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MORTAMEN 1/6

This Document Prepared By:  
**CHRISTIANE PEREZ**  
**PNC MORTGAGE, A DIVISION OF**  
**PNC BANK, NATIONAL**  
**ASSOCIATION**  
**3232 NEWMARK DR**  
**MIAMISBURG, OH 45342**  
(999) 334 4700

~~When recorded mail to:~~ #:8251832  
First American Title   
Loss Mitigation Title Services 1454.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: WICKER - PROPERTY REPORT

Source of Title: INSTRUMENT NO. 20050104000001040  
Tax/Parcel No. 285163001003002

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_  
Original Principal Amount: \$189,050.00  
Unpaid Principal Amount: \$165,877.90  
New Principal Amount \$172,652.11  
New Money (Cap): \$6,774.21

Freddie Mac Loan No.:880251352  
Loan No: 0003757485

48445190

**LOAN MODIFICATION AGREEMENT (MORTGAGE)**  
**(To a Fixed Interest Rate)**

**IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED**

This Loan Modification Agreement (the "Agreement"), made and effective this 1ST day of **DECEMBER, 2013**, between **PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION** ("Lender"), whose address is **3232 NEWMARK DR, MIAMISBURG, OH 45342**, and **REENA WEBB WICKER AND JOHN WICKER AS HUSBAND AND WIFE** ("Borrower"), whose address is **1390 2ND AVE, CALERA, ALABAMA 35040**, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated **DECEMBER 21, 2004**, in the original

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161  
09242013\_57  
First American Mortgage Services

0003757485

principal sum of U.S. \$189,050.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded on **JANUARY 4, 2005** in **INSTRUMENT NO. 20050104000001040**, of the **OFFICIAL** Records of **SHELBY COUNTY, ALABAMA**. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

**1390 2ND AVE, CALERA, ALABAMA 35040**  
[Property Address]

the real property described being set forth as follows:

**THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN AND BEING IN THE COUNTY OF SHELBY, STATE OF ALABAMA, TO WIT:@LOT 13, 14, 15 AND 16 BLOCK 103, ACCORDING TO THE DUNSTANS MAP OF THE TOWN OF CALERA, ALABAMA. SITUATED IN SHELBY COUNTY, ALABAMA.**

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

1. Current Balance. As of **DECEMBER 1, 2013**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$172,652.11.
2. Interest Rate. 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 **4.0000%**, beginning **DECEMBER 1, 2013**, both before and after any default described in the Note. The yearly rate of **4.0000%** will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$721.58, beginning on the **1ST** day of **JANUARY, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **DECEMBER 1, 2053**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at  
**3232 NEWMARK DR, MIAMISBURG, OH 45342**  
or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. Property Transfer. 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 given in accordance with Section 15 of the Security Instrument, 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.

7. Compliance with Covenants. 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.
8. 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. Except where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

 WICKER  
48445190  
FIRST AMERICAN ELS  
MODIFICATION AGREEMENT

AL

WHEN RECORDED, RETURN TO:  
FIRST AMERICAN TITLE INSURANCE CO.  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING

In Witness Whereof, the Lender have executed this Agreement.

**PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**

By Amber Johnston  
Mortgage Officer

(print name)  
(title)

1-30-14  
Date

[Space Below This Line for Acknowledgments]

**LENDER ACKNOWLEDGMENT**

State of Ohio

County of Montgomery

The foregoing instrument was acknowledged before me this 1-30-14  
(date) by **AMBER JOHNSTON**, the **MORTGAGE OFFICER** of **PNC MORTGAGE, A DIVISION OF**  
**PNC BANK, NATIONAL ASSOCIATION**, a \_\_\_\_\_,  
national association, on behalf of the national association

Keith J. Bennett  
Notary Public

**KEITH J. BENNETT**  
**NOTARY PUBLIC • STATE OF OHIO**  
Recorded in Montgomery County

Printed Name: \_\_\_\_\_  
My commission expires: **My commission expires Sept. 30, 2015**



**PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**  
**3232 NEWMARK DR**  
**MIAMISBURG, OH 45342**

In Witness Whereof, I have executed this Agreement.

Reena Webb Wicker (Seal)  
Borrower  
REENA WEBB WICKER  
10-18-13  
Date

John Wicker (Seal)  
Borrower  
JOHN WICKER  
10-18-13  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

The State of ALABAMA )  
Jefferson County )

I, a Notary Public, hereby certify that **REENA WEBB WICKER AND JOHN WICKER AS HUSBAND AND WIFE** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 18th day of October, 2013.

