

RETURN TO:
COMPASS BANK
P. O. Box 10687
Birmingham, AL 35202-0687

PREPARED BY:
POLUNSKY BEITEL GREEN
ATTORNEYS AT LAW
17806 IH-10 W, Suite 450
San Antonio, TX 78257



20150508000152100 1/10 \$41.00
Shelby Cnty Judge of Probate, AL
05/08/2015 11:24:33 AM FILED/CERT

Loan Modification Agreement

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 11th day of February, 2015, between KATHERINE MAKAITA TAKUNDWA, an unmarried person

COMPASS BANK
("Borrower") and
("Lender"), amends and
supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument")

LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae UNIFORM INSTRUMENT

Bankers SystemsTM VMP[®]
Wolters Kluwer Financial Services

Form 3179 1/01 (rev. 4/14)
VMP852R (1407).00



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dated December 31, 2013 and recorded in Book or Liber , at page(s) * , of
the Official Public Records of

(Name of Records)

Shelby County, Alabama and (2) the Note, bearing the same date

(County and State, or other Jurisdiction)

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

710 Highland Lakes Cove

Birmingham, AL 35242

(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL
PURPOSES.

*as Document No. 2014103000004020

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):

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1. As of February 11, 2015, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 711,000.00, 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 3.875%, from February 11, 2015. Borrower promises to make monthly payments of principal and interest of U.S. \$ 3,415.32, beginning on the 1st day of April, 2015, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.875% will remain in effect until principal and interest are paid in full. If on January 1, 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.

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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.

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- (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

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EXECUTED this the _____ day of _____, 2015; EFFECTIVE as of the 11th day of February, 2015.


KATHERINE MAKAITA TAKUNDWA (Seal)
-Borrower


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(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Refer to the attached *Signature Addendum* for additional parties and signatures.



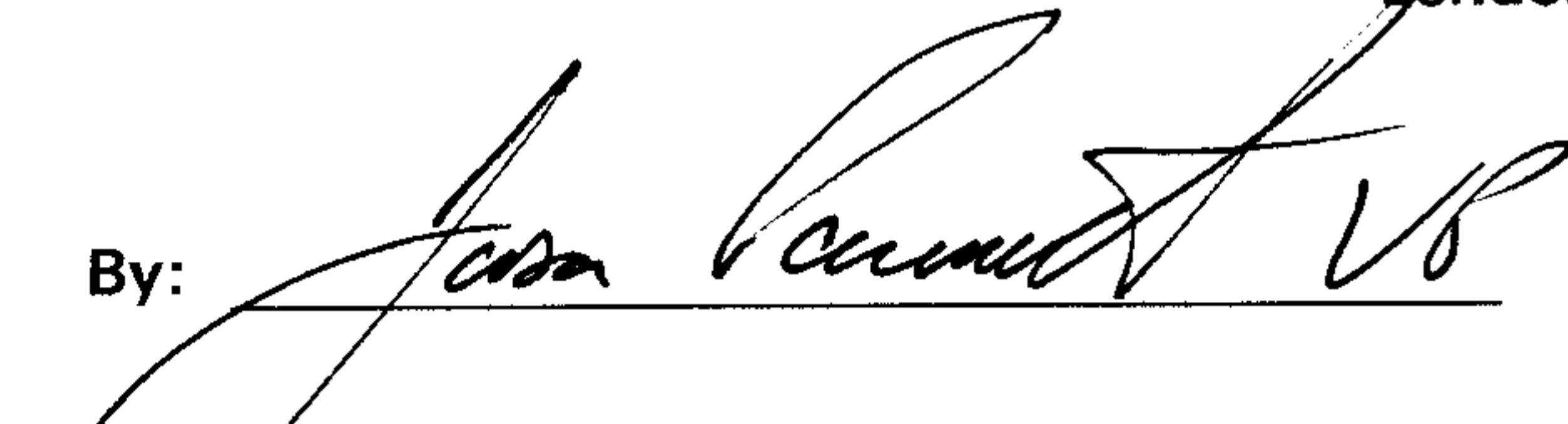
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COMPASS BANK

(Seal)

-Lender

By:


2-23-2015
Date of Lender's Signature

Loan Origination Organization: COMPASS BANK
NMLS ID: 402936
Loan Originator: KARY KEASLER
NMLS ID: 460990

