

20130610000236470 1/6 \$76.65  
Shelby Cnty Judge of Probate, AL  
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*Return to:*  
**TITLE FIRST NATIONAL**  
2944 Fuller Ave, Ste 200  
Grand Rapids, MI 49505



This instrument was prepared by KENNETT LINDSEY Po Box 969 Evansville IN 47708  
6 [Space above This Line for Recording Data] 1533045

**LOAN MODIFICATION AGREEMENT**  
(For Modifying Non Recourse Home Equity Line of Credit Accounts)

Security Instrument Filing Data	
Instrument Dated	<u>AUGUST 21, 2006</u>
Recorded on	<u>8/23/2006</u>
Office Recorded in	<u>SHELBY COUNTY</u>
County	<u>SHELBY COUNTY</u>
Location	<u>CHELSEA AL 35043</u>
Book/Volume/Liber	<u>                    </u>
Page	<u>                    </u>
File	<u>                    </u>
Doc/Instrument Number	<u>20060823000412250</u> Parcel# <u>09-08-34-0-004-001</u>

This Loan Modification Agreement ("Agreement"), effective on 02/01/13 (the "Modification Effective Date") by and between \_\_\_\_\_

DAVID S FREDRICK

JANET C FREDRICK

("Borrower") and SPRINGLEAF FINANCIAL SERVICES OF ALABAMA, INC. FKA American General Financial Services of Alabama, Inc.\* ("Lender"), modifies, amends, and supplements (to the extent this Agreement is inconsistent with their terms): (1) the Mortgage, Deed of Trust, Deed to Secure Debt, or Security Deed ("Security Instrument"), as set forth herein above, and (2) the Home Equity Line of Credit Agreement ("Note"), dated AUGUST 21, 2006, which covers the real and personal property described in the Security Instrument and defined therein as the "Property" located at:

249 TWIN OAKS WAY

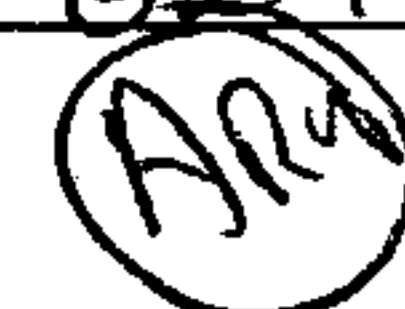
CHELSEA

Co# <u>208589</u>	MLO# <u>827853</u>
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\* Successor By Merger

UNGX11 (10-14-12) HELOC Non-Escrow Modification Agreement



If this Agreement is to be recorded, the real property described is set forth as follows:

LOT 1-A ACCORDING TO A RESURVEY OF LOTS 1 AND 2 , TEIN OAKS AS RECORDED  
IN MAP BOOK 31 PAGE 145 IN THE PROBATE OFFICE OF SHELBY COUNTY , ALABAMA BEING  
SITUATED IN SHELBY COUNTY  
PARCEL # 09-08-34-0-004-001

The New Maturity Date is 4/1/36

This Agreement also supersedes and replaces any prior loan modification agreement(s) between Lender and Borrower as of the effective date of this Agreement.

Terms not defined in this Agreement are as defined in the Note and/or Security Agreement.

As of the Modification Effective Date, the amount of the principal balance payable under the Note and the Security Instrument (the "Unpaid Principal Balance") will be \$ 33001.31. In consideration of the mutual promises and agreements contained herein, Borrower and Lender (together the "Parties") agree that beginning on the Modification Effective Date, and after both Parties have executed this Agreement, (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- ANNUAL PERCENTAGE RATE.** Borrower promises to pay the Principal Balance, plus interest, to the order of Lender. \$ 0.00 of the Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$ 33001.31. The unpaid and deferred interest that has not been capitalized (the "Deferred Interest") will be \$ 0.00. Interest at the Annual Percentage Rate of 5.00% will begin to accrue on the Interest Bearing Principal Balance as of 01/01/13 and the first new monthly payment on the Interest Bearing Principal Balance will be due on 02/01/13. **Assuming no additional sums are advanced under the Note and assuming that all minimum monthly payments are made in full and on time, my payment schedule, including my minimum monthly payments and APR based on the current principal balance, will be:**

Months	Interest Rate	Interest Rate Change Date	Monthly Payment	Payment Begins On
001 - 060 061 - 279	5.00 12.99	01/01/13 01/01/18	200.29 343.52	02/01/13 02/01/18

Minimum monthly payments will be paid until Principal Balance and accrued interest are paid in full.

