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02/03/2015 12:46:50 PM  
MORTAMEN 1/8

**Performance Title certifies this  
to be an Original Document**

Source of Title *Instrument*  
Deed Book \_\_\_\_\_  
Page *# 20070413000172420*

**After Recording Return To:**

**Performance Title, LLC**  
17304 Preston Road  
Suite 1230  
Dallas, TX 75252

*RPmmG-AL-84295A*

**This Document Prepared By:**

RUTH RUHL, P.C.  
Ruth Ruhl, Esquire  
12700 Park Central Drive, Suite 850  
Dallas, Texas 75251

Loan No.: 1000605517

## **LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Modification"), effective March 1st, 2013 and made December 18th, 2014, between  
Matthew Stephen Willis and Jennifer J Willis, husband and wife

("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 April 11th, 2007, in the original principal sum of U.S.\$ 59,100.00, and (2) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), recorded on April 13th, 2007, in Mortgage Book N/A, Page N/A, Instrument No. 20070413000172440, 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 116 Bent Creek Drive, Chelsea, Alabama 35043.

**"The original loan amount was \$ 59,100.00 and the Unpaid Principal Balance is \$ 55,887.17. The portion of the Unpaid Principal Balance which is subject to mortgage registry tax is \$55,887.17."**

Loan No.: 1000605517

That real property is described as follows:

LOT 4, ACCORDING TO THE SURVEY OF BENT CREEK SUBDIVISION, SECTOR 1, AS RECORDED IN MAP BOOK 36, PAGE 23, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

APN: 14-1-12-1-002-004.000

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 \$ 0.00 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of December 1st, 2014 , 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. \$ 55,887.17 .
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 4.500 %, beginning December 1st, 2014 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 336.88 , beginning on the 1st day of January , 2015 , and continuing thereafter on the same day of each succeeding month. If on December 1st, 2019 , (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, 5016 Parkway Plaza Blvd. Suite 200, 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.

Loan No.: 1000605517

3/8

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, endorser, guarantors, sureties, and other parties signing the Note or Security Instrument].

Date

12-28-14  
Matthew Stephen Willis (Seal)  
 Matthew Stephen Willis -Borrower

Date

12-28-14  
Jennifer J. Willis (Seal)  
 Jennifer J. Willis, signing solely to -Borrower  
 acknowledge this Agreement, but not to incur  
 any personal liability for the debt

Date

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

Date

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

### BORROWER ACKNOWLEDGMENT

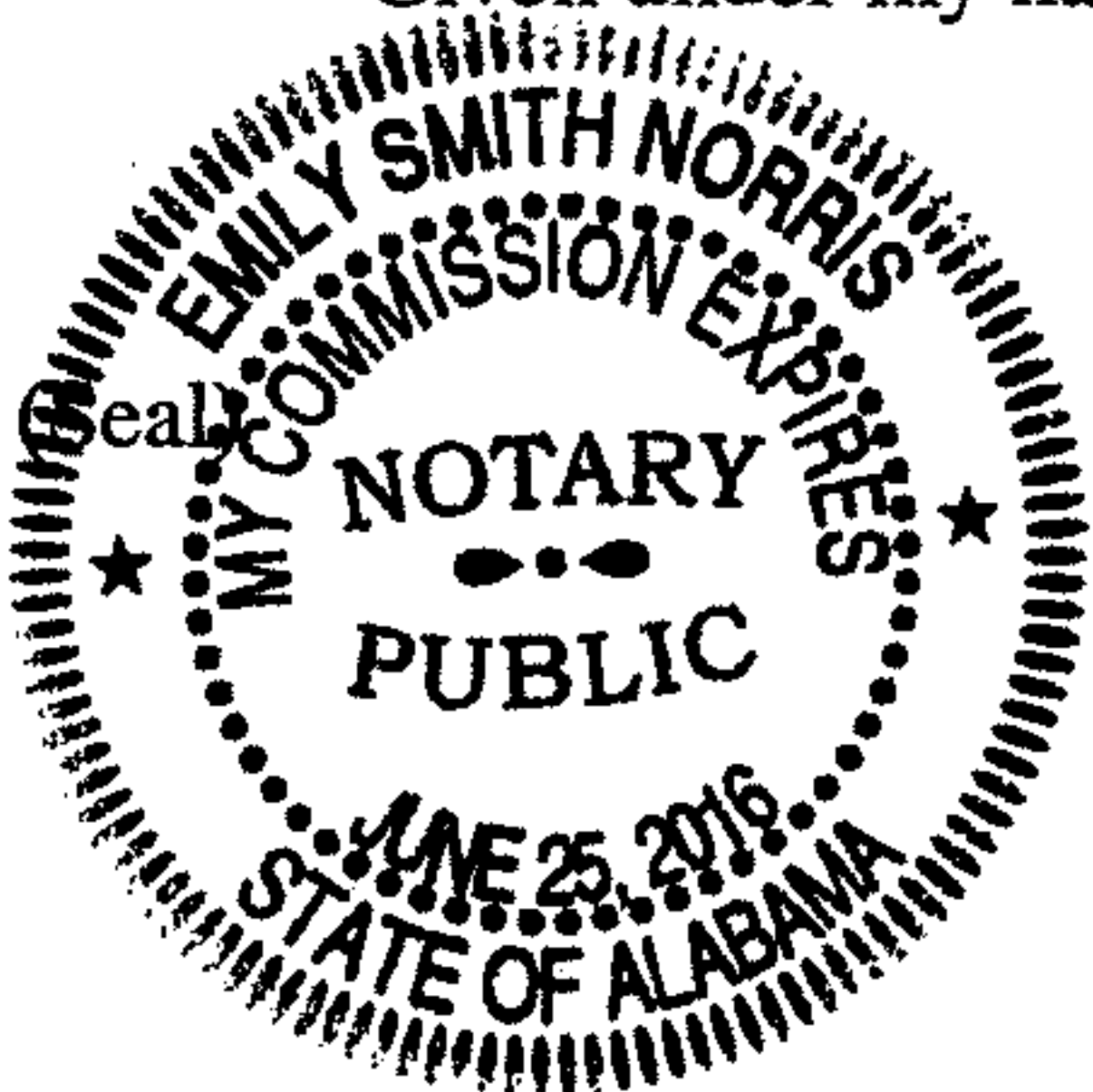
State of Alabama §  
 County of Shelby §

