



20131004000398270 1/5 \$356.00
Shelby Cnty Judge of Probate, AL
10/04/2013 09:15:19 AM FILED/CERT

MIN: 100233400130400129

MERS Phone: 1-888-679-6377

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CORRECTIVE

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 13th day of September, 2013, between
Dale Lynn Garrard, an unmarried man ("Borrower"),
ALIA NT 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 April 29, 2013 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 Number 20130503000181240** 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:

1043 Baldwin Lane
Birmingham, AL 35242
(Property Address)

the real property described being set forth as follows:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION.

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 September 13, 2013, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$220,000.00, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.

This instrument is being re-recorded to reflect the signature of a representative of Mortgage Electronic Registration Systems, Inc.

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

Form 3179 1/01
(Rev. 06/12)

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IDS, Inc. -

Borrower(s) Initials _____



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CLAYTON T. SWEENEY, ATTORNEY AT LAW

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 **4.625%**, from **September 13, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,131.11**, beginning on the **1st day of November, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.625%** 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 **October 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

ALiant BANK a division of USAmeribank
100 Century Park S Ste 200
Birmingham, ALABAMA 35226

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.

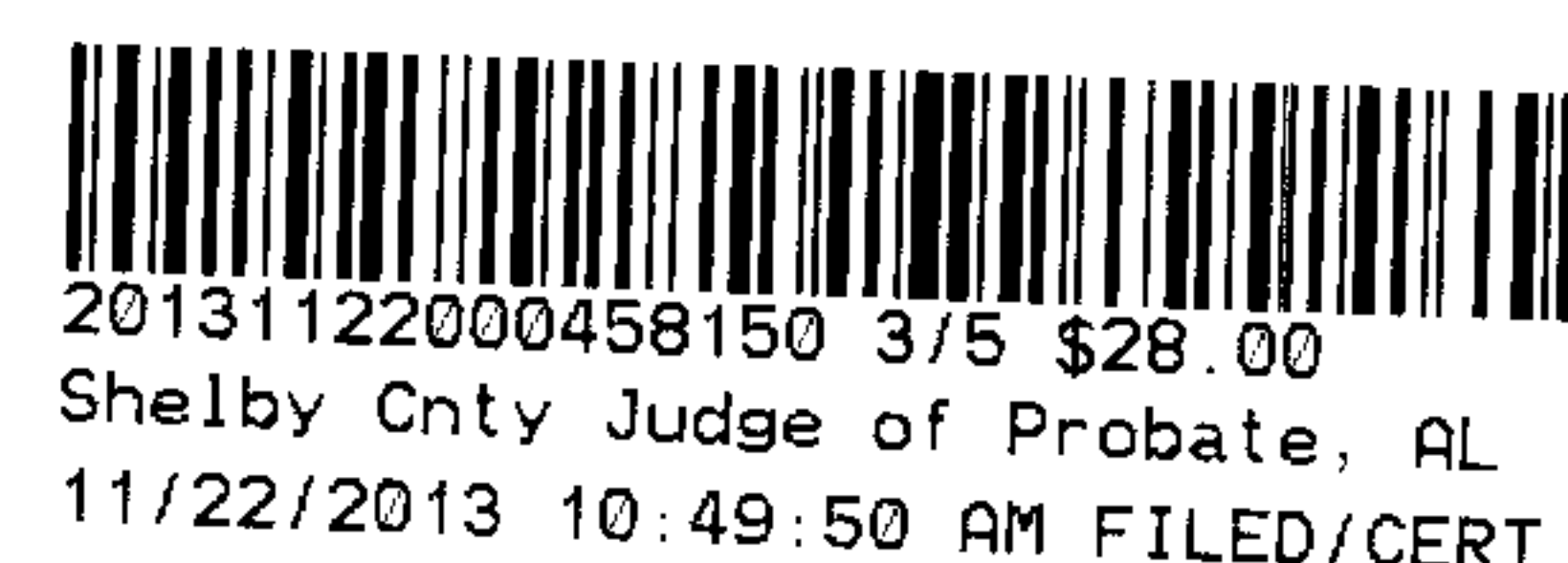
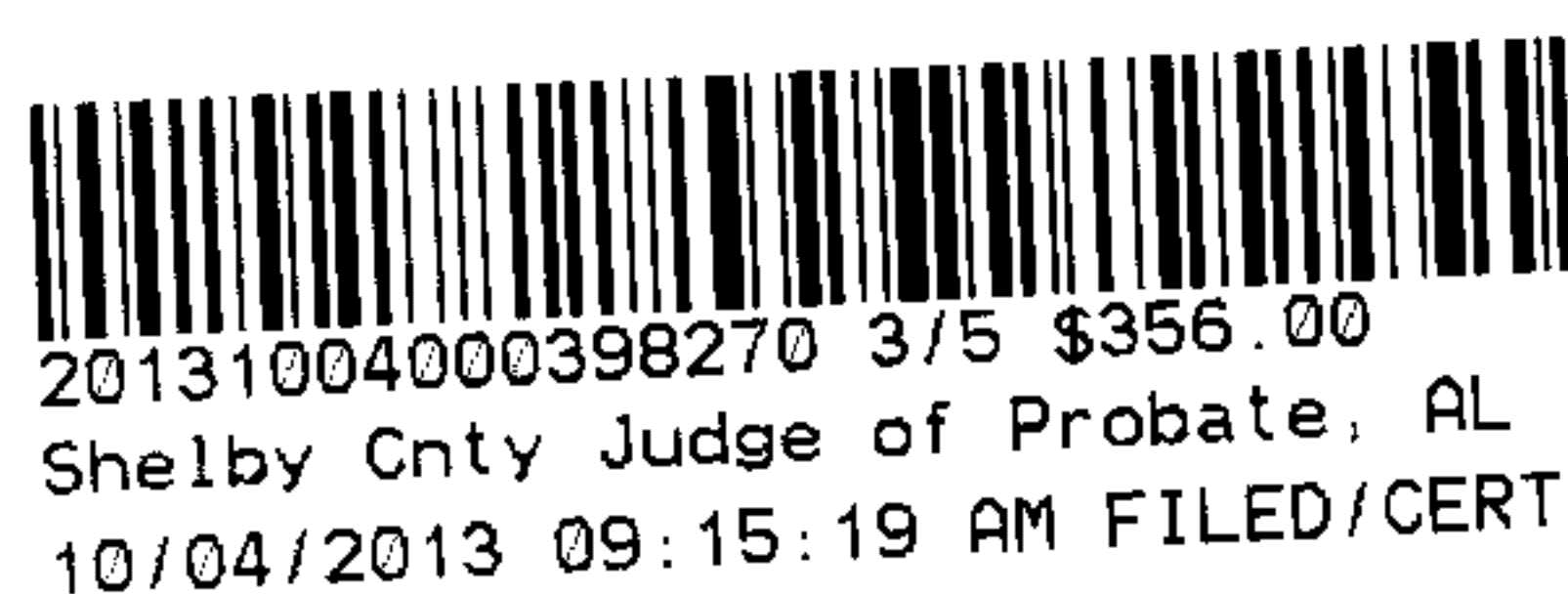


