

20130123000031280 1/4 \$213.00  
Shelby Cnty Judge of Probate, AL  
01/23/2013 02:30:59 PM FILED/CERT

**After Recording Return To:**  
RUTH RUHL, P.C.  
Attn: Recording Department  
2801 Woodside Street  
Dallas, Texas 75204

**This Document Prepared By:**  
RUTH RUHL, P.C.  
Ruth Ruhl, Esquire  
2305 Ridge Road, Suite 106  
Rockwall, TX 75087

Loan No.: 1000603504

## **LOAN MODIFICATION AGREEMENT**

**(Providing for Deferred Payment on the Maturity Date)**

**THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THIS LOAN AND ALL UNPAID INTEREST AND ANY OTHER AMOUNTS THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THIS LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER WITH WHOM YOU HAVE THIS LOAN, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.**

This Loan Modification Agreement ("Modification"), is effective November 1st, 2012, between James E Kelly, a single man

("Borrower") and

Cadence Bank, National Association by: RoundPoint Mortgage Servicing Corporation as its attorney-in-fact

("Lender"),

and amends and supplements (1) the Note (the "Note") made by the Borrower, dated June 28th, 2007, in the original principal sum of U.S.\$ 124,000.00, and (2) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), recorded on July 3rd, 2007, in Mortgage Book N/A, Page N/A, Instrument No. 20070703000313950, Official Records of Shelby County, Alabama. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at 151 Chadwick Drive, Helena, Alabama 35080

**"The original loan amount was \$ 124,000.00 and the Unpaid Principal Balance is \$127,904.43. The portion of the Unpaid Principal Balance which is subject to mortgage registry tax is ~~\$3,904.43~~"**

**\$127,904.43\***

**\*Due to the Maturity Date being extended**

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That real property is described as follows:

LOT 20, ACCORDING TO THE SURVEY OF CHADWICK, SECTOR 2, AS RECORDED IN MAP BOOK 17, PAGE 127, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

PARCEL ID: 13-1-02-1-000-016.046

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

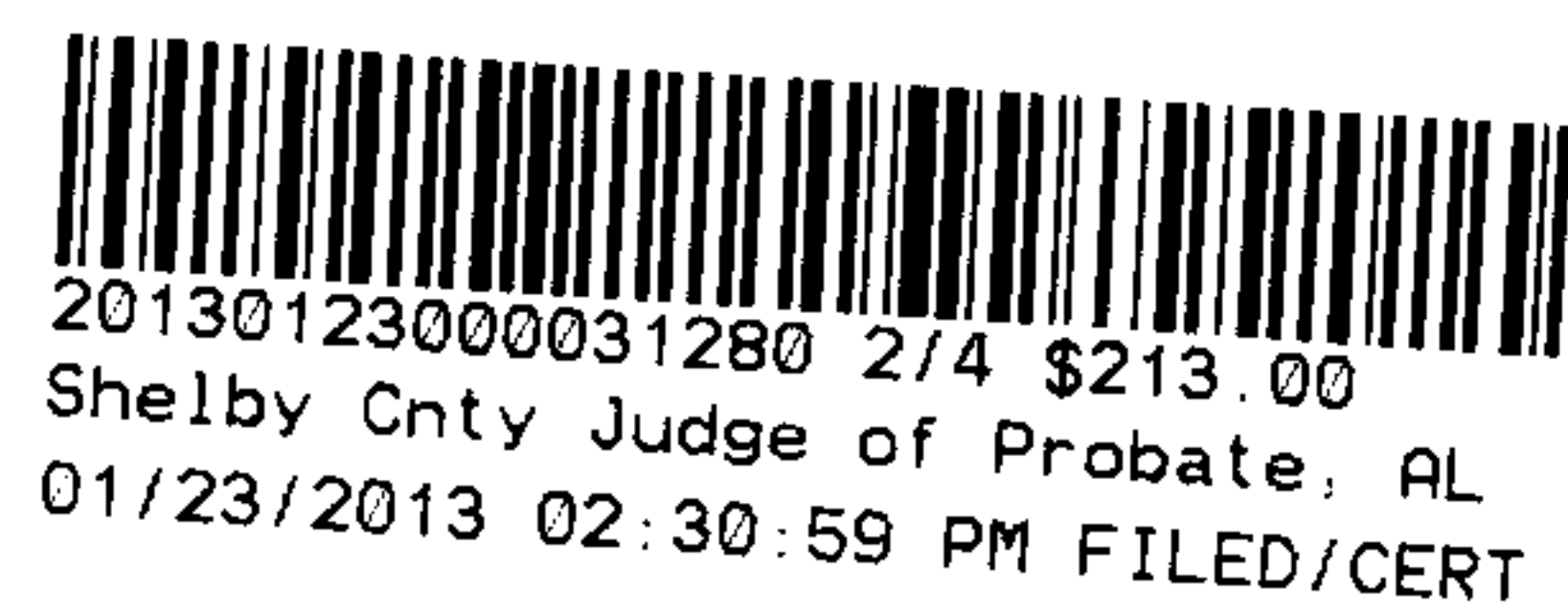
1. The Borrower represents that the Borrower ☒ is, ☐ is not, the occupant of the Property.  
2. As of the date of this Modification, the amount payable under the Note and the Security Instrument is \$127,904.43 (the "Unpaid Principal Balance"). The Unpaid Principal Balance consists of the amount of \$103,470.43, which shall bear interest and amortize in accordance with this paragraph (the "Amortizing Amount") and the amount of \$24,434.00, which shall not bear interest, except as provided in Section 4, and which shall not amortize. This latter amount is herein referred to as the "Deferred Payment" and is further defined in Section 4. The Amortizing Amount shall amortize over 420 months, beginning with the December 1st, 2012 payment.

