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Loan Number: 0041997016
MIN #: 1000104-0041997016-3
TAX ID#: 222042991036000

Prepared By: Jeff Johns

LOAN MODIFICATION AGREEMENT (Providing for Adjustable Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 2nd day of April, 2015, between JEFFERY L HICKS ("Borrower") and SUNTRUST MORTGAGE, INC. ("Lender"), Mortgage Electronic Registration Systems, Inc. ("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated March 8, 2007 and *granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026* amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated March 8, 2007, in the amount of \$291,000.00 and recorded in Instrument #: 20070313000112780 of the Official Records of Shelby County, Alabama and (2) the adjustable rate note (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

110 QUARTER HORSE LANE
ALABASTER, ALABAMA 35007

the real property described being set forth as follows:

SEE ATTACHED EXHIBIT "A"

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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 May 1, 2015, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$288,661.52 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 3.75%. The interest rate Borrower will pay may change in accordance with the terms outlined in Section 3 of this modification agreement. Borrower promises to make monthly payments of \$1,336.84 beginning on the 1st day of June, 2015. The amount of Borrower's monthly payments may change in accordance with the terms outlined in Section 3 of this modification agreement. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 1st day of May, 2045, which is the present or extended Maturity Date.

The interest rate will be fixed for a period of seven (7) years (84 payments). The initial rate change will take place on the first day of the eighty-fourth (84th) month and on that day every twelve (12) months thereafter. Borrower's loan has "caps" which limit the amount of interest rate adjustments, as outlined in Section 3 (C) of this modification agreement.

3. CHANGE DATES

The initial fixed interest rate will change to an adjustable interest rate on the first day of May, 2022, and the adjustable interest rate may change on that day every 12th month thereafter. The date on which Borrower's initial fixed interest rate changes to an adjustable interest rate, and each date on which Borrower's adjustable interest rate could change, is called a "Change Date".

(A) THE INDEX

Beginning with the first Change Date, Borrower's adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index".

If the Index is no longer available, the Lender will choose a new index that is based upon comparable information. The Lender will give Borrower notice of this choice.

(B) CALCULATION OF CHANGES

Before each Change Date, the Lender will calculate Borrower's new interest rate by adding two and one quarter percentage points (2.25%) to the Current Index. The Lender will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 3(C) below, this rounded amount will be Borrower's new interest rate until the next Change Date.

The Lender will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that Borrower is expected to owe at the Change Date in full on the Maturity Date at Borrower's new interest rate in substantially equal payments. The result of this calculation will be the new amount of Borrower's monthly principal and interest payment.

(C) LIMITS ON INTEREST RATE CHANGES

The interest rate the Borrower is required to pay at the first Change Date will not be greater than five percentage points (5.00%) above the initial interest rate or less than the initial interest rate of 3.75%. Thereafter, Borrower's adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.00%) from the rate of interest Borrower has been paying for the preceding 12 months. Borrower's interest rate will never be greater than 8.75% nor less than the initial interest rate.

(D) EFFECTIVE DATE OF CHANGES

Borrower's new interest rate will become effective on each Change Date. Borrower will pay the amount of Borrower's new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the Borrower's monthly principal and interest payment changes again.

(E) NOTICE OF CHANGES

The Lender will deliver or mail to Borrower a notice of any changes in Borrower's initial fixed rate to an adjustable interest rate before the effective date of any change. The notice will include the amount of Borrower's monthly payment, any information required by law to be given to Borrower and also the title and telephone number of a person who will answer any question the Borrower may have regarding the notice.

Borrower will be notified in writing of any adjustments in Borrower's interest rate and payments at least 25, but no more than 120, days before Borrower's new interest rate will become effective. Because interest on Borrower's loan is collected in arrears, payment changes are effective one month after an adjustment to the interest rate.

4. If on the Maturity Date, Borrower still owes amounts under the Note, any note rider and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
5. 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.
6. 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, any note rider and the 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) The terms of this Agreement supersede the terms of any loan modification agreement, forbearance plan or workout agreement that Borrower may have previously entered into with Lender.

BY SIGNING BELOW, Borrower and Lender do each accept and agree to the terms and covenants in this Loan Modification Agreement as of the date first written above.