Stacy Lynn Bean  
Notary Public

Print Name STACY LYNN BEAN

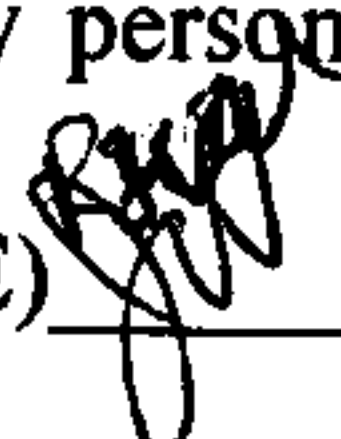
My commission expires: 10/7/2015

### Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION (the "Lender") and REENA WEBB WICKER AND JOHN WICKER AS HUSBAND AND WIFE (the "Borrower") dated DECEMBER 1, 2013 the "Loan Modification Agreement").

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

Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.

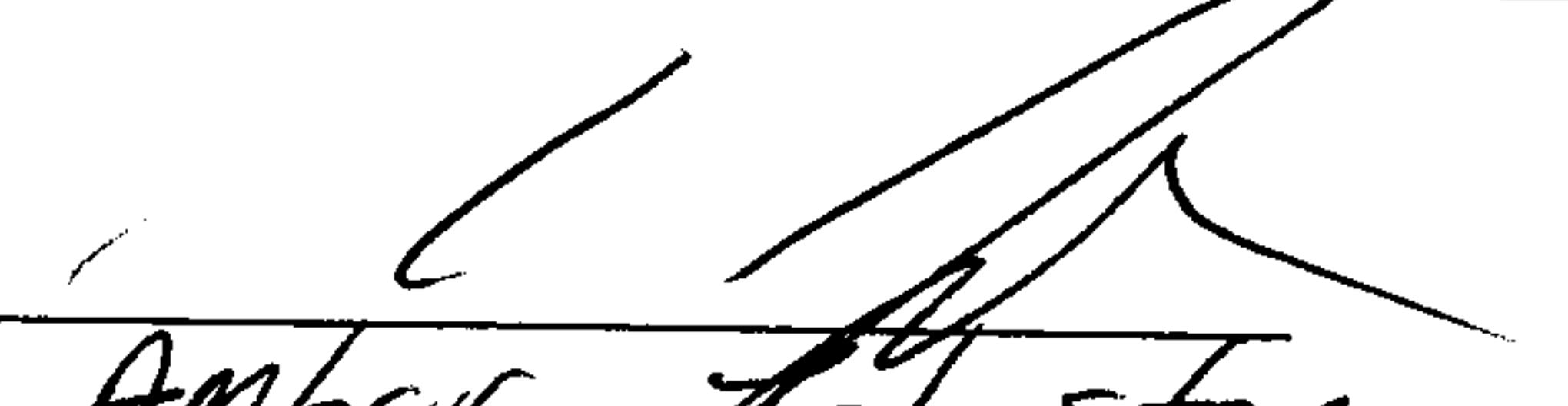
(BORROWER MUST INITIAL HERE) 

Signed this 18<sup>th</sup> day of October, 2013.

Lender

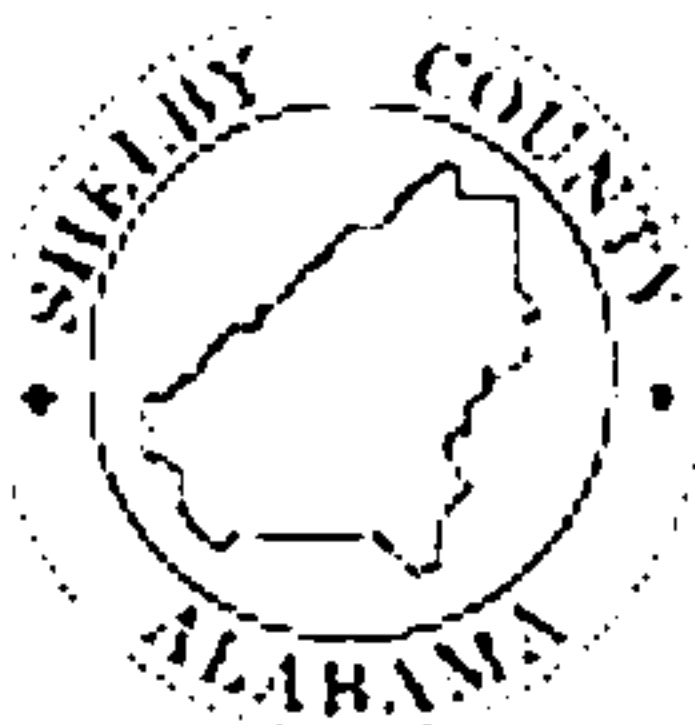
Borrower

By:  
Name:

  
Amber Johnston  
Mortgage Office

  
REENA WEBB WICKER

  
JOHN WICKER



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
03/31/2015 12:37:13 PM  
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