

20150805000269600
08/05/2015 01:04:55 PM
MORTAMEN 1/9

~~When recorded~~ mail to: #:9673152

First American Title 

Loss Mitigation Title Services 1348.10 BS

P.O. Box 27670

Santa Ana, CA 92799

RE: CHAFIN - PROPERTY REPORT

Document Prepared by:

Justin Hayes

MidFirst Bank

999 N.W. Grand Boulevard, Suite 100

Oklahoma City, OK 73118-6116

1-800-552-3000



Please cross-reference to: Instrument Number: 20080528000215540,, SHELBY County
Alabama.

LOAN MODIFICATION AGREEMENT
FIXED RATE LOAN

This Loan Modification Agreement ("Agreement"), made this June 15, 2015, between **JAMES BRIAN CHAFIN AKA JAMES B CHAFIN & CINDY WOMBLE CHAFIN AKA CINDY W CHAFIN, husband and wife** ("Borrower") and MidFirst Bank, a federally chartered savings association located at 501 N.W. Grand Blvd. Oklahoma City, OK 73118 ("Lender"), renews, amends, supplements and extends: (1) the Mortgage, Deed of Trust, or Security Deed ("Security Instrument") recorded on 5/28/2008, in Instrument Number: 20080528000215540,, in SHELBY County, Alabama and (2) the Promissory Note ("Note") bearing the same date, in the original principal amount of \$270,623.00 and secured by, the Security Instrument and other loan documents typically referred to as "addenda" or "riders" (collectively referred to herein as Loan Documents), which are secured by the real and personal property described in the Security

Borrower Initial Lines

Instrument, located at 300 FAUSTON CT, HELENA, AL 35080, the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof.

Parcel # 135211004022000

(Herein defined as "Property").

Capitalized Amount: \$0.00

Being the same property conveyed to JAMES BRIAN CHAFIN AKA JAMES B CHAFIN & CINDY WOMBLE CHAFIN AKA CINDY W CHAFIN by Deed recorded 6/24/2004 and recorded in Instrument Number: 20040624000344950 in SHELBY County Alabama

Borrower is in default or at imminent risk of default under the Loan Documents and desires (i) that the Lender forbear from exercising its rights under the Loan Documents, (ii) to extend or rearrange the time and manner of payment of the Note and other obligations due to Lender under the Loan Documents, and (iii) to extend and carry forward the lien(s) on the Property, whether created by the Security Instrument or otherwise. Lender, the legal holder of the Note and of the lien(s) securing the same, has agreed to Borrower's request to so forbear, to extend or rearrange the time and manner of payment of the Note, and to grant certain other financial accommodations pursuant to the terms of this Agreement.

In consideration of the mutual promises and agreements exchanged, and other good and valuable consideration paid by each of the parties to the other, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to modify, renew and extend the Note and Security Instrument and any other Loan Documents, as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Acknowledgement of Unpaid Balance and Expenses:

Borrower acknowledges that as of 06/09/2015 Borrower owes Lender the unpaid balance of **\$264,463.24** ("Unpaid Balance"), in addition to the other fees, charges and expenses described in the section of the Agreement entitled "Acknowledgement of Unpaid Fees and Costs." The Unpaid Balance includes unpaid principal of \$261,211.62, unpaid interest of \$3,096.26, escrows advanced of \$882.69, and certain unpaid fees of \$0.00, less \$727.33 in suspense funds.

Borrower acknowledges that **\$27,508.61** of the Unpaid Balance shall be deferred ("Deferred Balance") and repaid to the Department of Housing and Urban Development ("HUD") according to the terms of the HUD Partial Claim that is memorialized in a Subordinate Note and Subordinate Mortgage/Deed of Trust between Borrower and the HUD ("HUD Partial Claim Documents"). Borrower shall not be required to make monthly

Borrower Initial Lines


payments on the ~~Deferred~~ Balance but, rather, shall repay that amount to HUD according to the terms of the HUD Partial Claim Documents.

After deferment of the Deferred Balance and application of that amount to the HUD Partial Claim, the amount owed by Borrower under the terms of this Agreement is **\$236,954.63** ("Modified Principal Balance"). Borrower hereby renews, extends and promises to pay the Modified Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Modified Principal Balance until the full amount of the Modified Principal Balance and the other amounts due hereunder and under the Loan Documents have been paid in accordance with the terms and conditions of the Loan Documents, as modified by this Agreement. All references in the Loan Documents to "Principal" shall be deemed to refer to the Modified Principal Balance.