- Repayment Term.** The assumed repayment term of the Note (and Security Instrument) is 279 months from the date of the Agreement.
- Minimum monthly payments will continue to be calculated in the manner set forth in the Note. Borrower must pay the minimum monthly payment shown on each monthly statement by the payment due date.





4. Place of Payment. Borrower must continue to make the monthly payments in the manner and at such place as Lender may require.
5. Application of Payments. All payments will be applied in the following order:  
first to any Other Charges, then to any Late Charges,  
then to any Credit Insurance Premiums, then to any Escrow Items,  
and finally, to any Finance Charges.
6. 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.
7. 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 of the Note and Security Instrument are forever canceled, null and void, as of the date of this Agreement:
  - (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, 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.
8. 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 this 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.



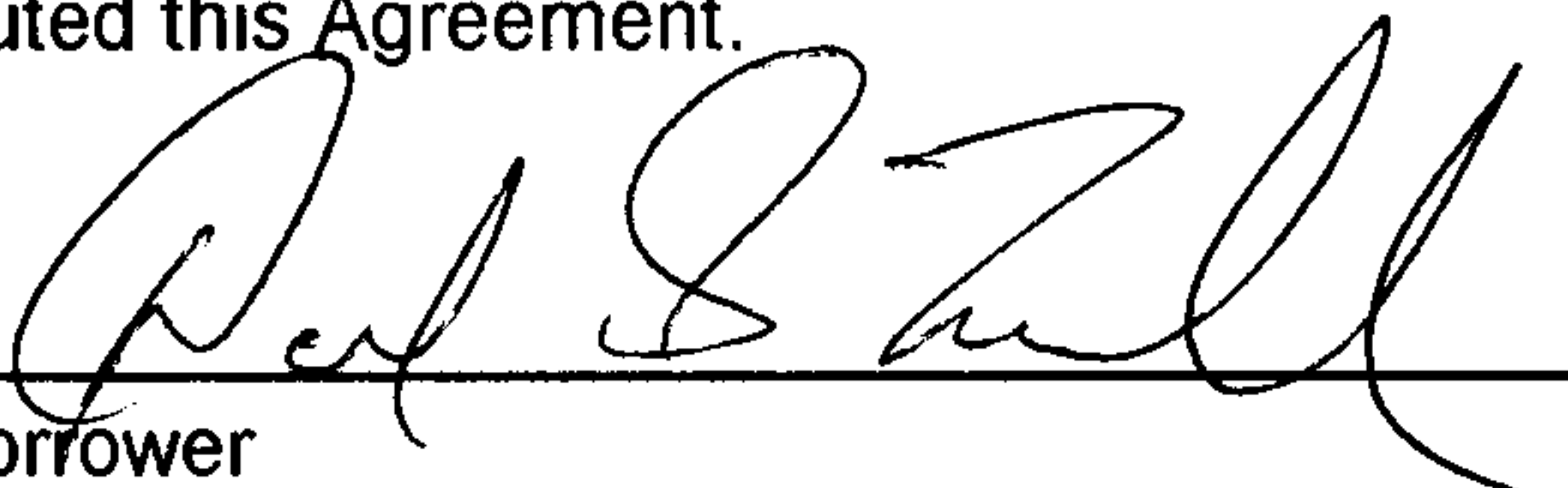
- (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (e) ☐ If checked, I was discharged in a bankruptcy proceeding subsequent to the execution of the Note and Security Instrument. Based on this representation, notwithstanding anything to the contrary in the Agreement, Lender agrees that I will not have personal liability on the Note and Security Instrument pursuant to this Agreement.
- (f) 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.

