

20130402000136940 1/6 \$62.10
Shelby Cnty Judge of Probate, AL
04/02/2013 03:30:50 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
2801 Woodside Street
Dallas, Texas 75204

Loan No.: 1000622637

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective November 1st, 2012, between Jason Terrell Mulkey aka Jason T. Mulkey and Delphia Melissa Mulkey aka Delphia M. Mulkey, husband and wife ("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 May 18th, 2007, in the original principal sum of U.S.\$ 23,475.00, and (2) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), recorded on May 29th, 2007, in Mortgage Book N/A, Page N/A, Instrument No. 20070529000247530 which was modified by Modification of Note and Mortgage and Accommodation Agreement dated April 14th, 2010 and recorded on N/A, in Book/Liber N/A, Page N/A, Instrument No. N/A, 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 268 Nottingham Drive, Calera, Alabama 35040

"The original loan amount was \$ 23,475.00 and the Unpaid Principal Balance is \$ 23,301.17. The portion of the Unpaid Principal Balance which is subject to mortgage registry tax is ~~\$0.00~~ \$23,301.17*
* Due to the Maturity Date being extended



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That real property is described as follows:

LOT 57, ACCORDING TO THE FINAL PLAT OF NOTTINGHAM, PHASE 2, AS RECORDED IN MAP BOOK 31, PAGE 62, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

TAX ID: 28-3-05-0-004-029.000

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. 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, costs and expenses, in the total amount of \$ 0.00 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of November 1st, 2012 , the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 23,301.17 .
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.500 % , beginning November 1st, 2012 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 146.04 , beginning on the 1st day of December , 2012 , and continuing thereafter on the same day of each succeeding month. If on November 1st, 2017 , (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. 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.
5. 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.



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6. 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 6 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].

December 26, 2012
 Date

Jason Terrell Mulkey (Seal)
 Jason Terrell Mulkey aka Jason T. Mulkey -Borrower

December 26, 2012
 Date

Delphia Melissa Mulkey (Seal)
 Delphia Melissa Mulkey aka Delphia M. Mulkey -Borrower

 Date

 (Seal)
 -Borrower

 Date

 (Seal)
 -Borrower

BORROWER ACKNOWLEDGMENT

State of Alabama §
 Fulton §
 County of ~~Shelby~~ §

I, Candace McNabb, Notary Public [name and style of officer],
 hereby certify that Jason Terrell Mulkey aka Jason T. Mulkey and Delphia Melissa Mulkey aka Delphia M. Mulkey

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 16 day of December , A.D. 2012 .

(Seal)



Candace McNABB

 Style of Officer Notary Public

Loan No.: 1000622637

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

1/8/13

-Date

By: _____

Its: Portfolio Manager



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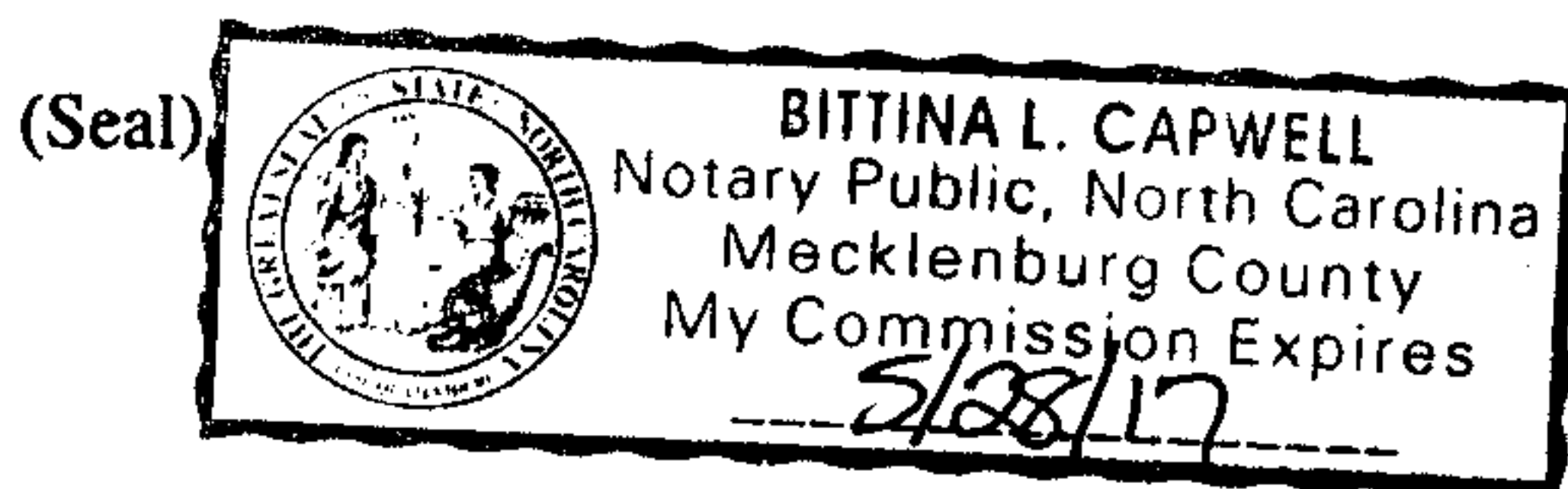
LENDER ACKNOWLEDGMENT

State of NC §
County of Mecklenburg §

I, BITTINA L. CAPWELL, a Notary Public in and for said County in said
State, hereby certify that Faycal Fakhr 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 8th day of January, 2013.