BORROWER

Jeffery L Hicks (Seal)
JEFFERY L HICKS, Borrower

By *Jeffery L Hicks* (SEAL)
Witness #1 (Sign Name)

By *Jeffery L Hicks* (SEAL)
Witness #1 (Print Name)

By *Teresa Parker* (SEAL)
Witness #2 (Sign Name)

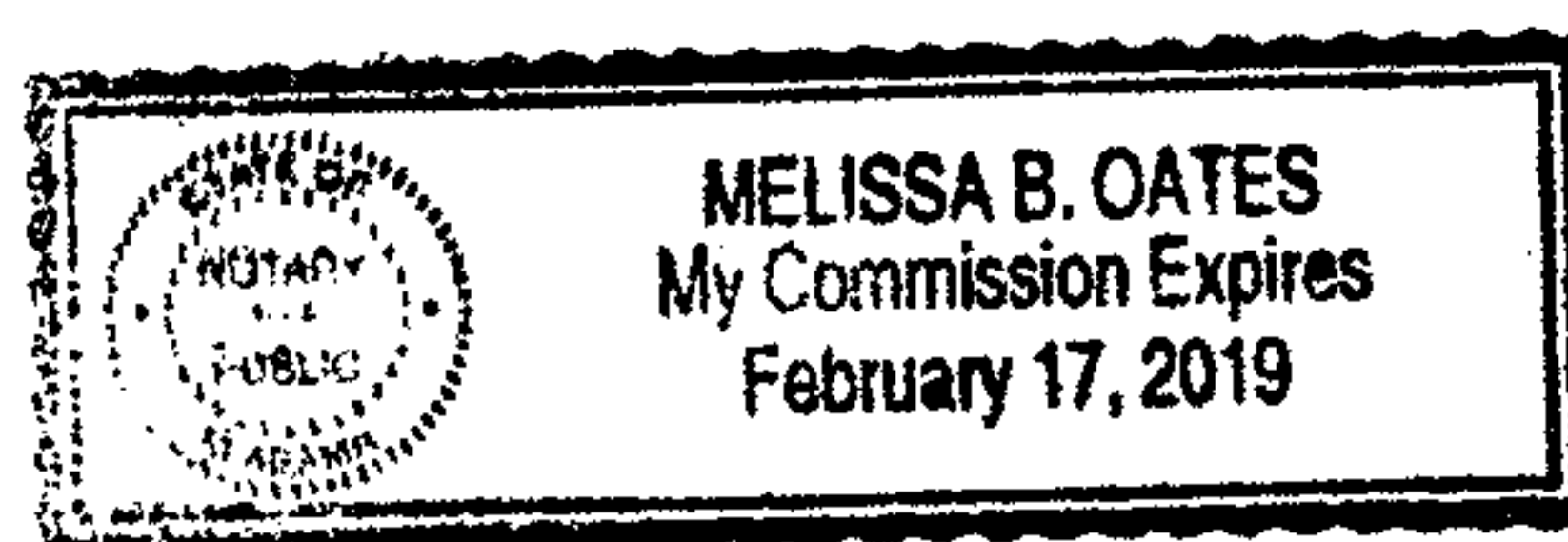
By *TERESA PARKER* (SEAL)
Witness #2 (Print Name)

State of Alabama §
County of Montgomery §

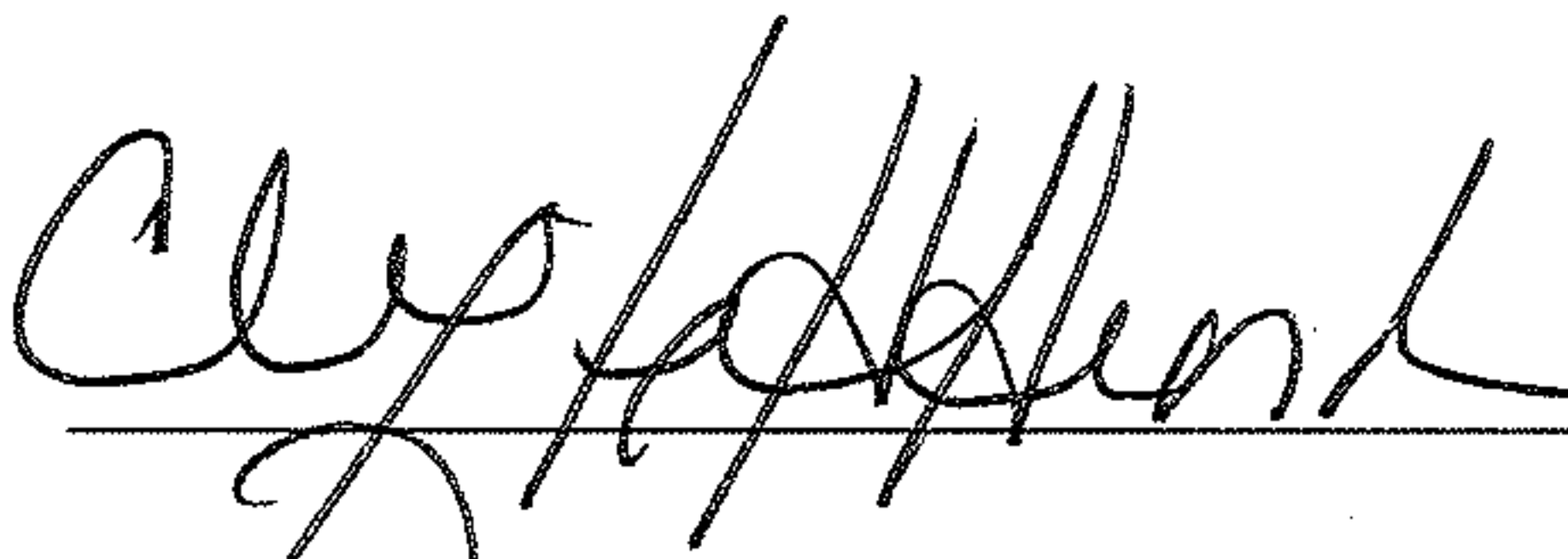
On this the 6 day of April, 2015, before me, (Notary's Name) Melissa B Oates personally appeared (Borrower/Title Holder's Name) JEFFERY L HICKS, who is/are personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that he/she/they executed the same as his/her/their voluntary act and deed.