3. The Borrower promises to pay the Amortizing Amount, plus interest, to the order of the Lender, until the Amortizing Amount has been paid. Interest will be charged on the Amortizing Amount at the yearly rate of 3.000 %, beginning November 1st, 2012 . The Borrower promises to make monthly payments of principal and interest of U.S.\$ 398.21 , beginning on the 1st day of December , 2012 , and continuing thereafter on the same day of each succeeding month. If on November 1st, 2047 , (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at RoundPoint Mortgage Servicing Corporation, 5032 Parkway Plaza Blvd, Charlotte, North Carolina 28217 or at such place as the Lender may require.

4. Borrower acknowledges that interest has accrued but has not been paid and Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest under the Note and the Security Instrument, and that such interest, taxes, insurance premiums and other expenses in the total amount of \$24,434.00 (collectively, the "Deferred Payment") will be due and payable on the Maturity Date or upon payment-in-full of all sums evidenced by the Note and this Modification and secured by the Security Instrument and this Modification, whichever first occurs. The Deferred Payment shall not bear interest if paid on the Maturity Date or if the Loan is paid in full prior to the Maturity Date. The Deferred Payment may not be paid separately prior to the Maturity Date. However, if Borrower defaults hereunder and fails to pay the Deferred Payment on the Maturity Date, then any such unpaid amount shall bear interest at the interest rate borne by the Note from such date up to, but not including, the date full payment of the Deferred Payment is made.

5. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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.





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6. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

7. Borrower agrees that if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, Borrower will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the original promissory note is replaced, the Lender hereby indemnifies Borrower against any loss associated with a demand on the original note. All documents the Lender requests of Borrower under this paragraph 7 shall be referred to as "Documents." Borrower agrees to deliver the Documents within ten (10) days after Borrower receives Lender's written request for such replacement.