Notary Public

Style of Officer

Loan No.: 1000622637

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BALLOON ADDENDUM

THIS ADDENDUM is made this 1st day of November, 2012, and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date, given by the undersigned (the "Borrower") which modifies Borrower's Note and Security Instrument to Cadence Bank, National Association by: RoundPoint Mortgage Servicing Corporation as its attorney-in-fact (the "Lender")

and covers the Property located at:

268 Nottingham Drive, Calera, Alabama 35040
[Property Address]

In addition to the agreements made in the Loan Modification Agreement, Borrower and Lender further agree as follows:

"THIS LOAN MUST EITHER BE PAID IN FULL AT MATURITY OR CONVERTED TO A MARKET LEVEL FIXED RATE OVER THE EXTENDED REMAINING TERM. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE IF YOU DO NOT QUALIFY. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN. 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 YOU HAVE THIS LOAN WITH, 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."

By signing below, Borrower accepts and agrees to the terms and covenants contained herein.

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

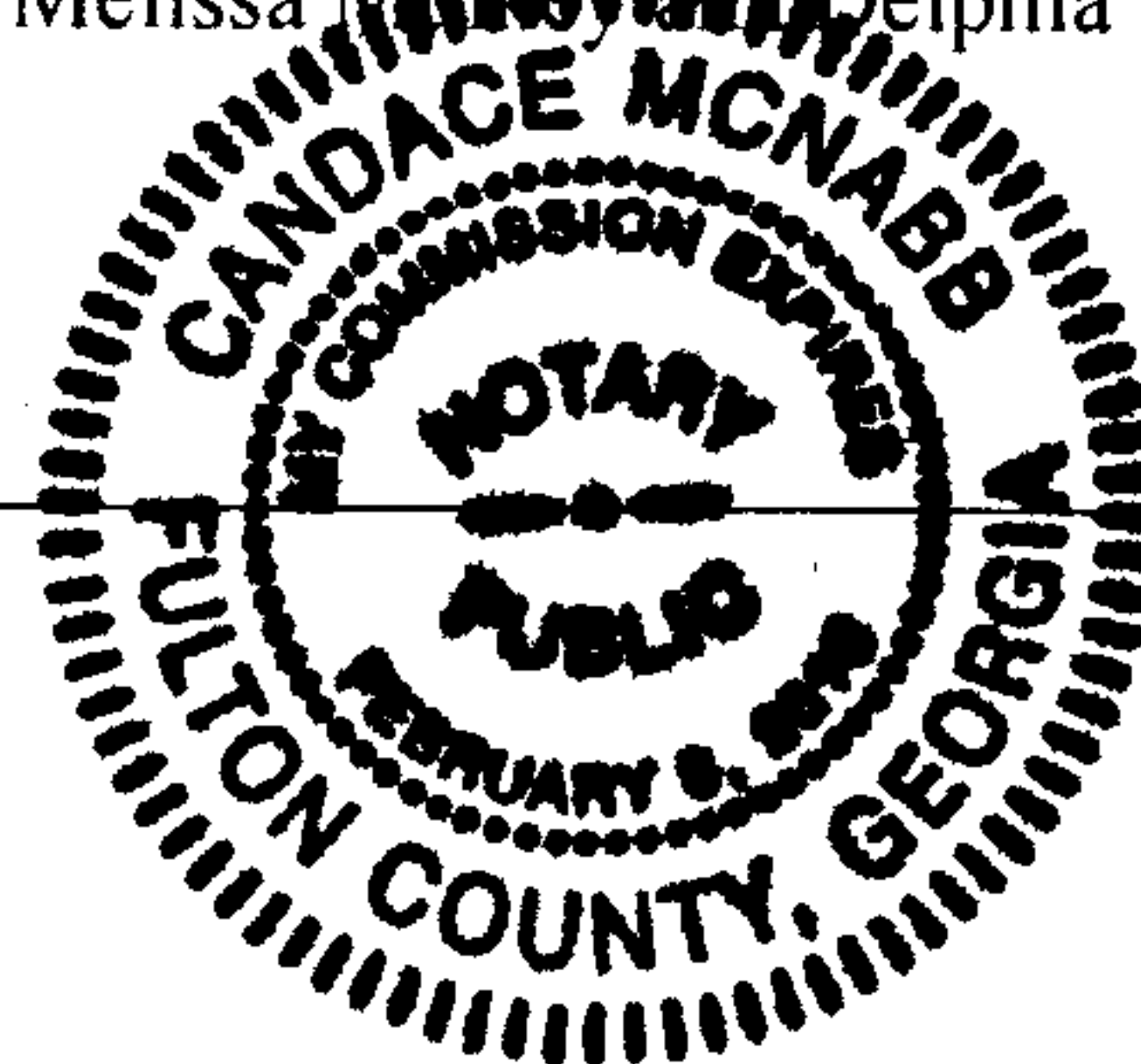
* Please see attached

By:

Its: Portfolio Manager

Jason Terrell Mulkey (Seal)
Jason Terrell Mulkey aka Jason T. Mulkey -Borrower

Delphia Melissa Mulkey (Seal)
Delphia Melissa Mulkey aka Delphia M. Mulkey -Borrower



(Seal)
-Borrower

(Seal)
-Borrower

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By signing below, Borrower accepts and agrees to the terms and covenants contained herein.

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

By:

Its: Portfolio Manager

Please see attached

~~Jason Terrell Mulkey aka Jason T. (Seal)
Mulkey -Borrower~~

~~Delphia Melissa Mulkey aka Delphia M. (Seal)
Mulkey -Borrower~~

~~(Seal)
-Borrower~~

~~(Seal)
-Borrower~~