

Prepared by: Michael L. Riddle
Middleberg Riddle Group
717 N. Harwood, Suite 1600
Dallas, TX 75201

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08/08/2014 01:53:31 PM
MORTAMEN 1/6

Recording Requested By and Return To:
QUICKEN LOANS INC.
SERVICING CLIENT SOLUTIONS TEAM
635 WOODWARD
DETROIT, MI 48226

Source of Title: Deed Book _____, Page _____
[Space Above This Line For Recording Data]

Loan No: 3310659122

Data ID: 358

Borrower: Kathy L. Brasher

Modified Interest Bearing Amount: \$86,102.66
Original Principal Amount: \$86,575.00
Modified Principal Amount: \$86,102.66

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

MIN: 1000390-3310659122-9

This Loan Modification Agreement ("Agreement"), made this 10th day of July, 2014, between Kathy L Brasher, whose address is 46276 Highway 25, Vincent, ALABAMA 35178 ("Borrower"), QUICKEN LOANS INC., 635 WOODWARD, DETROIT, MI 48226 ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), P.O. Box 2026, Flint, MI 48501-2026 tel. (888) 679-MERS ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated October 8, 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), and recorded in 10/22/2012 as Instrument Number 20121022000404180 of the Official Records of the County Recorder's or Clerk's Office 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:

46276 Highway 25, Vincent, ALABAMA 35178
[Property Address]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Loan No: 3310659122

Data ID: 358

the real property described being set forth as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

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 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$86,102.66**, 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 **3.8750%**, from **July 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. **\$353.19**, beginning on the first day of **August, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.8750%** will remain in effect until principal and interest are paid in full.

If on **July 1, 2054** (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 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 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; and
 - (b) all terms and provisions of any adjustable rate rider, 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 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) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
 - (d) 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.
 - (e) 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.
 - (f) 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.
 - (g) "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.
 - (h) Any Borrower who co-signs this Agreement but did not sign the Note, is not personally obligated to pay the Unpaid Principal Balance.

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Kathy L Brasher.....(Seal)
Kathy L Brasher —Borrower

- Borrower Acknowledgment -

STATE OF ALABAMA
COUNTY OF SHELBY

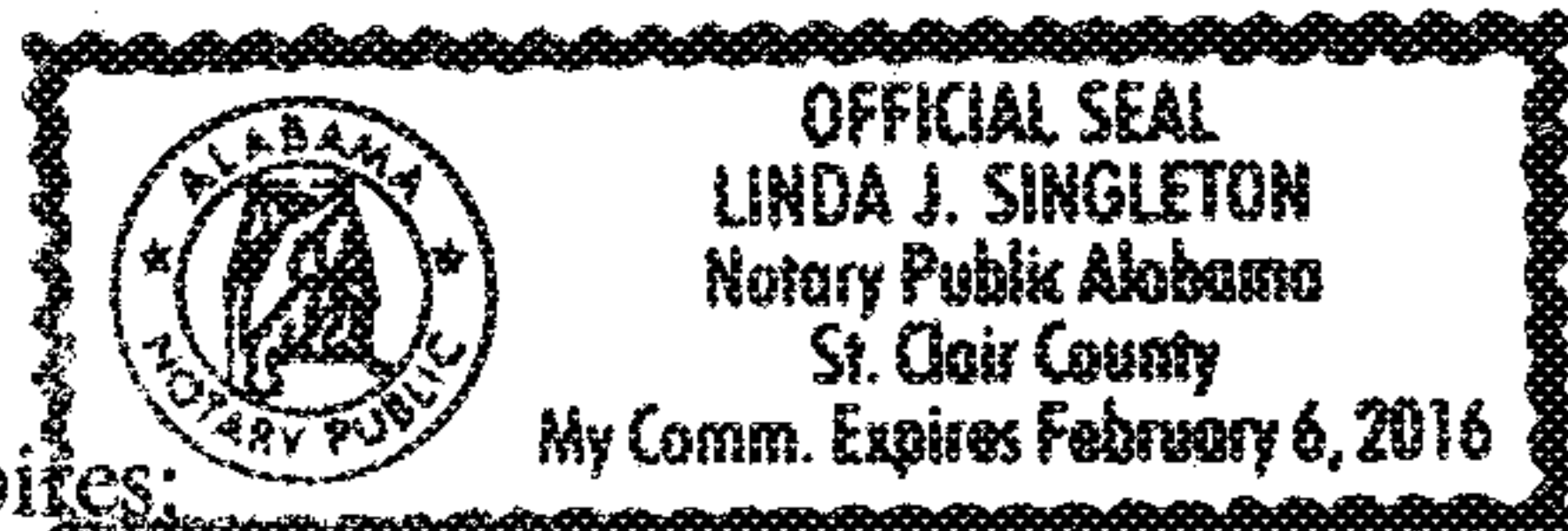
§
§

I, Linda J. Singleton, a Notary Public, hereby certify that
Kathy L Brasher

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

Given under my hand this 30 day of July, A.D. 2014.