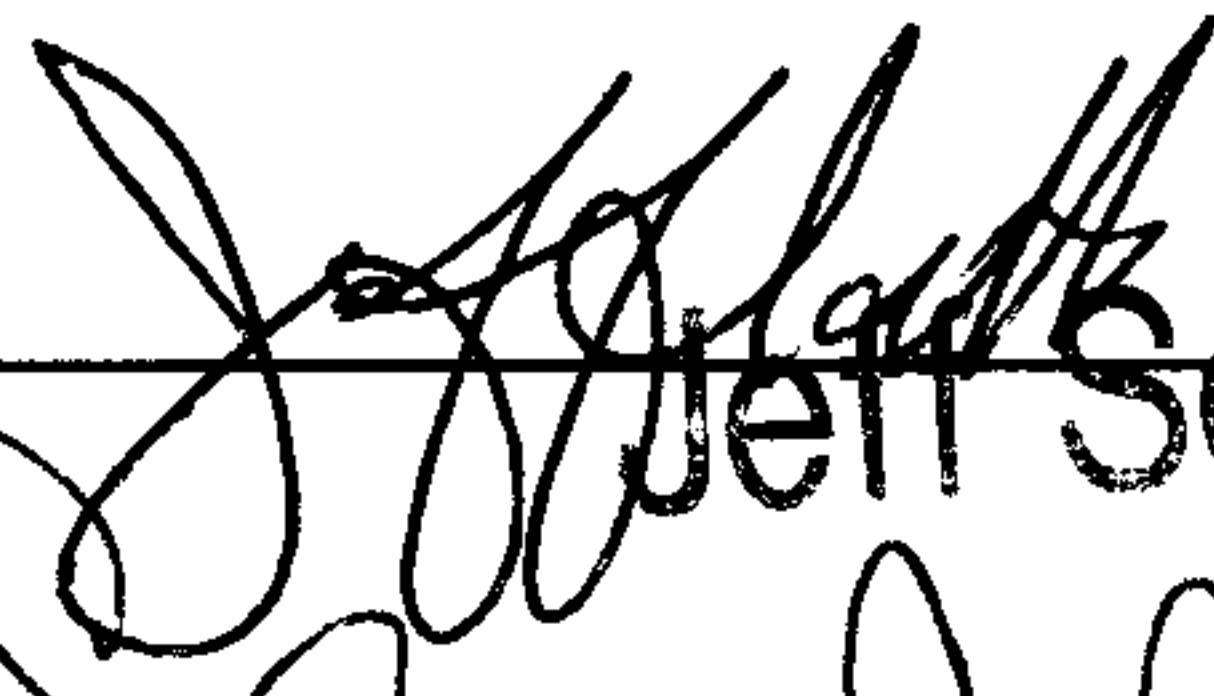
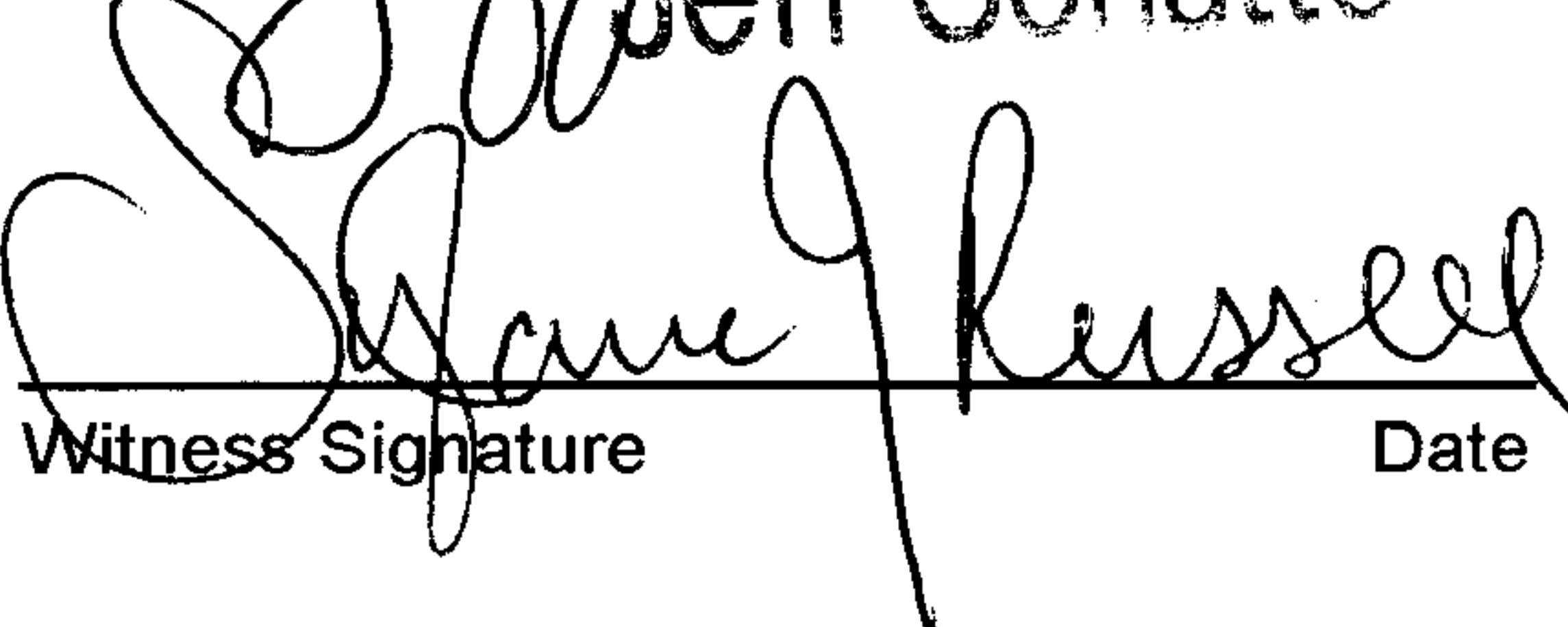
This Agreement modifies the Note and Security Instrument referenced above as expressly provided herein. Except where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

