

**THIS INSTRUMENT WAS PREPARED BY ALICIA TENSLEY
WHEN RECORDED, MAIL TO:**

Alabama Housing Finance Authority
7460 Halcyon Pointe Drive
2nd Floor
Montgomery, AL 36117
Loan # 7154

[Space Above This Line For Recording Data]

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

This Loan Modification Agreement made this 11th day of December, 2013, between Mary H Epperson., an unmarried woman and New South Federal Saving Bank amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated May 27, 1998 and recorded in Book 1998, Page 20253, filed June 2, 1998 of the Shelby County Judge of Probate Records of Columbiana, 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 349 Lily Drive, Sterrett, Alabama 35147

The real property described being set forth as follows:

See Exhibit A Attached

1. As of October 1, 2013, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$54,541.50, 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 6.59%, from October 1, 2013 to September 1, 2053. Borrower promises to make monthly payments of principal and interest of U.S. \$322.82, 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 6.59% will remain in effect until principal and interest are paid in full. If on September 1, 2053 (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.

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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Shelby Cnty Judge of Probate, AL
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Witness the hand seal of each of the undersigned as the day and year first above written.

Sylvia Johnson
Witness (Signature)

Mary H Epperson (SEAL)
Mary H. Epperson (Signature) (Borrower)

State of ALABAMA)

County of SHELBY)

I, the undersigned authority, A Notary Public in and for said State and County hereby certify that MARY H EPPERSON 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 27th day of JAN, 2014.

Carrie Gypson
(Notary Public)
My Commission Expires: 06-07-2015

LENDER: Alabama Housing Finance Authority

BY: Alvinia McKee 2/13/14
Alvinia McKee
ITS: Default Services Supervisor

BY: Gregory E. Beavers
Gregory E. Beavers
ITS: Servicing Manager

STATE OF ALABAMA
COUNTY OF MONTGOMERY

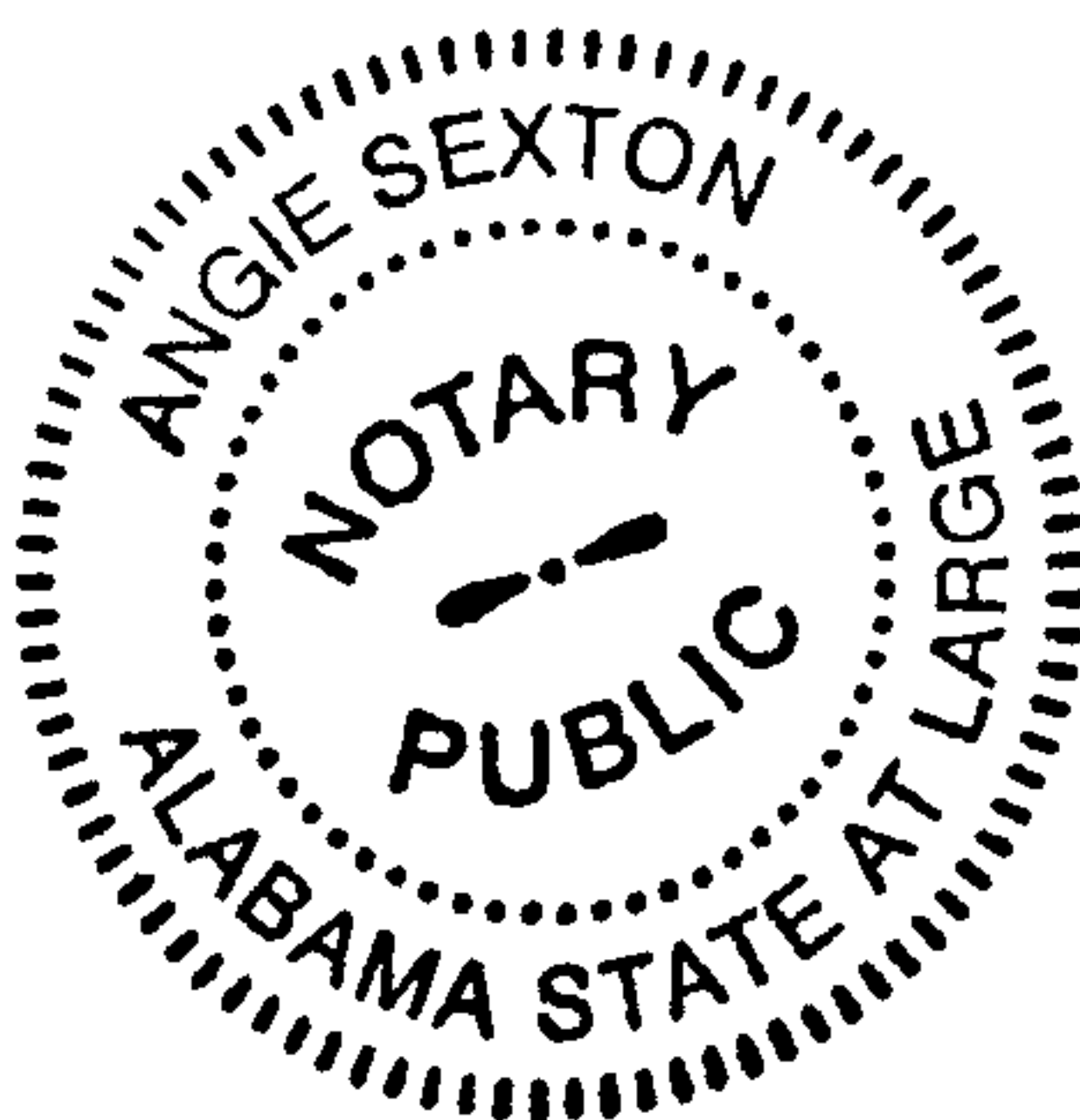
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gregory E. Beavers and Alvinia McKee whose name as Servicing Manager and Default Services Supervisor whose name as Servicing Manager respectively, of Alabama Housing Finance Authority are signed to the foregoing 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 13th day of February, 2014.