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- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security 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

Dale Lynn Garrard (Seal)
Dale Lynn Garrard -Borrower

9/13/13
Date of Lender's Signature

____ (Seal)
-Borrower

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

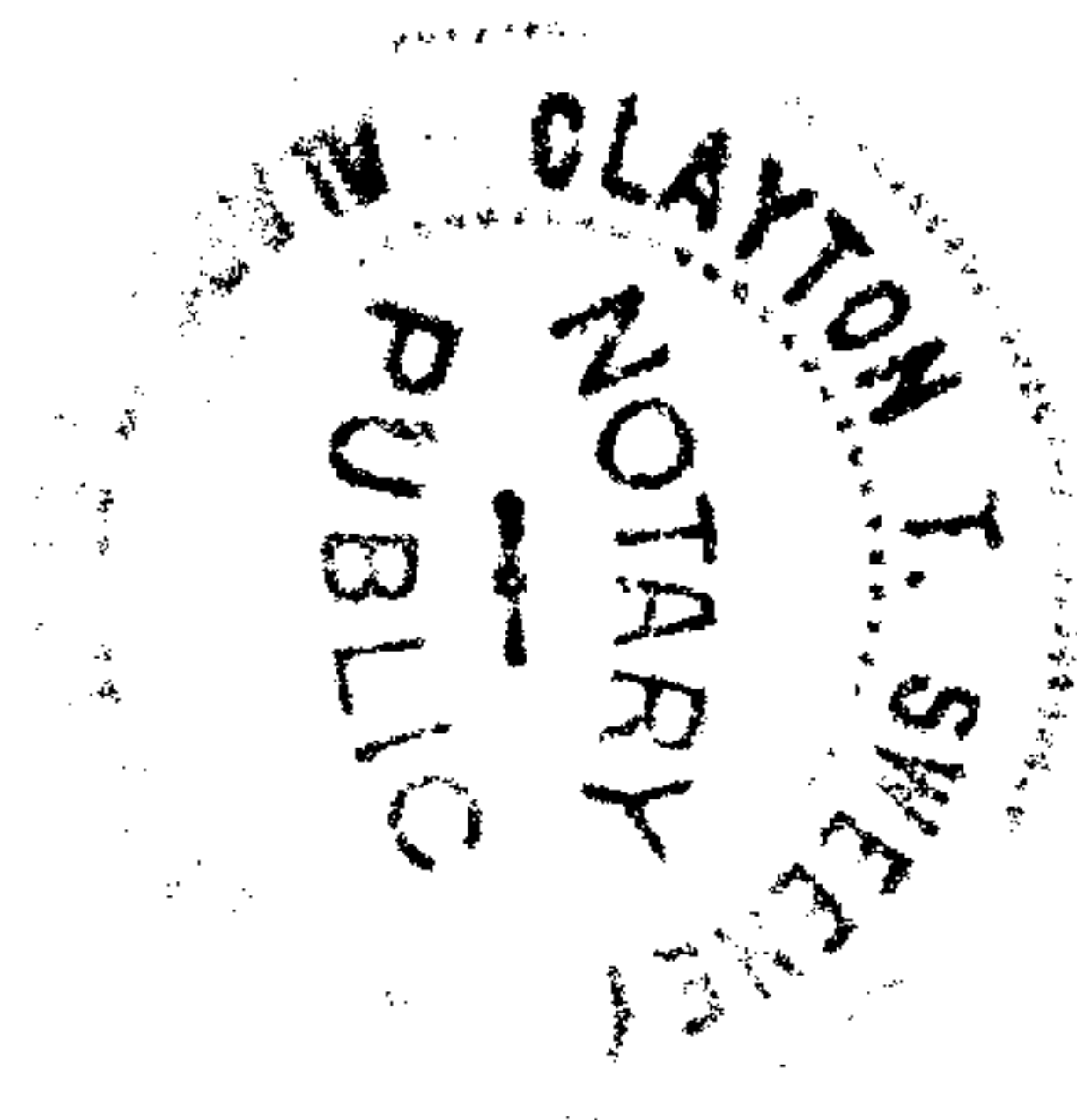
____ (Seal)
-Borrower

STATE OF ALABAMA, Jefferson County ss:

On this 13th day of September, 2013, I, Clayton T. Sweeney, a Notary Public in and for said county and in said state, hereby certify that **Dale Lynn Garrard**, whose names(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me that, being informed of the contexts of the instrument, 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 officer this 13th day of September, 2013.

