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Shelby Cnty Judge of Probate, AL
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MIN: 100233400120802391

MERS Phone: 1-888-679-6377

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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **31st day of July, 2013**, between
Dewey O Barker IV and Caitlin R Barker, husband and wife ("Borrower"),
ALIAN BANK a division of USAmeribank ("Lender"),
Mortgage Electronic Registration Systems, Inc., (MERS) ("Mortgagee"),
amends and supplements:

- (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated November 2, 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 Instrument No. 2012407000428340 of the Probate, Records of Shelby County, 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:

205 Stoneykirk Way
Pelham, AL 35124
(Property Address)

the real property described being set forth as follows:

Lot 1729, according to the Final Plat Stoneykirk at Ballantrae Phase 5, as recorded in Map Book 38, Page 136, in the Probate Office of Shelby County, Alabama.

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. As of **July 31, 2013**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$326,880.00**, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae UNIFORM INSTRUMENT with MERS

Form 3179 1/01

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IDS, Inc. -

Borrower(s) Initials

(Rev. 06/12)
DB CB

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 **4.125%**, from **August 5, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,584.22**, beginning on the **1st day of October, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.125%** will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on **September 1, 2043** (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

ALIAN BANK a division of USAmeribank
200 Aliant Parkway
Alexander City, ALABAMA 35010

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 not 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards 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.

5. 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 payment under the Security Instrument shall also apply to default in the making of the modified payments hereunder.

AB CB



- (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) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) 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.
- (f) **"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the (Mortgagee) of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.**



Mark D Harmon (Seal)
ALiant Bank a division of -Lender
USAmeribank
By: Mark D Harmon, Vice President

Dewey O Barker IV (Seal)
Dewey O Barker IV -Borrower

7/31/13
Date of Lender's Signature

Caitlin R Barker (Seal)
Caitlin R Barker -Borrower

(Seal)
Mortgage Electronic Registration -Mortgagee
Systems, Inc.

(Seal)
-Borrower

STATE OF ALABAMA, Shelby County ss:

On this 31st day of July, 2013, I, Kelly B. Furgerson, a
Notary Public in and for said county and in said state, hereby certify that **Dewey O Barker IV and Caitlin R
Barker**, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged
before me that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily and as
his/her/their act on the day the same bears date.

Given under my hand and seal of office this 31st day of July, 2013.

My Commission Expires: 10-20-14

Kelly B Furgerson
Notary Public

This instrument prepared by:
Kelly B. Furgerson
3150 Hwy. 52 W.
Pelham, AL 35124

KELLY B. FURGERSON
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
October 20, 2014