WITNESS my hand and official seal.

Notary Signature Melissa B Oates (Seal)
My Commission Expires: 2/17/2019
Commission ID #: _____



SUNTRUST MORTGAGE, INC. (Lender)

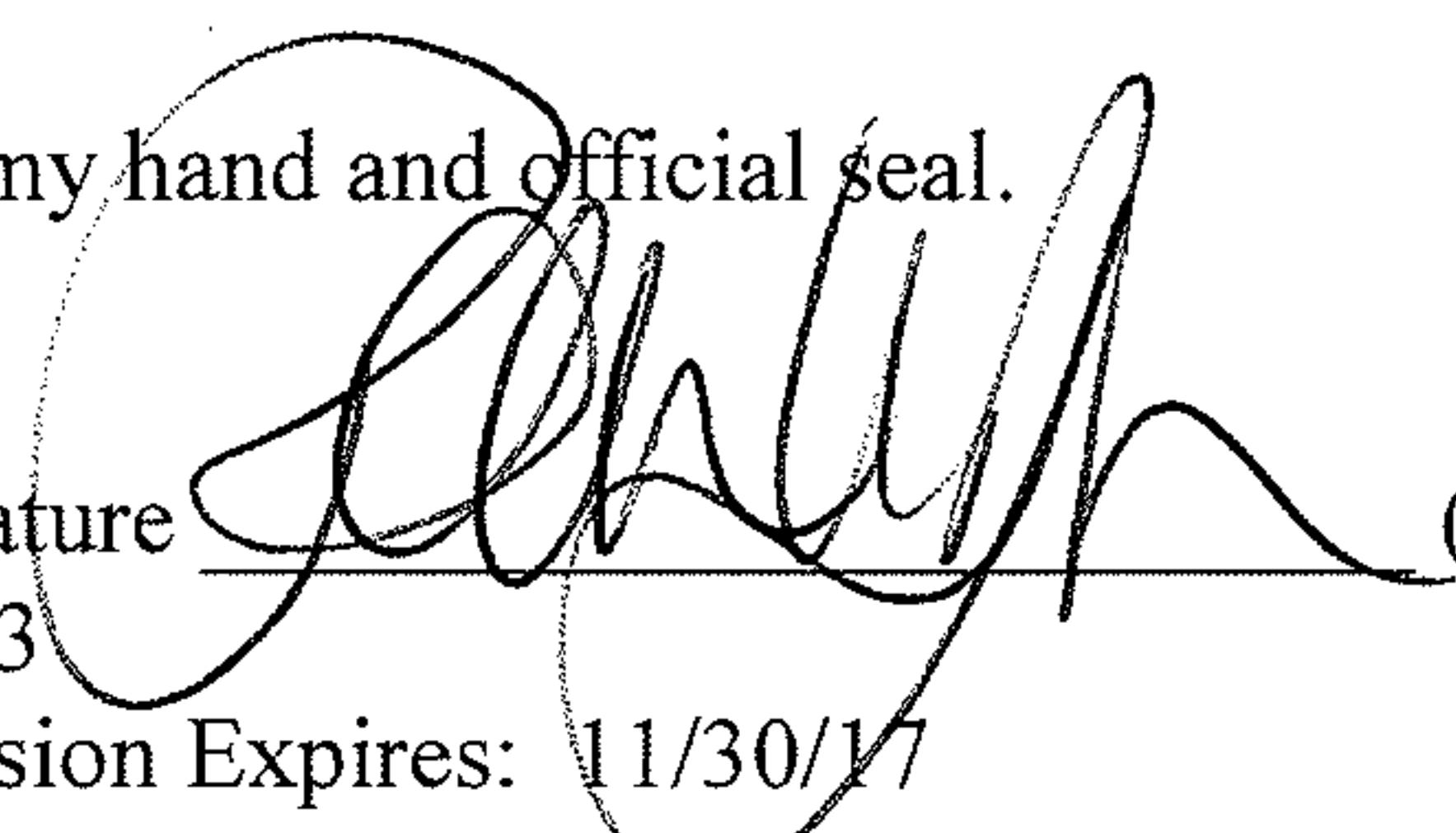
 (Seal)