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Acknowledgment



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Loan #: 6720634323

NOTARY ACKNOWLEDGMENT
ADDENDUM

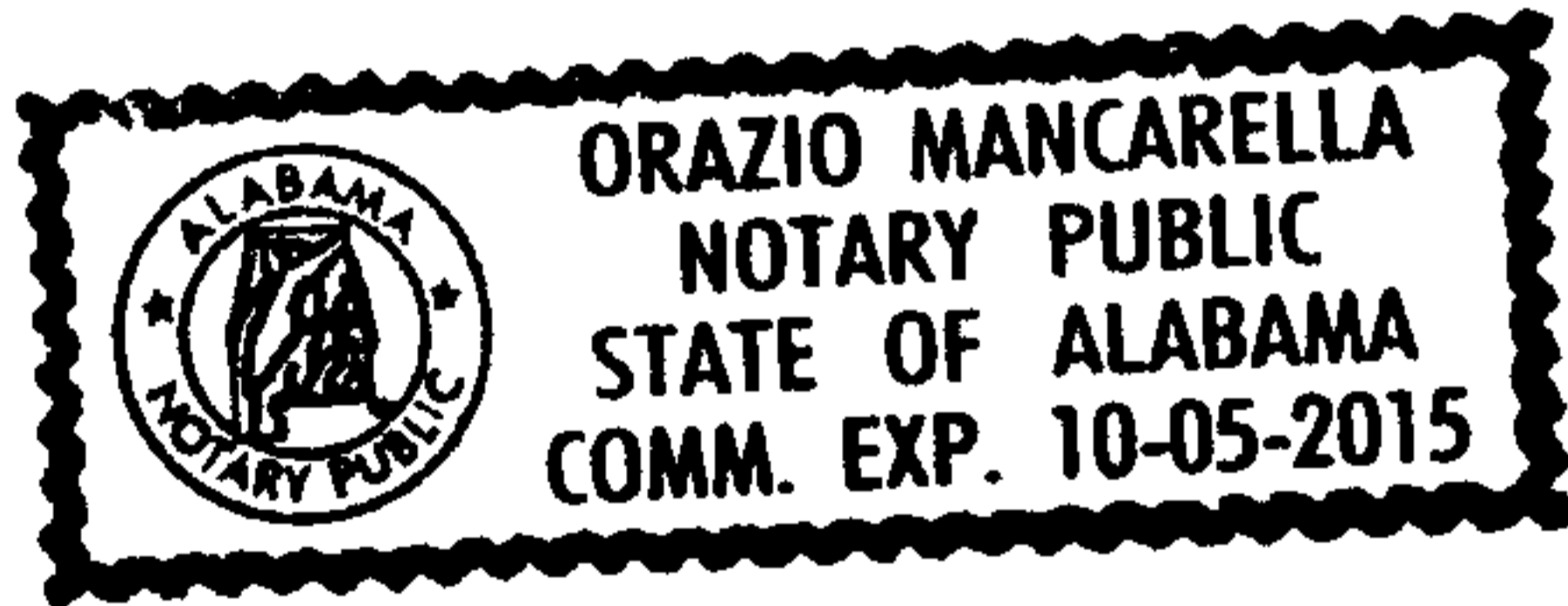
STATE OF Alabama }
COUNTY OF Jefferson }

Before me the undersigned on this 18 day of Feb, 2015,
personally appeared KATHERINE MAKAITA TAKUNDWA

known to me (or proved to me on the oath of _____) or
through AL DL) to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the
purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 18 day of Feb, 2015.

(Seal)



[Signature]
Notary Public in and for the State of Alabama
Orazio Mancarella
(Name of Notary - Typed or Printed)
My Commission Expires: 10/5/15



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Loan #: 6720634323

CORPORATE
NOTARY ACKNOWLEDGMENT

STATE OF Alabama }
COUNTY OF Jefferson }

Before me Tabitha Strain on this 23 day of February, 2015,
personally appeared Jason E. Reagle VP,
of COMPASS BANK, an Alabama State Bank, on behalf of said Bank.

GIVEN under my hand and seal of office this 23 day of February, 2015.

(Seal)

Tabitha Strain
Notary Public in and for the State of Alabama

(Name of Notary - Typed or Printed)
My Commission Expires: 8-27-17