[Seal]



My commission expires:

Linda J. Singleton
Notary Public

Loan No: 3310659122

Data ID: 358

Lender: QUICKEN LOANS INC.

By: [Signature]

Its: Shireen Haroon
Loss Mitigation Officer (Printed Name and Title)

Date of Lender's Signature: 8/6/14

Mortgagee: MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC. - Nominee for Lender by
QUICKEN LOANS INC.

By: [Signature] Elizabeth Wozniak

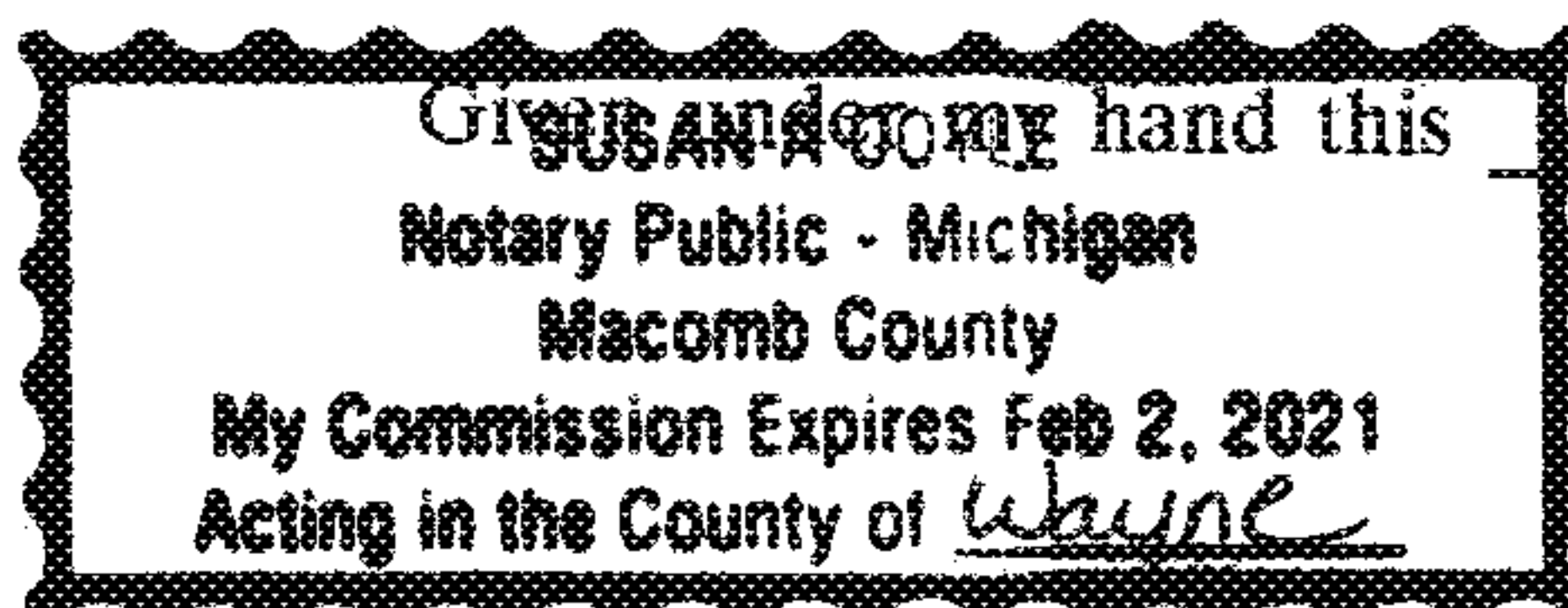
Its: Assistant Secretary of MERS
(Printed Name and Title)

- Lender/Mortgagee Acknowledgment -

STATE OF MICHIGAN
COUNTY OF WAYNE

§
§

I, SUSAN A. COYLE, a Notary Public in and for said County
in said State, hereby certify that Shireen Haroon is Loss Mitigation Officer and
whose name as Elizabeth Wozniak is Asst. Secretary of MERS of QUICKEN LOANS INC., is signed to
the foregoing instrument, and who is known to me, acknowledged before me on this day that, being
informed of the contents of the instrument, he/she, as such officer and with full authority, executed
the same voluntarily for and as the act of said entity for itself and for MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS, INC.



[Signature]
Notary Public
SUSAN A. COYLE
(Printed Name)