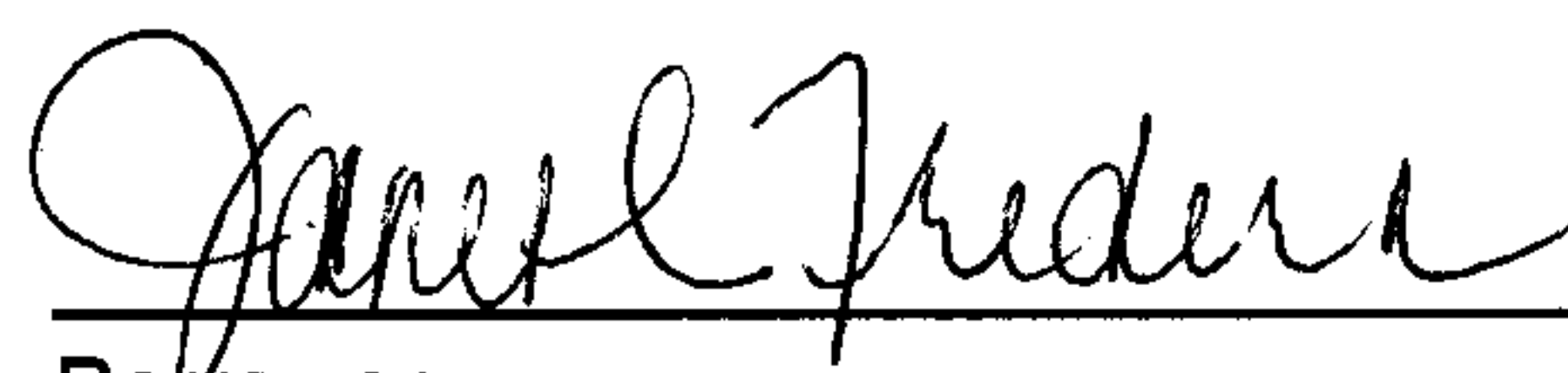
In Witness Whereof, Lender and Borrower have executed this Agreement.

