



20130924000385010 1/4 \$652.70  
Shelby Cnty Judge of Probate, AL  
09/24/2013 02:53:34 PM FILED/CERT

**Source of Title**

~~Deed Book~~ Instrument No.:  
Page 20100317000078250

**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.: 1000632297

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective May 1st, 2013, between Theresa W. Campbell, a married woman ("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 March 11th, 2010, in the original principal sum of U.S.\$ 409,900.00, and (2) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), recorded on March 17th, 2010, in Mortgage Book N/A, Page N/A, Instrument No. 20100317000078260, 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 433 Sterling Park Circle, Alabaster, Alabama 35007.

**"The original loan amount was \$ 409,900.00 and the Unpaid Principal Balance is \$ 419,747.34. The portion of the Unpaid Principal Balance which is subject to mortgage registry tax is ~~\$9,847.34~~ \$419,747.34\*"**

\*Due to the Maturity Date being extended

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That real property is described as follows:

LOT 82, ACCORDING TO THE SURVEY OF STERLING GATE, SECTOR 5, AS RECORDED IN MAP BOOK 37, PAGE 114, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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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 \$ 23,662.51 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of May 1st, 2013 , 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. \$ 419,747.34 .
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 3.570 % , beginning May 1st, 2013 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,679.61 , beginning on the 1st day of June , 2013 , and continuing thereafter on the same day of each succeeding month. If on July 1st, 2051 , (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].

05/31/2013  
Date

*Theresa W. Campbell* (Seal)  
Theresa W. Campbell -Borrower

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

**BORROWER ACKNOWLEDGMENT**

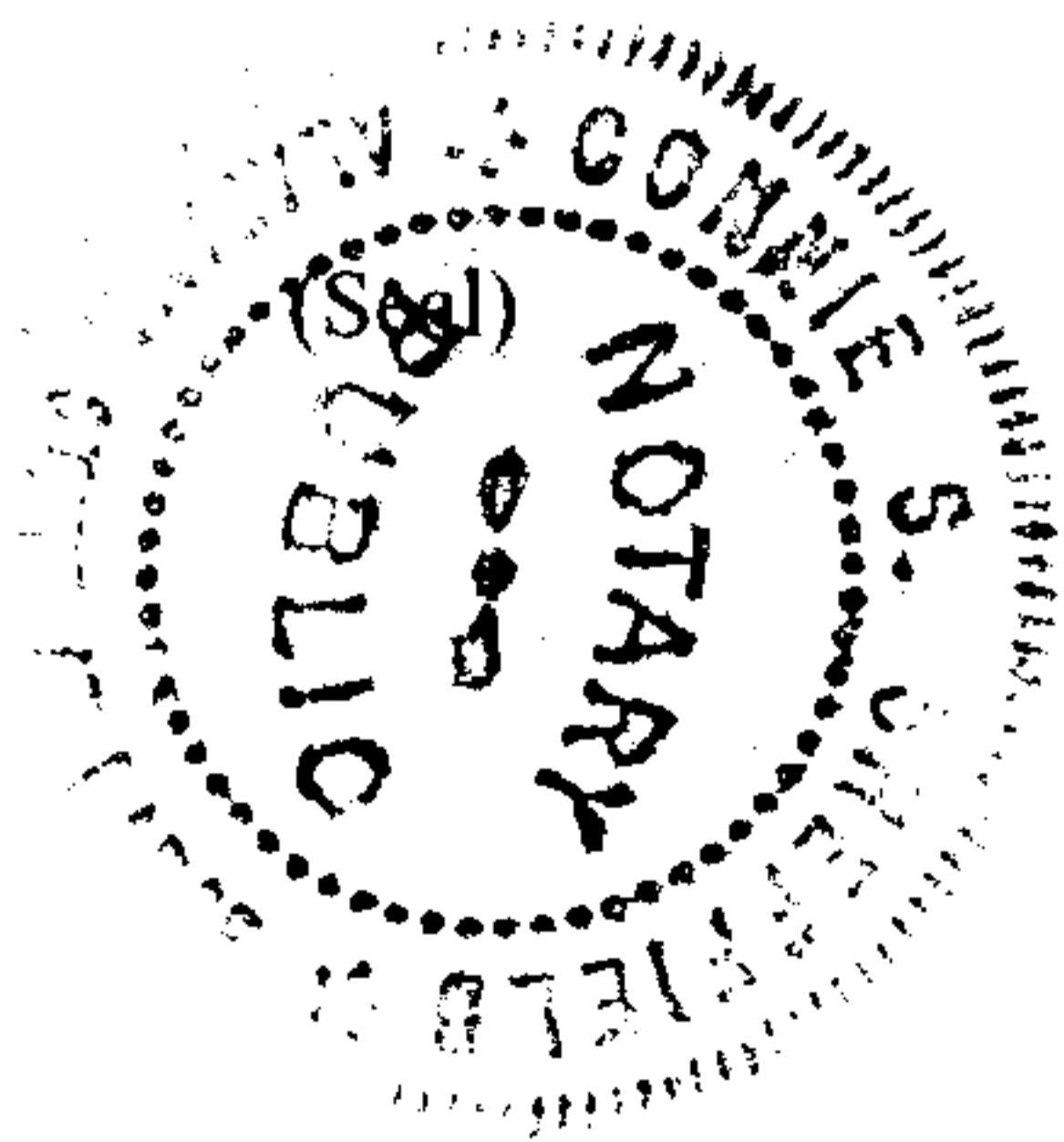
State of Alabama §  
County of ~~Shelby~~ Jefferson §

