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03/09/2015 12:56:02 PM  
MORTAMEN 1/11

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

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

Source of Title: Deed Book 26, Page 61

[Space Above This Line For Recording Data]

Loan No: 3316366905

Data ID: 361

Borrower: JEFFERSON L BRIGGS

Modified Interest Bearing Amount: \$361,938.22

Original Principal Amount: \$362,000.00

Modified Principal Amount: \$361,938.22

### LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **19th day of February, 2015**, between **JEFFERSON L BRIGGS AND LISA S. BRIGGS**, whose address is **601 MILL SPRINGS CT, HOOVER, ALABAMA 35244** ("Borrower") and **QUICKEN LOANS INC., 635 WOODWARD, DETROIT, MI 48226** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **May 24, 2013** and recorded in **06/10/2013** as **Instrument Number 20130610000237210** 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:

**601 MILL SPRINGS CT, HOOVER, ALABAMA 35244**

[Property Address]



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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 **January 1, 2015**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$361,938.22**, 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 **4.3750%**, from **January 1, 2015**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,598.17**, beginning on the **first** day of **February, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.3750%** will remain in effect until principal and interest are paid in full.

If on **January 1, 2055** (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) 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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(h) 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.

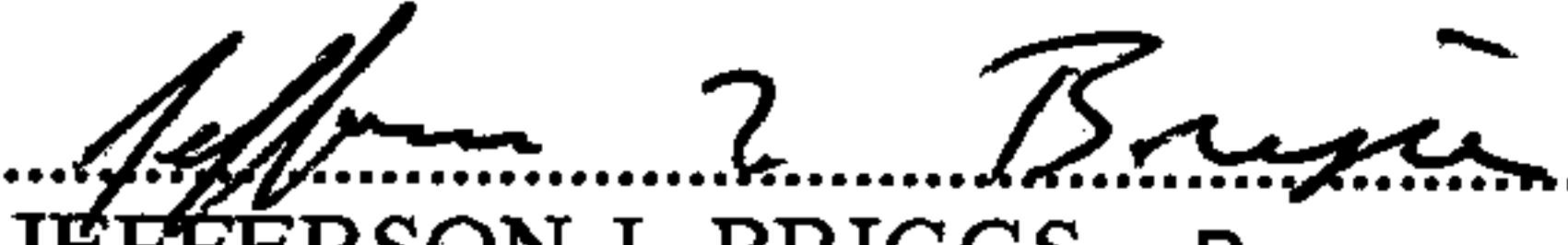
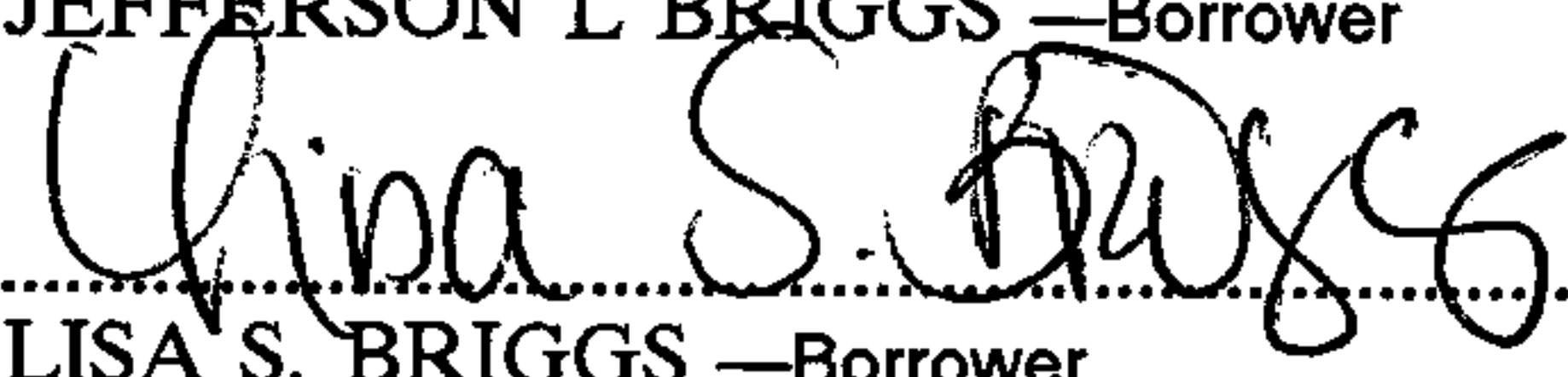
By checking this box, Borrower also consents to being contacted by text messaging ☒.

6. Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.



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.....(Seal)  
JEFFERSON L BRIGGS —Borrower  
.....(Seal)  
LISA S. BRIGGS —Borrower

- Borrower Acknowledgment -

STATE OF ALABAMA  
COUNTY OF SHELBY

§  
§

I, Frances w. Gable, a Notary Public, hereby certify that  
JEFFERSON L BRIGGS AND LISA S. BRIGGS  
whose names 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 27th day of February 2015, A.D. 2015.

[Seal]

  
Notary Public

My commission expires: April 29, 2015



Loan No: 3316366905

Data ID: 361

Lender: QUICKEN LOANS INC.

By: Shireen Haroon

Its: Loss Mitigation Officer  
(Printed Name and Title)

Date of Lender's Signature: 3/4/15  
- Lender Acknowledgment -

STATE OF MICHIGAN  
COUNTY OF WAYNE

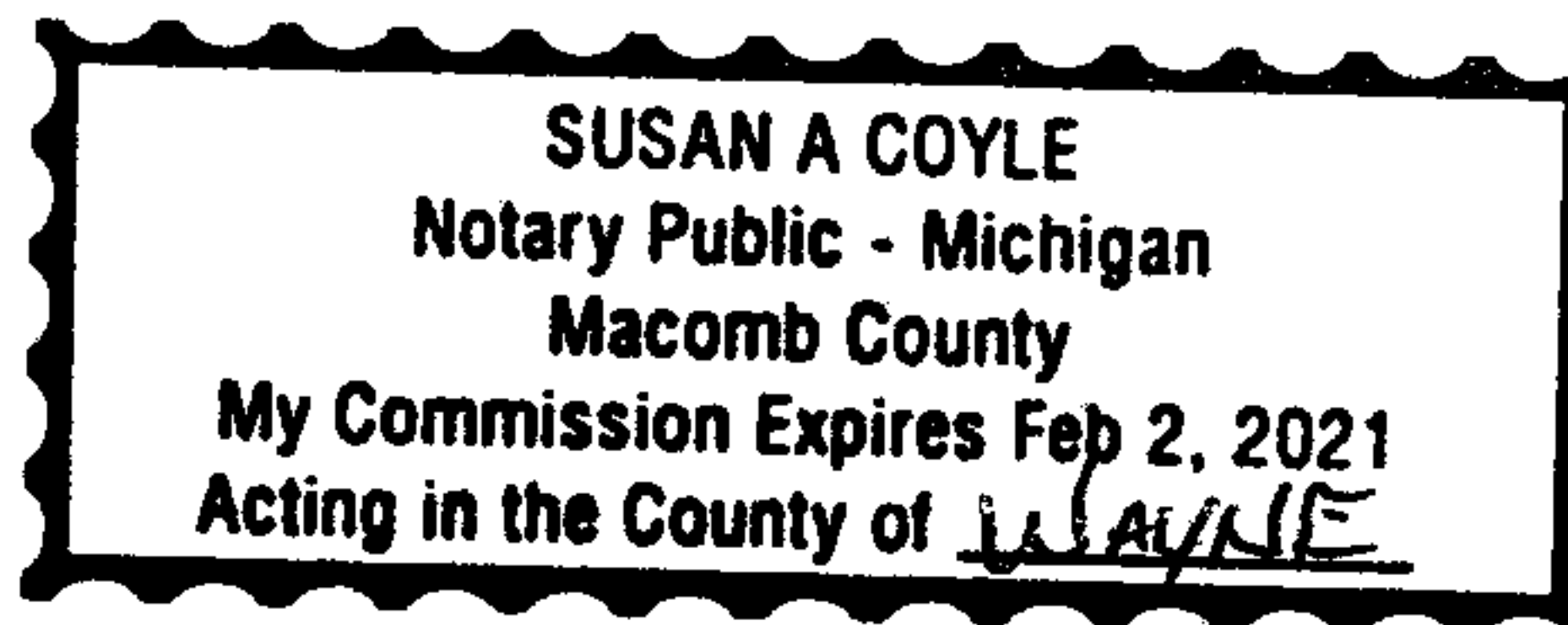
§  
§

I, SUSAN A. COYLE, a Notary Public in and for said County  
in said State, hereby certify that Shireen Haroon  
whose name as Loss Mitigation Officer 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.

Given under my hand this 4 day of March, 20 15.