My commission expires: 02/02/21

Loan No: 3310659122

Data ID: 358

Borrower: Kathy L Brasher

Property Address: 46276 Highway 25, Vincent, ALABAMA 35178

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 05 8 33 0 000 017.000

Land Situated in the City of Vincent in the County of Shelby in the State of AL

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 2 EAST IN SHELBY COUNTY, ALABAMA AND RUN SOUTH ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 117.01 FEET; THENCE TURN LEFT 61 DEGREES 41 12" AND RUN SOUTHEASTERLY FOR A DISTANCE OF 221.18 FEET ALONG AN EXISTING FENCE LINE TO THE POINT OF BEGINNING; THENCE TURN LEFT 65 DEGREES 00 33" AND RUN NORTHEASTERLY ALONG AN EXISTING FENCE LINE FOR A DISTANCE OF 73.25 FEET; THENCE TURN RIGHT 82 DEGREES 30 02" AND RUN SOUTHEASTERLY ALONG AN EXISTING FENCE LINE FOR A DISTANCE OF 183.29 FEET; THENCE TURN LEFT 25 DEGREES 09 50" AND RUN SOUTHEASTERLY ALONG EXISTING FENCE LINE FOR A DISTANCE OF 151.29 FEET; THENCE TURN RIGHT 49 DEGREES 19 51" AND RUN SOUTHEASTERLY ALONG EXISTING FENCE FOR A DISTANCE OF 187.83 FEET; THENCE TURN RIGHT 27 DEGREES 13 32" AND RUN SOUTHERLY ALONG EXISTING FENCE LINE FOR A DISTANCE OF 89.28 FEET; THENCE TURN LEFT 59 DEGREES 23 03" AND RUN SOUTHEASTERLY ALONG EXISTING FENCE LINE FOR A DISTANCE OF 140.40 FEET; THENCE TURN RIGHT 58 DEGREES 59 19" AND RUN SOUTHERLY ALONG EXISTING FENCE LINE FOR A DISTANCE OF 204.40 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF ALABAMA HIGHWAY #25; THENCE TURN RIGHT 91 DEGREES 53 06" AND RUN WESTERLY ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 75.65 FEET; THENCE TURN RIGHT 102 DEGREES 32 44" AND RUN NORTHEASTERLY FOR A DISTANCE OF 90.70 FEET; THENCE TURN LEFT 57 DEGREES 45 44" AND RUN NORTHWESTERLY FOR A DISTANCE OF 141.81 FEET; THENCE TURN LEFT 11 DEGREES 52 29" AND CONTINUE NORTHWESTERLY FOR A DISTANCE OF 127.31 FEET; THENCE TURN LEFT 42 DEGREES 39 30" AND RUN WESTERLY FOR A DISTANCE OF 83.17 FEET; THENCE TURN RIGHT 69 DEGREES 59 28" AND RUN NORTHWESTERLY FOR A DISTANCE OF 85.00 FEET; THENCE TURN LEFT 87 DEGREES 05 58" AND RUN SOUTHWESTERLY FOR A DISTANCE OF 82.16 FEET TO A POINT OF CURVE TO THE LEFT WITH A RADIUS OF 1219.80 FEET; THENCE TURN RIGHT 69 DEGREES 09 51" TO TANGENT OF SAID CURVE AND RUN NORTHWESTERLY ALONG CURVE FOR AN ARC DISTANCE OF 132.81 FEET; THENCE TURN RIGHT 45 DEGREES 20 12" FROM TANGENT OF SAID CURVE AND RUN NORTHERLY FOR A DISTANCE OF 209.0 FEET; THENCE TURN RIGHT 39 DEGREES 40 32" AND RUN NORTHEASTERLY FOR A DISTANCE OF 53.34 FEET TO THE POINT OF BEGINNING.

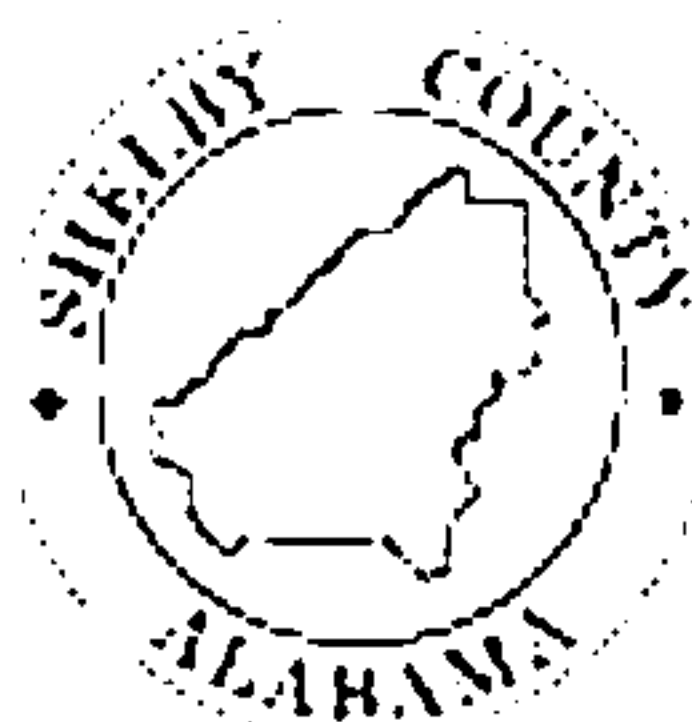
NOTE: The Company is prohibited from insuring the area or quantity of the land. The Company does not represent that any acreage or footage calculations are correct. References to quantity are for identification purposes only.

Commonly known as: 46276 Highway 25, Vincent, AL 35178-6134

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument
Modified by Middleberg Riddle Group

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

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Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
08/08/2014 01:53:31 PM
\$158.30 CHARITY
20140808000248580