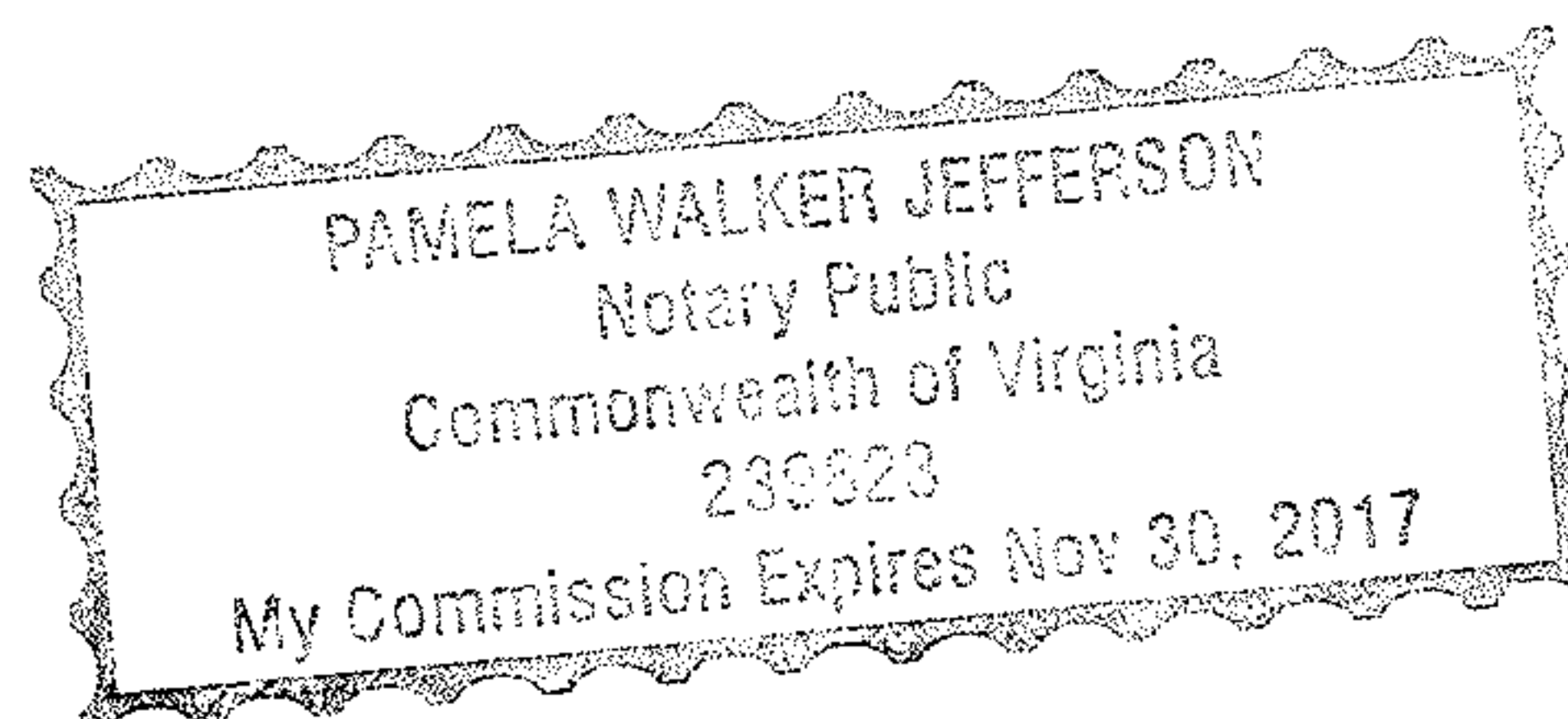
By: Cliftonia H. Henderson
Its: Vice President

Commonwealth of VIRGINIA§
County/City of RICHMOND§

On this the 13th day of April 2015, before me Pamela Walker Jefferson, personally appeared Cliftonia H. Henderson, who is/are personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that he/she executed the same as his/her voluntary act and deed and as the voluntary act and deed of the Lender in his/her authorized capacity on behalf of the Lender.

WITNESS my hand and official seal.

Notary Signature  (Seal)
ID# 239623
My Commission Expires: 11/30/17



_____[Space Below This Line For Acknowledgments]_____

Legal Description

Lot 47, according to the Survey of Final Plat of Saddle Lake Farms, Second Addition, Phases 3, 4, 5, 6 and 7, as recorded in Map Book 29, Page 34, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/08/2015 03:09:16 PM
\$29.00 DEBBIE
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A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the printed name of the Probate Judge.