My Commission Expires: 6/5/2015



[Signature]
Notary Public

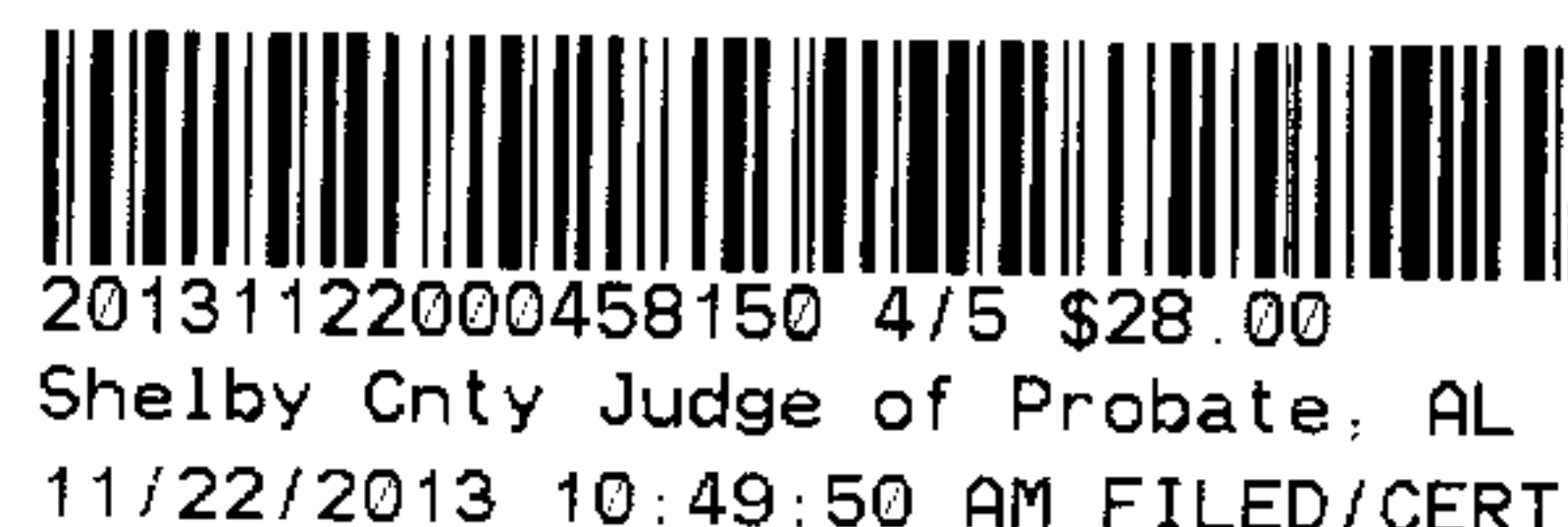
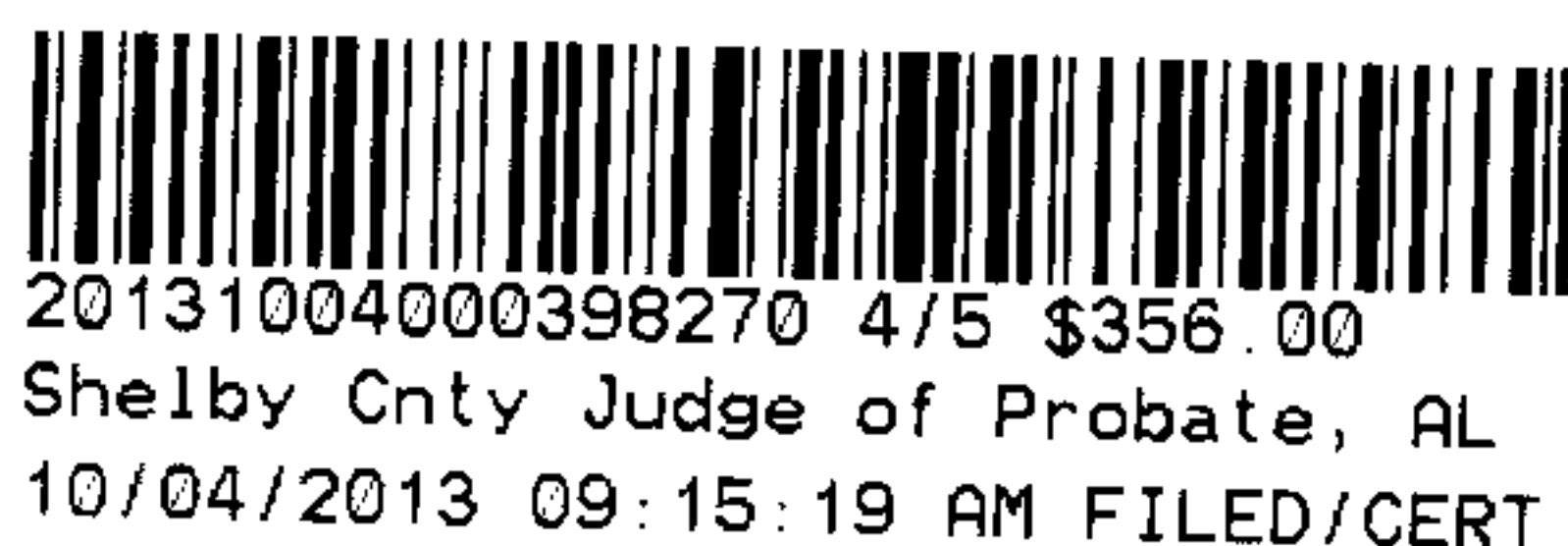


EXHIBIT A
LEGAL DESCRIPTION

Lot 2828, according to the Survey of Highland Lakes, 28th Sector, an Eddleman Community, as recorded in Map Book 34, Page 30, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Instrument #1996-17543 and further amended in Instrument #1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 28th Sector, recorded as Instrument #20041109000615190 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

D.G.



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