I, *Connie S. Shuffield, Notary Public*, [name and style of officer],  
hereby certify that Theresa W. Campbell

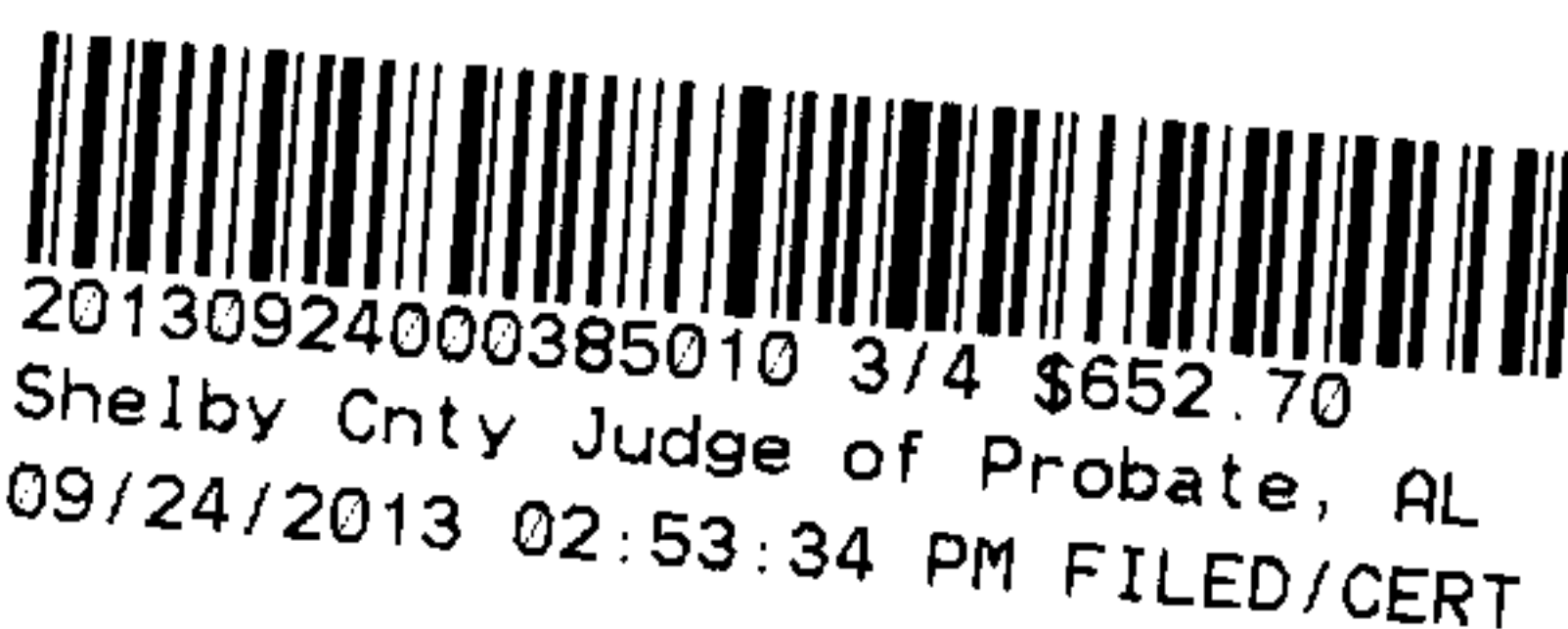
whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this *31<sup>st</sup>* day of *May 2013*, A.D.