**Springleaf Financial Services**


Name of Lender

 (Seal)  
Borrower  
DAVID S FREDERICK

By:  Jeff Schutte  
  
Witness Signature Date

 (Seal)  
Borrower  
JANET C FREDERICK

 1/22/2013  
Witness Signature Date

  
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STATE OF ALABAMA Shelby, County ss:

On this 22 day of Jan, 2013, I, Casey Williams, a Notary Public in and for said county and said state, hereby certify that David S. Frederick and Janet C. Frederick

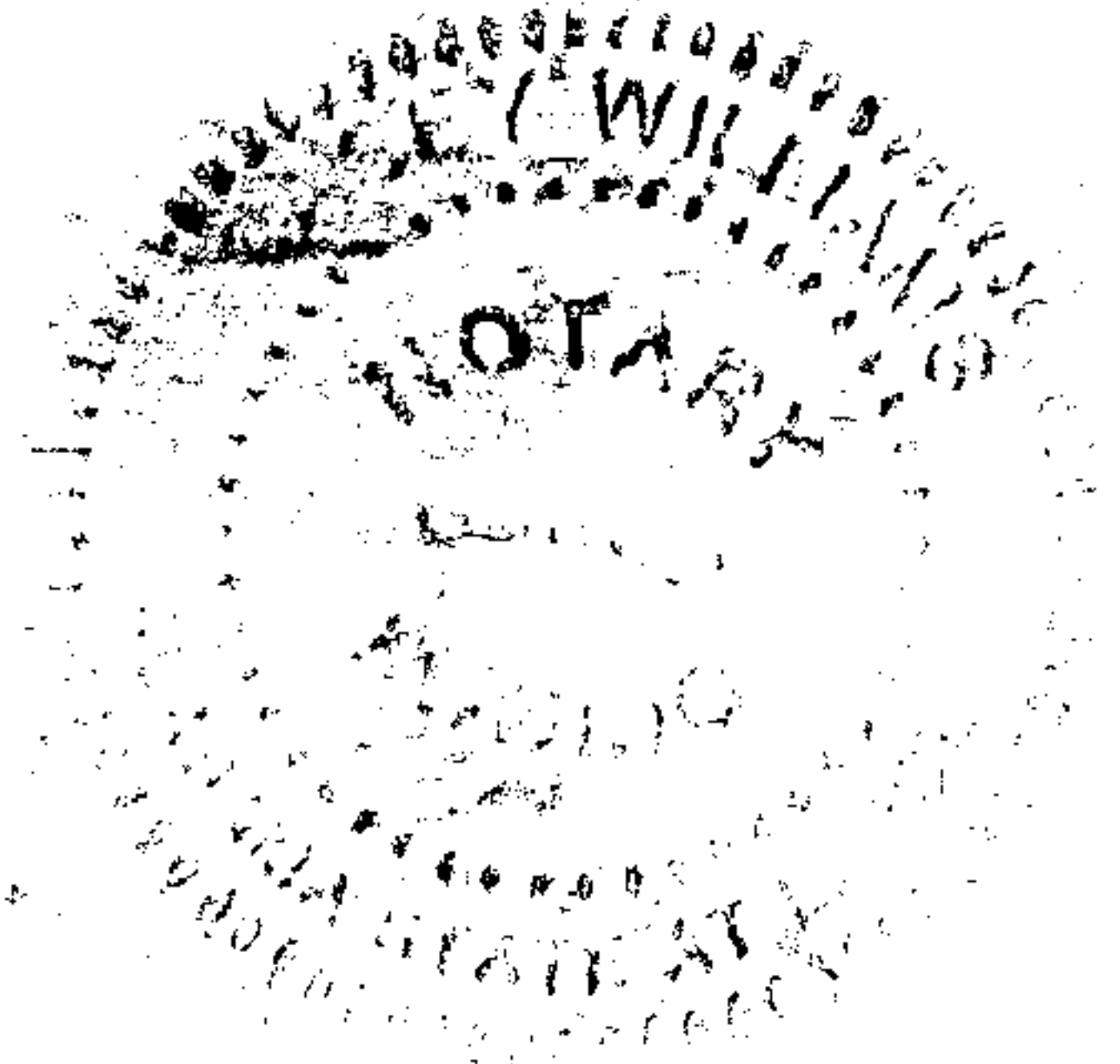
whose name(s) are signed to the foregoing Agreement, and who are known to me, acknowledged before me that, being informed of the contents of the Agreement and executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this the 22 day of January, 2013.