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

11-6-12  
Date \_\_\_\_\_ (Seal)  
James E Kelly -Borrower

\_\_\_\_\_  
Date \_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_  
Date \_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_  
Date \_\_\_\_\_ (Seal)  
-Borrower

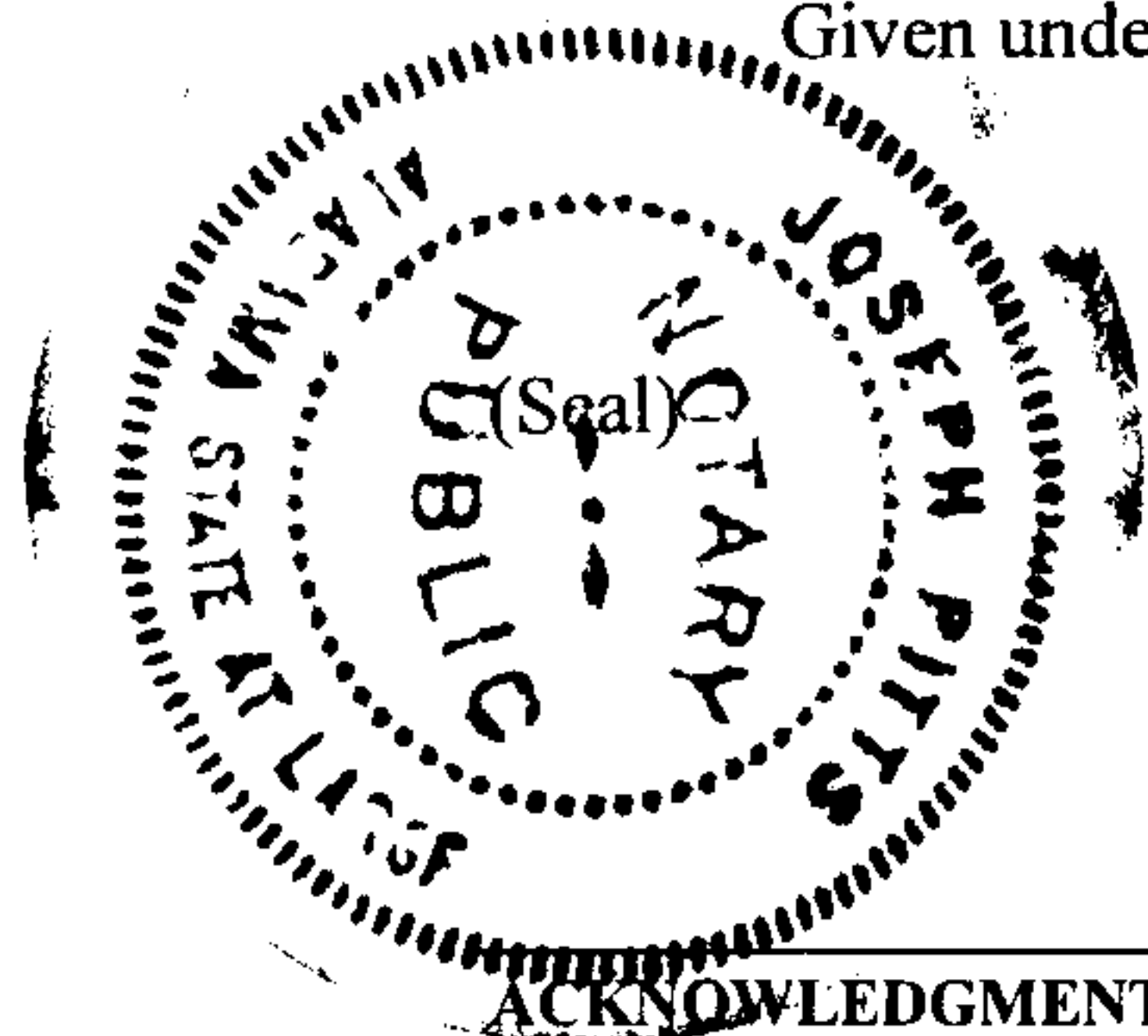
### BORROWER ACKNOWLEDGMENT

State of Alabama §  
County of Shelby §

I, Joseph P. Pitts, Notary Public [name and style of officer],  
hereby certify that James E Kelly

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 6th day of Nov, A.D. 2012.



NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Oct 29, 2014  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

\_\_\_\_\_  
Arlene Mangione  
Style of Officer Notary Public

ACKNOWLEDGMENT (ALABAMA)

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Loan No.: 1000603504

Cadence Bank, National Association  
by: RoundPoint Mortgage Servicing -Lender  
Corporation as its attorney-in-fact

11/27/12

-Date

By: [Signature]  
Its: Portfolio Manager

### LENDER ACKNOWLEDGMENT

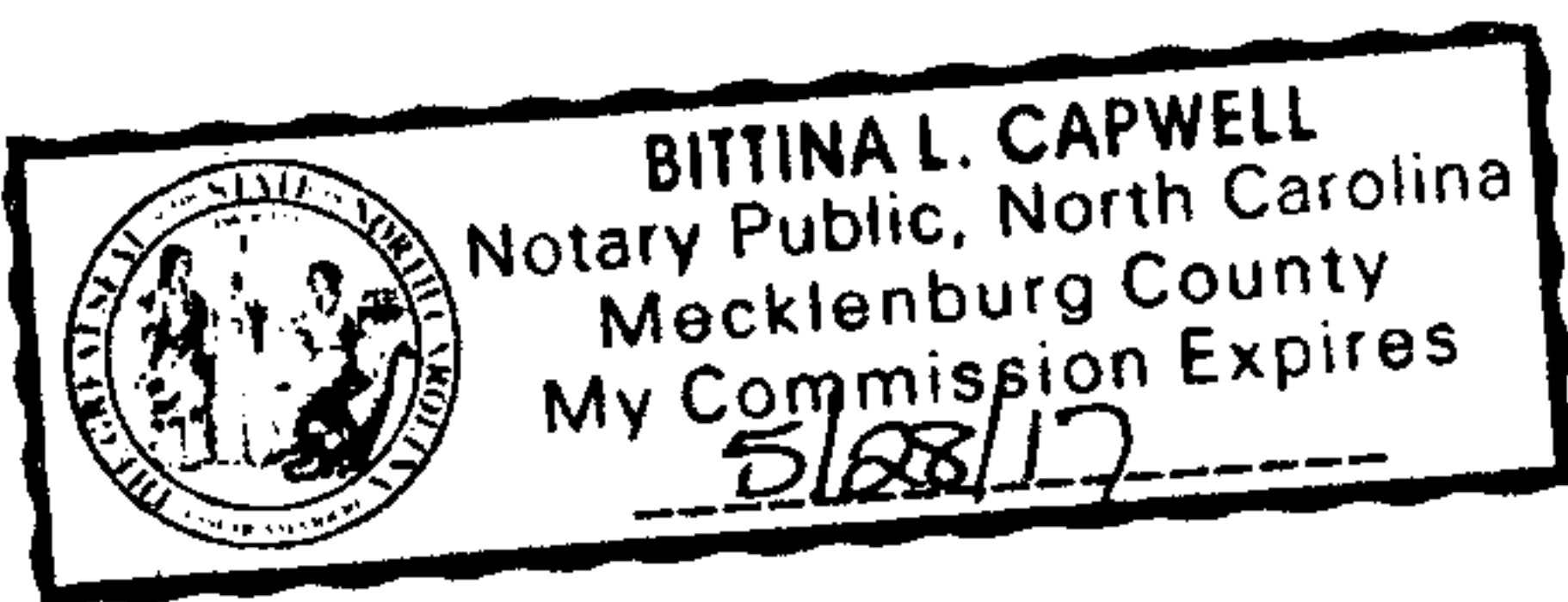
State of §  
County of §

I, Bittina L. Capwell, a Notary Public in and for said County in said  
State, hereby certify that James C. Fresnel whose name as Portfolio Manager  
of Cadence Bank, National Association by: RoundPoint Mortgage Servicing Corporation as its attorney-in-fact

is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being  
informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same  
voluntarily for and as the act of said entity.

Given under my hand this the 27th day of November, 2012.

(Seal)



[Signature]  
Notary Public  
Style of Officer