*Connie S. Shuffield*  
Notary Public  
Style of Officer



**MY COMMISSION EXPIRES FEBRUARY 10, 2015**



Loan No.: 1000632297

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

June 11, 2013 -Date

By: [Signature]

Its: Portfolio Manager

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**LENDER ACKNOWLEDGMENT**

State of North Carolina §  
County of Mecklenburg §

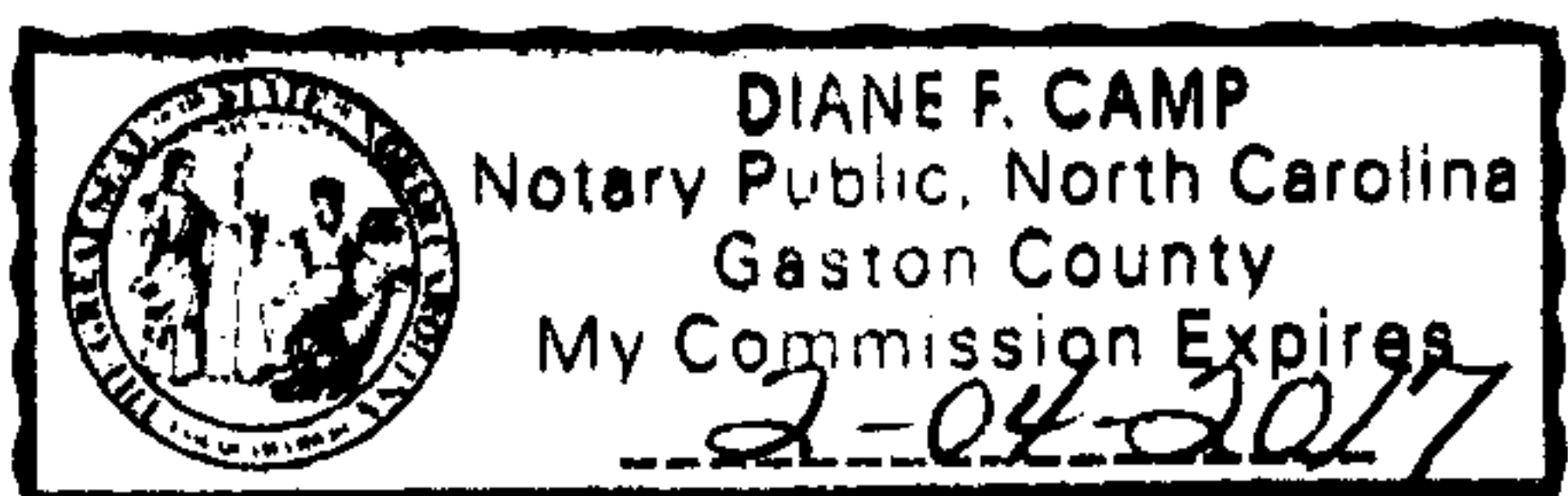
I, Diane F. Camp, a Notary Public in and for said County in said State, hereby certify that Adam Williams whose name as Portfolio Manager of Cadence Bank, National Association by: RoundPoint Mortgage Servicing Corporation as its attorney-in-fact

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 11th day of June, 2013.

(Seal)

[Signature: Diane F. Camp]



Notary Public  
Style of Officer