Susan A. Coyle  
Notary Public  
SUSAN A. COYLE  
(Printed Name)

My commission expires: 02/02/21





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Loan No: 3316366905  
Borrower: JEFFERSON L BRIGGS  
Property Address: 601 MILL SPRINGS CT, HOOVER, ALABAMA 35244

Data ID: 361

### LEGAL DESCRIPTION

Tax Id Number(s): 10 2 10 0 006 022.000

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

Lot 20A according to the Survey of Resurvey of lots 19, 20 & 21 of Mill Springs Estates 2nd Sector as recorded in Map Book 26, Page 61, Shelby County, Alabama Records.

Commonly known as: 601 Mill Springs Ct , Hoover, AL 35244-3635



Instrument prepared by  
Julie Rhodes and  
after recording return to:  
Synovus Bank  
Attn: Subordinations  
33 W. 11th St. 2nd Floor  
Columbus, GA 31901

Source of Title:  
Book 26 , Page 61

**SUBORDINATION AGREEMENT  
(Real Property)**

STATE OF ALABAMA  
COUNTY OF SHELBY

THIS SUBORDINATION AGREEMENT executed this 12th  
day of February, 2015, by the undersigned, First Commercial a div  
Synovus Bank as successor in interest by merger with First Commercial Bank ("Holder");

**WITNESSETH THAT:**

WHEREAS, Holder is the holder and owner of a security deed or mortgage from  
Jefferson L. Briggs, a married man, Lisa S. Briggs, his wife  
("Borrower") dated March 24th, 2008, and recorded in Mortgage  
Instrument #20080507000187870, in the Office of the  
Clerk of Judge of Probate of Shelby County, Alabama  
("Existing Security Instrument") conveying the real property more particularly described on  
Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, Borrower has this date borrowed from Quicken Loans Inc.,  
ISAOA, ATIMA; NOT TO EXCEED ("Lender") the sum of \$ 355,775.50,  
secured by a security deed or mortgage conveying said Property, dated of even date  
herewith ("Superior Security Instrument"); and

WHEREAS, Holder has agreed that the lien of the Superior Security Instrument  
shall be prior and superior to the lien of the Existing Security Instrument; and

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) in hand paid  
by the Borrower to Holder, and other good and valuable consideration, the receipt and  
sufficiency of which are hereby acknowledged by Holder, Holder hereby subordinates the  
lien of the Existing Security Instrument to the lien of the Superior Security Instrument, so  
that the Superior Security Instrument shall be deemed to convey title to Lender to said  
Property superior to the Existing Security Instrument and superior to the indebtedness  
secured by said Existing Security Instrument. Holder specifically acknowledges and agrees  
that the priority of the security interests of Holder and Lender in the Property shall be  
governed by this Subordination Agreement and not by the order in which the Existing  
Security Instrument and the Superior Security Instrument are or were filed or recorded.  
Nothing contained herein or otherwise shall preclude Holder from demanding strict  
compliance by Borrower with the terms and conditions of the Existing Security Instrument,  
and the instrument(s) evidencing the debt secured thereby, or enforcing its rights  
thereunder, subject to the terms of this Subordination Agreement. Without the prior written  
consent of Lender, Holder shall not exercise any collection rights with respect to the  
Property, will not foreclose under the Existing Security Instrument or exercise any power of  
sale thereunder or to take any other collection action with respect to the Property and  
Holder's security interest therein.

Lender's rights under the Superior Security Instrument may be exercised by Lender  
without notice to or consent by Holder. Lender may take such action regarding the  
Borrower, the indebtedness of Borrower to Lender, including, without limitation,  
extensions, renewals or restructurings of any indebtedness of Borrower to Lender (or the  
making of additional loans or advances to Borrower), all without notice to or consent of  
Holder, and without affecting the superiority of Lender's lien on the Property evidenced by  
this Subordination Agreement.



The subordination of the Existing Security Instrument provided for herein: ☒ shall be limited in application to the specific indebtedness of Borrower to Lender described hereinabove and any and all extensions, renewals and refinancings of same, or ☐ shall apply to the specific indebtedness of Borrower to Lender described hereinabove and any and all extensions, renewals and refinancings of same and, in addition, to all other indebtedness of any nature whatsoever of Borrower to Lender whether heretofore or hereafter incurred.

Holder warrants and represents to Lender that Holder shall not transfer or assign the Existing Security Instrument or any interest therein unless either (i) Holder has obtained the express prior written consent of Lender, or (ii) such transfer or assignment is specifically made subject to the terms and provisions of this Subordination Agreement and such is acknowledged in writing by the transferee and assignee in recordable form and Holder causes such acknowledgment to be recorded in the real estate records in the Office in the county in which the Property is located.