(SEAL)  
My Commission expires: \_\_\_\_\_

MY COMMISSION EXPIRES  
FEBRUARY 10, 2016

Casey Williams  
Notary Public  
Casey Williams



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Shelby Cnty Judge of Probate, AL  
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STATE OF INDIANA, COUNTY OF VANDERBURGH ss:

Before me, VALERIE E. WILLIAMS, a Notary Public in and for said County and State, hereby certify that JEFF SCHUTTE - Bank officer - Springleaf Financial  
(Assistant Secretary) Services of Alabama, Inc.

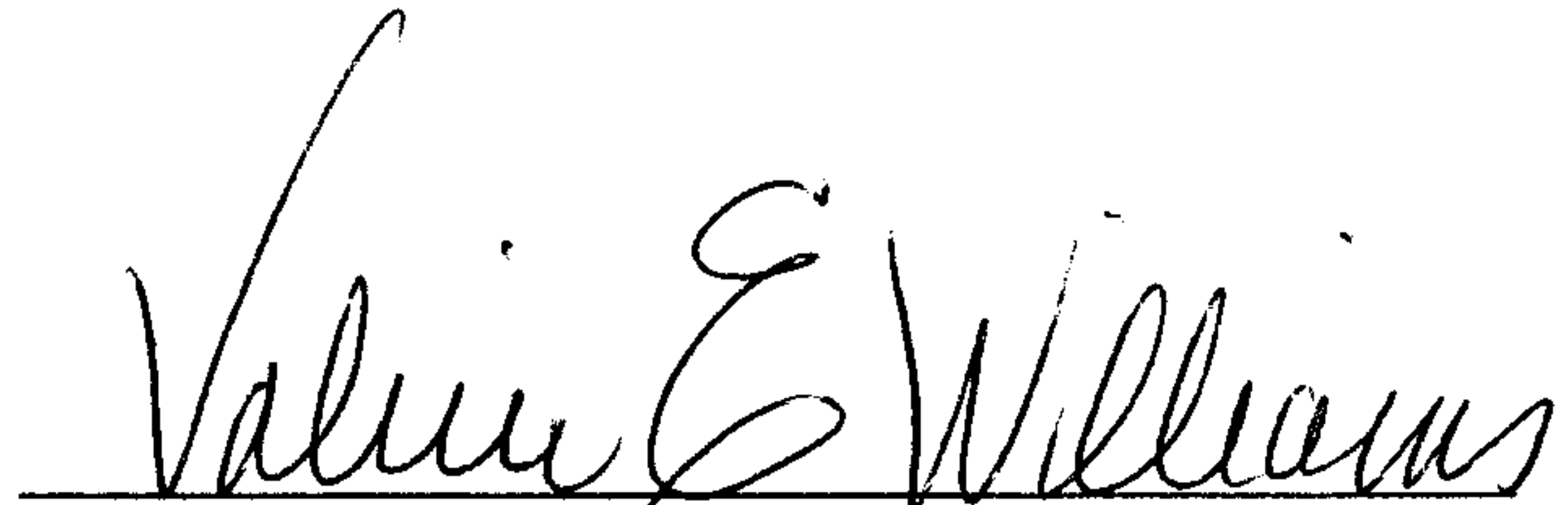
whose name is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

WITNESS my hand and official seal in the county and state aforesaid this 8<sup>th</sup> day of February, 2013.

(SEAL)

My Commission expires:

MAY 24, 2020



Notary Public

VALERIE E. WILLIAMS

VANDERBURGH COUNTY, STATE OF INDIANA



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