I, Emily Smith Norris  
 hereby certify that Matthew Stephen Willis and Jennifer J Willis

[name and style of officer],

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 28<sup>th</sup> day of December, A.D. 2014.



Emily Smith Norris  
 Public  
 Emily Smith Norris  
 Style of Officer

Loan No.: 1000605517

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

1-27-2015

-Date

By: Philip C Miller Jr  
Philip C Miller Jr  
Its: Portfolio Manager

### LENDER ACKNOWLEDGMENT

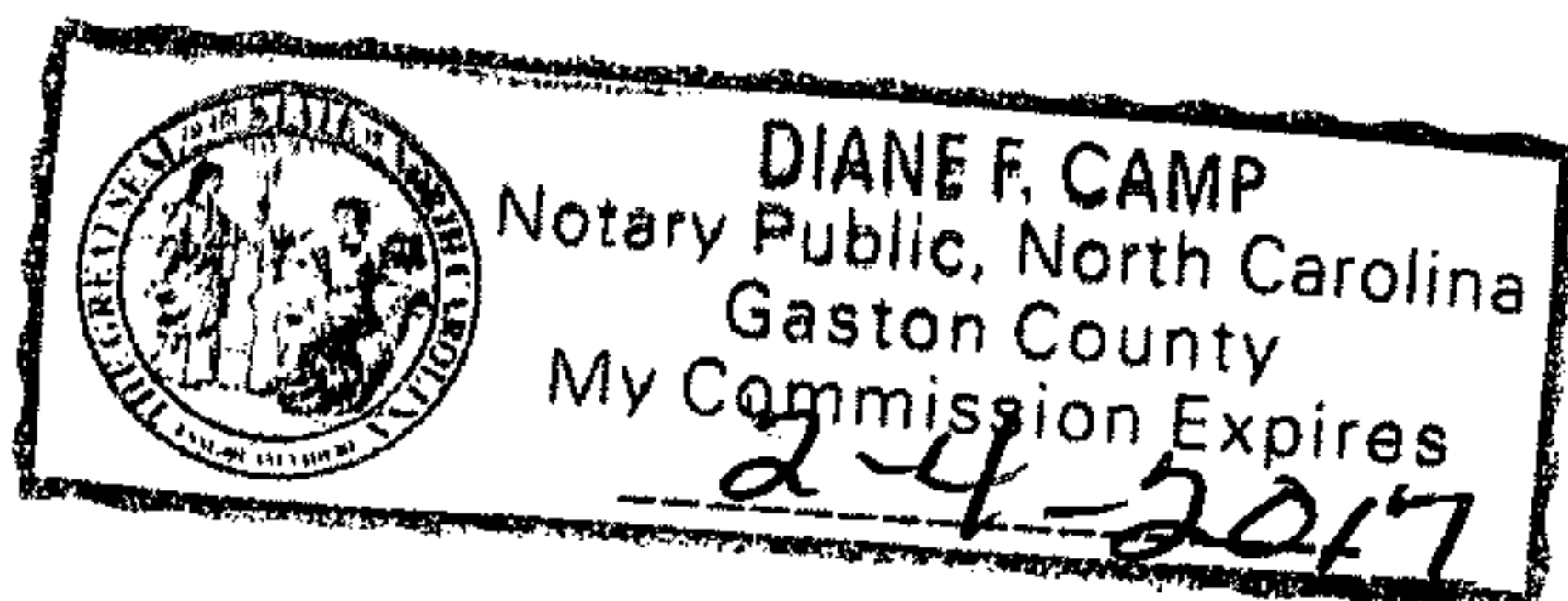
State of North Carolina §  
County of Mecklenburg §

