

**THIS INSTRUMENT WAS PREPARED BY SHEREESE GEORGE  
WHEN RECORDED, MAIL TO:**

Alabama Housing Finance Authority  
7460 Halcyon Pointe Drive  
2<sup>nd</sup> Floor  
Montgomery, AL 36117  
Loan # 25052339  
MERS #100266722500523390

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**LOAN MODIFICATION AGREEMENT  
(Providing for Fixed Interest Rate)**


This Loan Modification Agreement made this 19th day of August, 2013, between James K. Eskridge and Jessica S. Eskridge, Husband and Wife and MERS as nominee for Superior Bank amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated April 30, 2009 and recorded in Instrument No. 20091229000471750 filed December 29, 2009 of the Shelby County Judge of Probate Records of Helena, 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 14 Mitchell Street, Wilsonville, Alabama 35186

The real property described being set forth as follows:

Lot 1, 2, and 3, according to Mitchell Subdivision, Wilsonville, Alabama, as shown by map recorded in Map Book 4, Page 41, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

1. As of October 1, 2013, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$138,367.95, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 3.5%, from October 1, 2013 to September 1, 2043. Borrower promises to make monthly payments of principal and interest of U.S. \$621.33, 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 3.5% will remain in effect until principal and interest are paid in full. 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.
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 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.

  
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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 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 there under 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.

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Witness the hand seal of each of the undersigned as the day and year first above written.

Witness (Signature)

Witness (Signature)

James K. Eskridge

(Signature)

(SEAL)

(Borrower)

Jessica S. Eskridge

(Signature)

(SEAL)

(Co-Borrower)

State of

Alabama

County of

Shelby

I, the undersigned authority, A Notary Public in and for said State and County hereby certify that James K. Eskridge whose names 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 this conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 24 day of August, 2013.

(Notary Public)

My Commission Expires:

4.13.14

LENDER: Alabama Housing Finance Authority.

BY:

Gregory E. Beavers

ITS: Servicing Manager

STATE OF ALABAMA  
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Greg Beavers whose name as Servicing Manager and whose name as Servicing Manager respectively, of Alabama Housing Finance Authority are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they who are known to Alabama Housing Finance Authority.

Given under my hand and seal of office this 30<sup>th</sup> day of August, 2013.

(Notary Public)

My Commission Expires:

My commission expires 3/16/2015.