Angie Sexton
Notary Public

My Commission Expires:

My commission expires 09/18/2017



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Loan #: 7154

Exhibit A
LEGAL DESCRIPTION

The following described property:

The following described real estate, situated in Shelby County, Alabama, to-wit:

Commence at the Northeast corner of the Northeast 1/4 of Southeast 1/4 of Section 11, Township 19 South, Range 1 West; thence South along the East line of same 513.16 feet to the point of beginning; thence continue along last named course 340.00 feet; thence North 89 degrees 20 minutes West 263.95 feet to the East line of a 25.0 feet easement; thence North 0 degrees 29 minutes East along said easement 340.00 feet; thence South 89 degrees 20 minutes East 261.08 feet to the point of beginning.

Being a part of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 11, Township 19 South, Range 1 West, and being Parcel No. 13, according to survey F. W. Meade, Registered Land Surveyor, dated February 10, 1987.

Also, a non-exclusive easement for ingress and egress to and from the above described parcel, and to and from other parcels now or formerly owned by Earl Brasher, and to and From Shelby County Highway No. 43, which is also known as the Bear Creek Road, said easement being more particularly designated as described as being of a uniform width of 25.00 feet, the centerline thereof being described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Southeast 1/4 of Section 11, Township 19 South, Range 1 West; thence North 89 degrees 04 minutes West along the South line of said 293.15 feet to the point of beginning of the centerline of 25.00 feet easement; thence North 0 degrees 29 minutes East 1333.87 feet to the South line of the Southeast 1/4 of Northeast 1/4 of said Section 11; thence North 6 degrees 48 minutes East 201.97 feet; thence North 36 degrees 47 minutes West 106.56 feet; thence North 4 degrees 01 minutes West 382.46 feet; thence North 22 degrees 13 minutes West 293.34 feet; thence North 30 degrees 27 minutes West 183.95 feet to the Southerly right of way line of Bear Creek Road, and the end of the easement.

Assessor's Parcel No: 091110000012010



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