This Subordination Agreement shall be binding upon Holder and the heirs, personal representatives, successors and assigns of Holder and shall inure to the benefit of Lender, its successors, assigns, purchasers at foreclosure sale and purchasers pursuant to any power of sale contained in the Superior Security Instrument.

Holder agrees to execute and deliver to Lender any further documents or instrument as specified by Lender to confirm or acknowledge the subordination of the Existing Security Instrument to the Superior Security Instrument evidenced hereby.

This Subordination Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

IN WITNESS WHEREOF, Holder has duly executed this Subordination Agreement, under seal, after due authorization, the day and year first above written.

First Commercial a div Synovus Bank as

successor in interest by merger with

HOLDER:

First Commercial Bank

By: Jean Walburg  
Jean Walburg  
Title: Retail Lending Center

HOLDER'S ADDRESS:

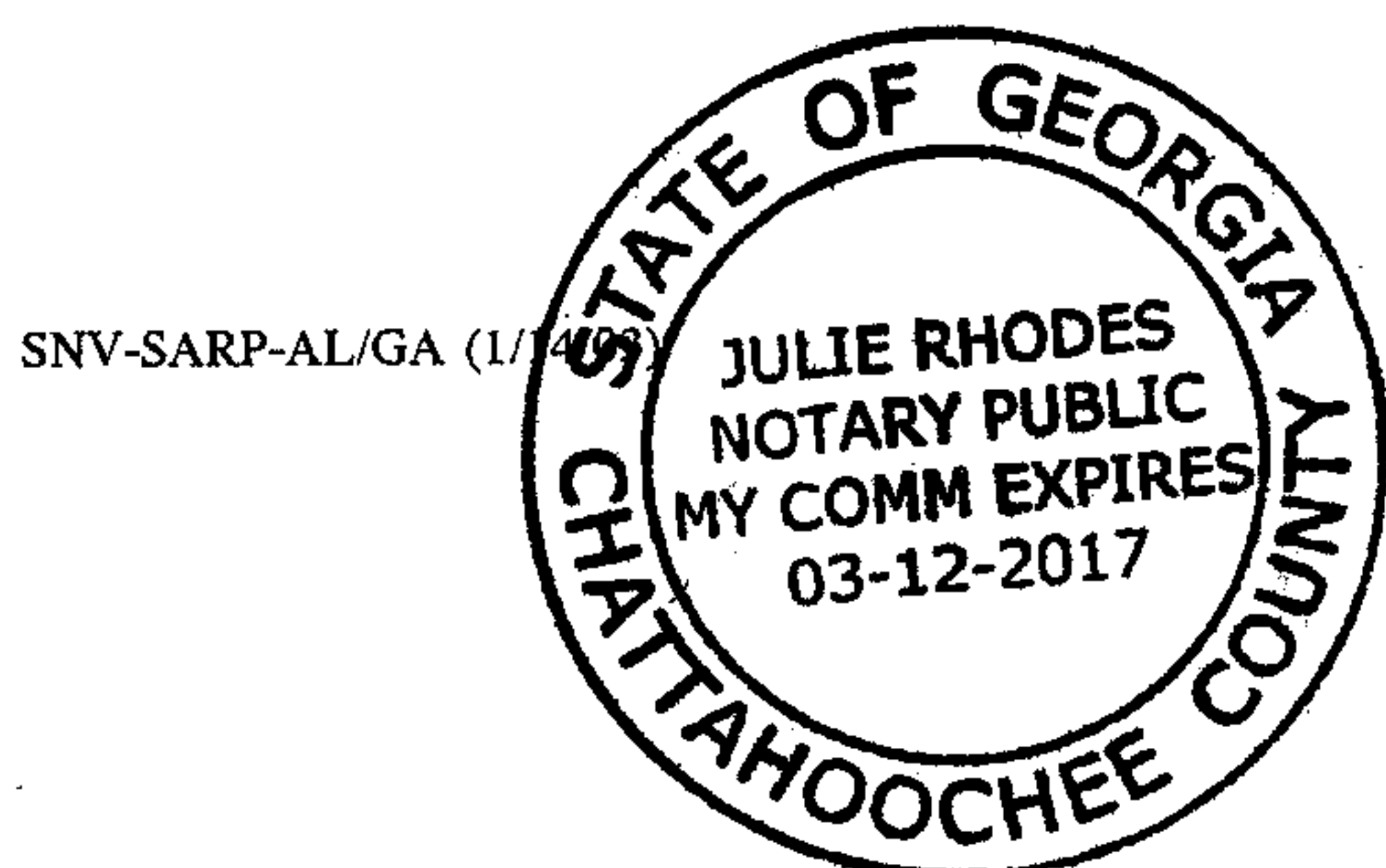
Synovus Bank  
33 W 11th St 2nd Floor  
Columbus, GA 31901

