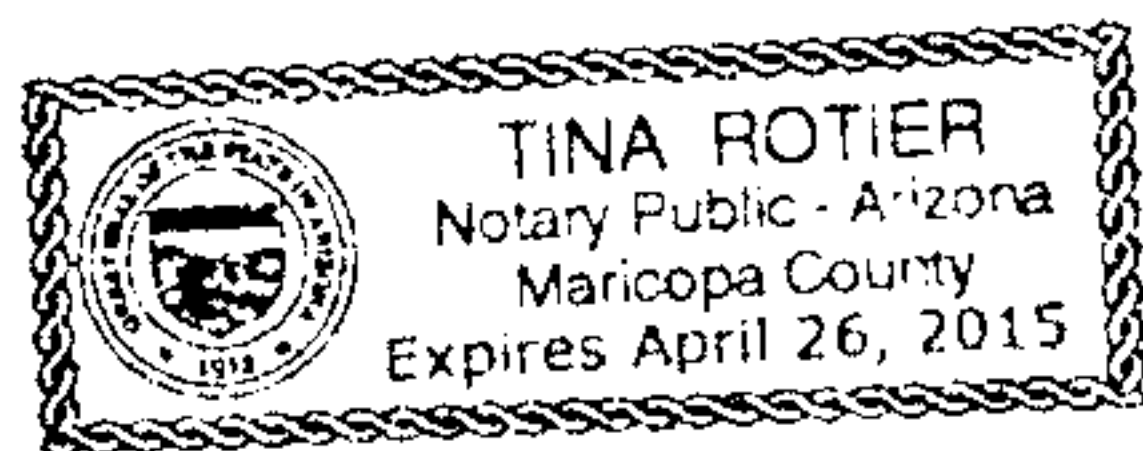
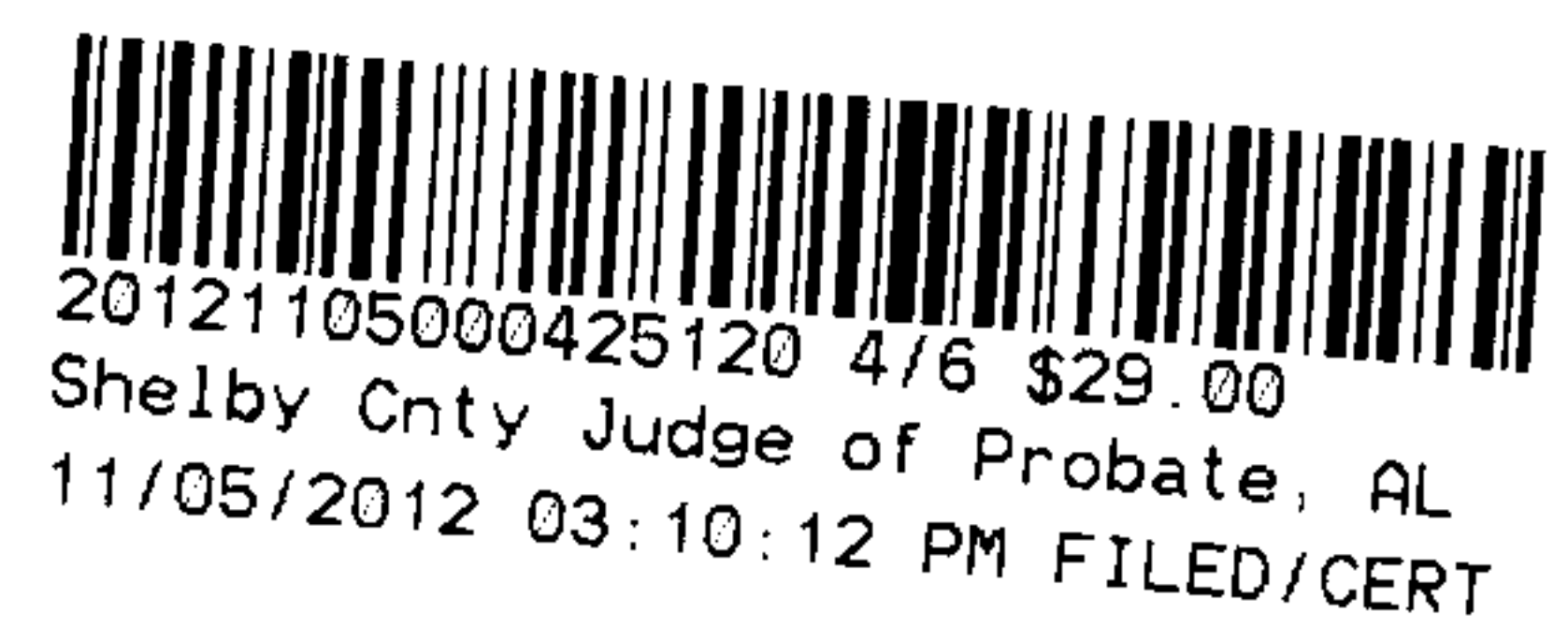
SEAL

