Reli Settlement Solutions, LLC
3595 Grandview Parkway
Suite 600
Birmingham, Alabama 35243

BHM1400225-A

Return To:
USAMERIBANK

POST OFFICE BOX 17540
CLEARWATER, FL 33762

20141023000334970 1/8 $37.00
Shelby Cnty Judge of Probate, AL
10/23/2014 11:26:55 AM FILED/CERT

Prepared By:
DENNIS P. SCHWARTZ
SCHWARTZ & ASSOCIATES
1446 HERITAGE DRIVE
MCKINNEY, TEXAS 75069
972-562-1966

Loan Modification Agreement
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **10TH** day of **OCTOBER**, **2014** between
JAMES RICHARD BRANDT AND MARIA GALLIAN BRANDT, A/K/A MARIA GALLION BRANDT, HUSBAND AND WIFE

("Borrower") and
USAMERIBANK

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument")
DATED: APRIL 30, 2014 RECORDED IN INSTRUMENT NUMBER 20140502000131310, OFFICIAL RECORDS

of the records of **SHELBY** County, **ALABAMA**,

(County and State, or other Jurisdiction

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
1151 STAGG RUN TRL, INDIAN SPRINGS, ALABAMA 35124

,

(Property Address)

the real property described being set forth as follows:

LOT 5, ACCORDING TO THE SURVEY OF STAGG RUN, AS RECORDED IN MAP BOOK 39, PAGE 67 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of OCTOBER 10, 2014 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. $ 394,578.00 , 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 4.1250 %, from OCTOBER 10, 2014 . Borrower promises to make monthly payments of principal and interest of U.S. $ 1,928.77 , beginning on the 1ST day of DECEMBER, 2014 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.1250 % will remain in effect until principal and interest are paid in full. If on MAY 01, 2044 (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 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; 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) 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) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging ☐.

(Seal) JAMES RICHARD BRANDT -Borrower

Maria Gallian Brandt (Seal) MARIA GALLIAN BRANDT -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

LOAN ORIGINATION ORGANIZATION: USAMERIBANK
NMLS ID: 456668
LOAN ORIGINATOR: BRIAN BAUMAN
NMLS ID: 595166

USAMERIBANK

- Lender

By: [signature]

Name: Annette VonDeylen

Title: Senior Vice President

Date: 10/10/2014

20141023000334970 7/8 $37.00
Shelby Cnty Judge of Probate, AL
10/23/2014 11:26:55 AM FILED/CERT

20141023000334970 8/8 $37.00
Shelby Cnty Judge of Probate, AL
10/23/2014 11:26:55 AM FILED/CERT

STATE OF Ala

County of Jeff

On this the 10 day of OCTOBER , 2014 , before me, Cynthia Lynn Dodd , the undersigned officer, personally appeared JAMES RICHARD BRANDT AND MARIA GALLIAN BRANDT, HUSBAND AND WIFE

known to me (or satisfactorily proven) to be the person(s) whose name(s) ARE subscribed to the within instrument and acknowledged that THEY executed the same for the purposes therein contained.

Given under my hand and seal of office this 10TH day of OCTOBER , 2014 .

(Seal)

CYNTHIA LYNN DODD
MY COMMISSION EXPIRES
NOTARY PUBLIC
JUNE 11, 2016
STATE OF ALABAMA

Notary Public

STATE OF ~~Ala~~ Florida

County of ~~Jeff~~ Pinellas

On this the 10 day of OCTOBER , 2014 , before me, , the undersigned officer, personally appeared Annette VonDeylen ,of USAMERIBANK

known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained and in the capacity therein stated.

Given under my hand and seal of office this 10 day of OCTOBER , 2014 .

(Seal)

KATHLEEN M. CARR
MY COMMISSION # FF 076928
EXPIRES: December 16, 2017
Bonded Thru Notary Public Underwriters

Kathleen M. Carr
Notary Public

2014-2569275

LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae UNIFORM INSTRUMENT
Form 3179 1/01 (rev. 4/14)
VMP852R (1407).00

Bankers Systems™ VMP®
Wolters Kluwer Financial Services