**ACKNOWLEDGMENT**  
**STATE OF GEORGIA**  
**COUNTY OF MUSCOGEE**

I, the undersigned authority, a Notary Public in and for said county in said State hereby certify that Jean Walburg whose name as manager of said bank 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 said instrument, the officer, with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and official seal and acknowledged and signed by said witness this 12th day of February, 2015.

Julie Rhodes  
Notary Public Julie Rhodes  
My Commission expires 3/12/2017

SEAL





**Exhibit "A"**

HAVING A TAX IDENTIFICATION NUMBER OF 10-2-10-0-006-022-000A PARCEL OF LAND LOCATED IN THE CITY OF BIRMINGHAM, COUNTY OF SHELBY, STATE OF ALABAMA, AND KNOWN AS: BEING LOT NUMBER LOT:20-A IN MILL SPGS ESTATES 02 SEC RESURVEY AS SHOWN I THE RECORDED PLAT /MAP THEREOF IN 26-61 OF SHELBY COUNTY RECORDS.



## SYNOVUS BANK SUBORDINATION DEPARTMENT

Please find enclosed your requested subordination and/or modification.

Please review and for any changes/corrections contact Subordinations at

706-644-8198 or by email, [subordinations@synovus.com](mailto:subordinations@synovus.com)

Please return all recorded docs to:

Synovus Bank

Attn: Subordination

33 W 11<sup>th</sup> St, 2<sup>nd</sup> Floor

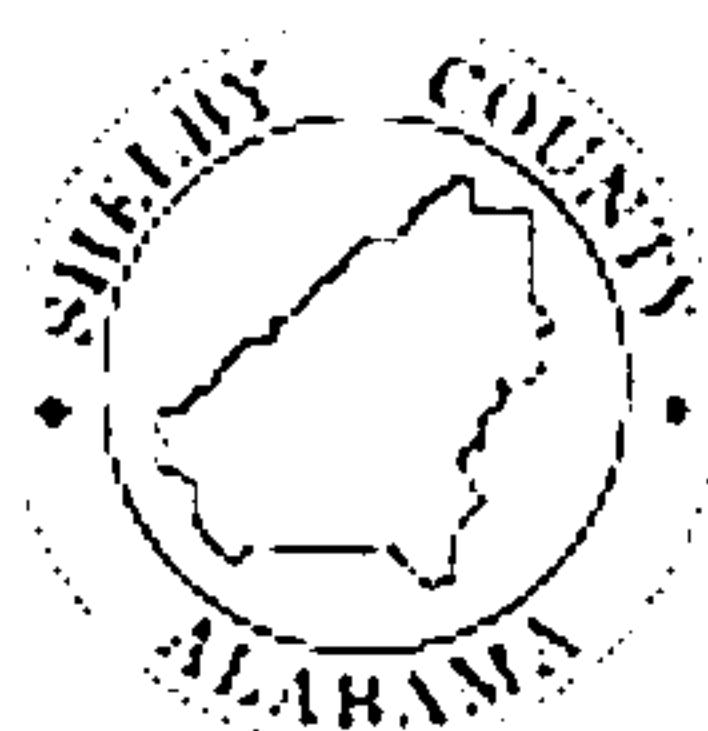
Columbus, Ga 31901

**PLEASE NOTE:** If you have received a modification and the modification agreement letter, please return by email the modification agreement as soon as it is signed so we may maintenance our account to reflect the modification. Please return the recorded modification along with the recorded subordination back to the above address.

Exception- for modifications for NBSC, National Bank of South Carolina; the modification you receive is not for recording purposes, it is an agreement only. Please email as soon as it is signed and return the original with the recorded subordination to the above address.

If the loan does not close, please notify us by sending email to the above address.

Thank you.



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
03/09/2015 12:56:02 PM  
\$587.00 CHERRY  
20150309000072040

A handwritten signature in black ink, appearing to read "J. W. Fuhrmeister", is written over the official text.