I, Diane F. Camp, a Notary Public in and for said County in said State, hereby certify that Philip C. Miller Jr, 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 27th day of January, 2015.

(Seal)



Diane F. Camp  
Notary Public  
Style of Officer



## MODIFICATION BANKRUPTCY DISCLOSURE ADDENDUM

Loan No.: 1000605517

THIS MODIFICATION BANKRUPTCY DISCLOSURE ADDENDUM, effective the 18th day of December, 2014, and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Matthew Stephen Willis and Jennifer J Willis, husband and wife

(the "Borrower"),  
and Cadence Bank, National Association by: RoundPoint Mortgage Servicing Corporation as its attorney-in-fact

(the "Lender"),  
covering the Property described in the Loan Modification Agreement located at: 116 Bent Creek Drive, Chelsea,  
Alabama 35043

(Property Address)

Borrower understands and acknowledges that if Borrower breaches any of the terms and conditions of the Loan Modification Agreement, including, but not limited to, timely making the payments described in the Loan Modification Agreement, that Lender has the right to foreclose the Property in accordance with the terms and conditions of the underlying Security Instrument.

In addition to the covenants and agreements made in the Loan Modification Agreement, Borrower and Lender covenant and agree as follows:

1. Borrower was discharged in a Chapter 7 bankruptcy proceeding after the execution of the Note and Security Instrument;
2. Borrower has or reasonably expects to have the ability to make the payments specified in the Loan Modification Agreement; and
3. The Loan Modification Agreement was entered into consensually and it does not affect the discharge of Borrower's personal liability on the Note.

Loan No.: 1000605517

Borrower understands and acknowledges that Borrower has had an opportunity to consult an attorney of Borrower's own choosing before Borrower executed the Loan Modification Agreement or this Modification Bankruptcy Disclosure Addendum, and Borrower has either consulted with an attorney or has declined the opportunity to consult with an attorney.

\_\_\_\_\_  
Date

12-28-14  
Matthew Stephen Willis (Seal)  
Matthew Stephen Willis -Borrower

\_\_\_\_\_  
Date

12-28-14  
Jennifer J Willis (Seal)  
Jennifer J Willis, signing solely to  
acknowledge this Agreement, but not to incur  
any personal liability for the debt -Borrower