Susan B. Bann  
Notary Public8-15-2012  
My Commission Expires

## Lender Acknowledgement

State of Arizona, Maricopa County ss:The foregoing Instrument was acknowledged before me this 6.19.12 by  
Rita M. Black Title CCO

SEAL

Tina Rot  
Notary Public

## WFG LENDER SERVICES

### COMMITMENT

#### EXHIBIT "A"

#### LEGAL DESCRIPTION:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA, TO WIT:

COMMENCE AT AN ALABAMA POWER COMPANY CONCRETE MONUMENT ON THE NORTH BANK OF THE COOSA RIVER AND THE WEST LINE OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 3 EAST, SHELBY COUNTY, ALABAMA, SAID CONCRETE MONUMENT HAVING COORDINATED OF NORTH 1,036,400.07 AND EAST 338,744.62 ON THE ALABAMA EAST ZONE COORDINATE SYSTEM AND RUN NORTH 56 DEGREES 46 MINUTES 50 SECONDS (BEARING RELATIVE TO THE ALABAMA EAST ZONE COORDINATE SYSTEM) A DISTANCE OF 3,116.85 FEET TO A POINT ON THE CENTER LINE OF OLD FERRY ROAD; THENCE S 74 DEGREES 36' 00" E ALONG SAID CENTER LINE A DISTANCE OF 85.57'; THENCE N 82 DEGREES 58' 30" E ALONG SAID CENTER LINE A DISTANCE OF 313.91'; THENCE S 84 DEGREES 17' 10" E ALONG SAID CENTER LINE A DISTANCE OF 380.61'; THENCE N 89 DEGREES 11' 20" E ALONG SAID CENTER LINE A DISTANCE OF 209.49'; THENCE N 85 DEGREES 38' 40" E ALONG SAID CENTER LINE A DISTANCE OF 453.63'; THENCE N 83 DEGREES 14' 40" E ALONG SAID CENTER LINE A DISTANCE OF 40.50'; THENCE S 02 DEGREES 13' 52" W A DISTANCE OF 711.49' TO A SET CAPPED REBAR, SAID POINT BEING THE POINT OF BEGINNING; THENCE S 02 DEGREES 13' 52" W A DISTANCE OF 800.90' TO A 3/8" REBAR; THENCE N 78 DEGREES 18' 19" E A DISTANCE OF 189.08' TO A 5/8" REBAR; THENCE N 06 DEGREES 04' 20" E A DISTANCE OF 740.43' TO A CAPPED REBAR (J.S. PARKS); THENCE N 83 DEGREES 41' 19" W A DISTANCE OF 233.72' TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 3.67 ACRES, MORE OR LESS.


#### ALSO:

A 20' EASEMENT FOR INGRESS AND EGRESS SITUATED IN SECTION 29, TOWNSHIP 19 SOUTH RANGE 3 EAST, SHELBY COUNTY, ALABAMA, LYING 10' EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT AN ALABAMA POWER COMPANY CONCRETE MONUMENT ON THE NORTH BANK OF THE COOSA RIVER AND THE WEST LINE OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 3 EAST, SHELBY COUNTY, ALABAMA, SAID CONCRETE MONUMENT HAVING COORDINATED OF NORTH 1,036,400.07 AND EAST 338,744.62 ON THE ALABAMA EAST ZONE COORDINATE SYSTEM AND RUN THENCE N 56 DEGREES 46' 50"

NOTE: This commitment consists of insert pages labeled Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

SC-16 (11/04)

  
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## WFG LENDER SERVICES


### COMMITMENT

E (BEARING RELATIVE TO THE ALABAMA EAST ZONE COORDINATE SYSTEM) A DISTANCE OF 3116.85' TO A POINT ON THE CENTER LINE OF OLD FERRY ROAD; THENCE S 74 DEGREES 36' 00" E ALONG SAID CENTER LINE A DISTANCE OF 85.57'; THENCE N 82 DEGREES 58' 30" E ALONG SAID CENTER LINE A DISTANCE OF 313.91'; THENCE S 84 DEGREES 17' 10" E ALONG SAID CENTER LINE A DISTANCE OF 380.81'; THENCE N 89 DEGREES 11' 20" E ALONG SAID CENTER LINE A DISTANCE OF 209.49'; THENCE N 85 DEGREES 38' 40" E ALONG SAID CENTER LINE A DISTANCE OF 453.63'; THENCE N 83 DEGREES 14' 40" E ALONG SAID CENTER LINE A DISTANCE OF 40.50'; THENCE CONTINUE N 83 DEGREES 14' 40" E ALONG SAID CENTERLINE A DISTANCE OF 18.22' TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE S 02 DEGREES 13' 52" W A DISTANCE OF 715.62' TO THE POINT OF ENDING OF SAID EASEMENT.

P.I.D#: 06-9-29-0-000-001.018

NOTE: This commitment consists of insert pages labeled Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

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