\_\_\_\_\_  
Date

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

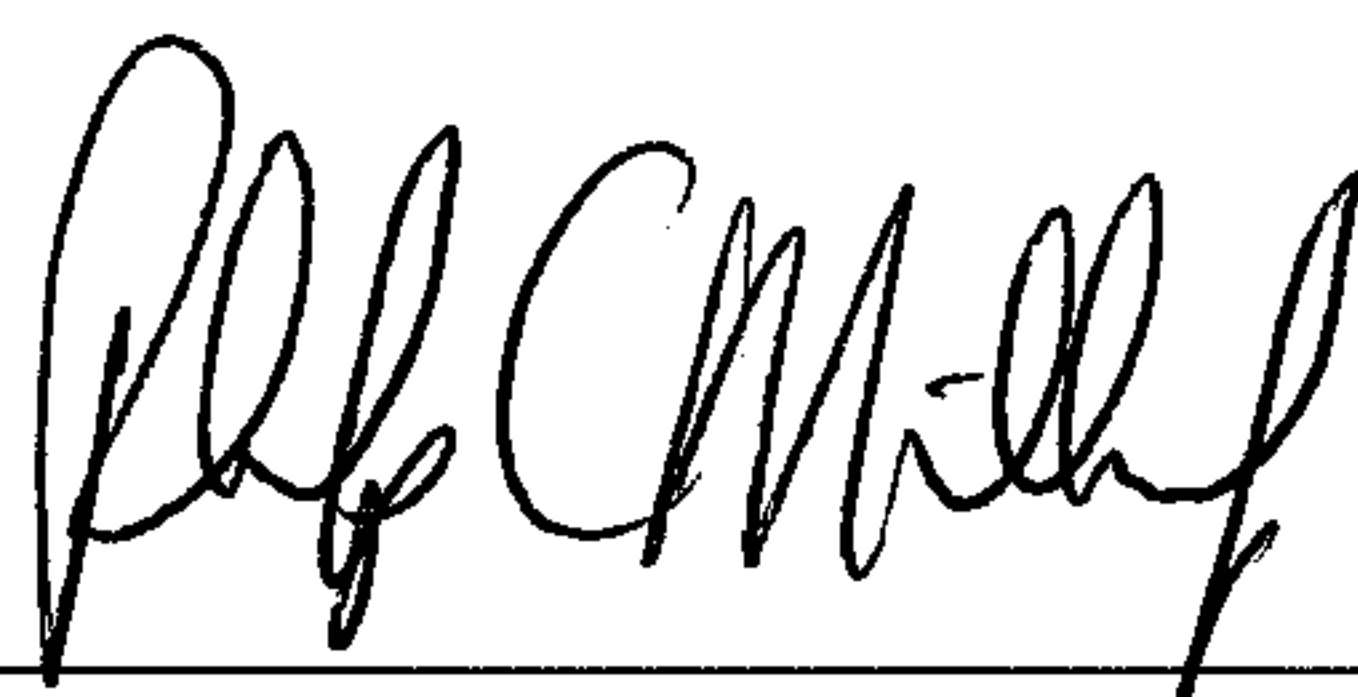
\_\_\_\_\_  
Date

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

Loan No.: 1000605517

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

1-27-2015  
-Date

By:   
Its: Philip C Miller Jr  
Portfolio Manager

Loan No.: 1000605517

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## BALLOON ADDENDUM

THIS ADDENDUM is made this 18th day of December, 2014, and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date, given by the undersigned (the "Borrower") which modifies Borrower's Note and Security Instrument to Cadence Bank, National Association by: RoundPoint Mortgage Servicing Corporation as its attorney-in-fact

(the "Lender")

and covers the Property located at:

116 Bent Creek Drive, Chelsea, Alabama 35043  
[Property Address]

In addition to the agreements made in the Loan Modification Agreement, Borrower and Lender further agree as follows:

**"THIS LOAN MUST EITHER BE PAID IN FULL AT MATURITY OR CONVERTED TO A MARKET LEVEL FIXED RATE OVER THE EXTENDED REMAINING TERM. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE IF YOU DO NOT QUALIFY. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER."**

By signing below, Borrower accepts and agrees to the terms and covenants contained herein.

Cadence Bank, National Association by: \_\_\_\_\_ (Seal)  
RoundPoint Mortgage Servicing Corporation as -Lender  
its attorney-in-fact

Matthew Stephen Willis (Seal)  
Matthew Stephen Willis -Borrower

Jennifer J Willis (Seal)  
Jennifer J Willis, signing solely to -Borrower  
acknowledge this Agreement, but not to  
incur any personal liability for the debt

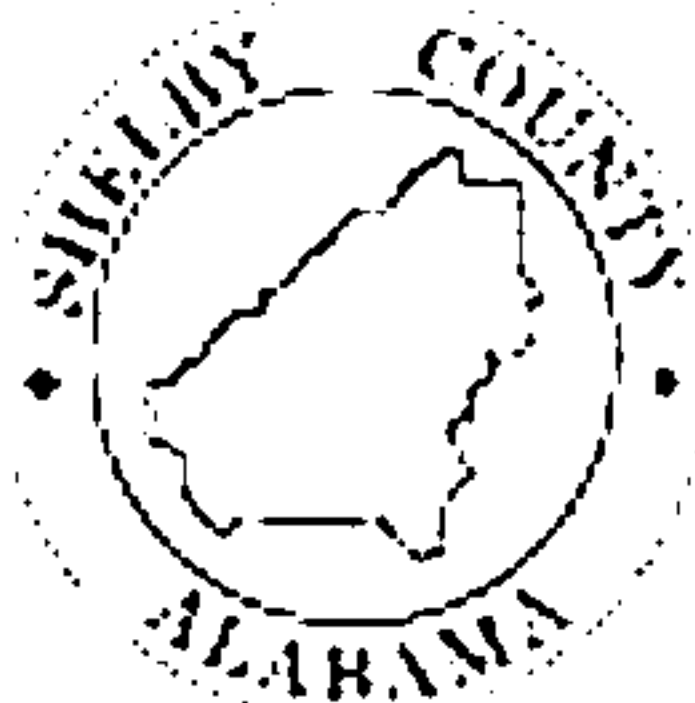
By: \_\_\_\_\_

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

Its: Portfolio Manager

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

BALLOON ADDENDUM



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
02/03/2015 12:46:50 PM  
\$118.85 JESSICA  
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Page 1 of 1

Jessica