2. Acknowledgement of Unpaid Fees and Costs:

Borrower agrees to pay all outstanding late charges, recording fees, title examination, attorney's fees and other costs, fees and expenses Lender incurs as a result of this modification, as well as all other costs, fees and expenses now due and owing under the Loan Documents plus such other charges, costs, fees and expenses incurred hereafter (the total sum of which is referred to as "Fees and Costs").

Lender has agreed to postpone the collection of any outstanding Fees and Costs that are not paid in advance or that are not included in the Modified Principal Balance. The outstanding Fees and Costs remain due and payable to Lender and shall be paid by Borrower, with interest as permitted by the Loan Documents. Furthermore, outstanding Fees and Costs shall be payable to Lender on demand of Lender and shall be secured by the Security Instrument to the extent provided in the Security Instrument and otherwise permissible under applicable laws and requirements.

3. Interest Calculation:

Interest will be calculated at a fixed yearly interest rate of **4.125%**.

4. Payment Amounts, Time of Payments and Maturity Date:

- a. Borrower acknowledges and agrees that Borrower shall, beginning on **7/1/2015**, through the Maturity Date, make monthly payments of U.S. **\$1,148.40** for principal and interest and shall continue to make such payments in accordance with the terms and conditions set forth in the Loan Documents until the Modified Principal Balance is paid in full.
- b. An escrow account has been established under the terms and conditions of the Loan Documents. Borrower will make an escrow payment each month on each payment due date. The escrow payment currently is **\$292.25** per month, which is subject to change depending on the amounts attributable to taxes, insurance and other escrow items. **The present combined Monthly Payment and Escrow Payment will be \$1,440.65.** The escrow payment will be re-analyzed from time to time in accordance

Borrower Initial Lines

[Handwritten signatures]

with the terms of the Loan Documents to determine the appropriate escrow payment amount so that taxes, insurance, and other escrow items may be paid appropriately. The escrow payment amount will be combined with the monthly principal and interest payment amount.

- c. The Maturity Date of the Loan is extended to **6/1/2045**. If Borrower still owes amounts to Lender on the new Maturity Date, Borrower will pay these amounts in full on the Maturity Date.

5. Place of Payment:

Borrower agrees to make payments at the following address or such other place as the Lender may require upon written notice to Borrower:

Midland Mortgage - A Division of MidFirst Bank
Attn: Cashiers
P.O. Box 268888
Oklahoma City, OK 73126-8888

6. Adjustable Rate Loan Provisions in Note:

If the interest rate in the Interest Calculation section of this Agreement is calculated as provided in the Note, any rate and payment adjustment provisions in the Note will apply. If the interest rate in the Interest Calculation section of this Agreement is fixed, any rate and payment adjustment provisions in the Note will not apply.

7. Sale or Transfer of Property by Borrower:

- a. If all or any part of the Property or any interest in it is sold or transferred (or, if Borrower is not a natural person, any beneficial interest in Borrower is sold or transferred) without the Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.
- b. 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 the designated period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

8. Compliance with Loan Documents:

Borrower represents that, except for the payments described in this Agreement, Borrower is in full compliance with the covenants in the Loan Documents and that all of the representations and warranties contained in the Loan Documents are true, correct or satisfied as of the effective date of this Agreement.

Borrower Initial Lines

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9. Renewal and Extension

It is the intention of the parties that all liens and security interests described in the Loan Documents are hereby renewed and extended until the Modified Principal Balance and other obligations to Lender, have been fully paid. Borrower and Lender acknowledge and agree that the extension, amendment, modification or rearrangement effected by this Agreement shall in no manner affect or impair the Note or the liens and security interests securing the Note. The parties mutually agree that the purposes of this Agreement is to extend, modify, amend or rearrange the time and manner of payment of the Loan Documents and the indebtedness evidenced thereby, and to carry forward all liens and security interests (including, if applicable, any and all vendor's liens), which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect to fully secure the payment of the Note.

10. No Waiver of Lender's Rights Regarding Default:

All the rights, remedies, stipulations, and conditions contained in the Loan Documents relating to default in the making of payments under the Loan Documents also shall apply to default in the making of the modified payments hereunder. Nothing contained herein shall be deemed to be a waiver by Lender of any terms or conditions of the Loan Documents as modified by this Agreement. This Agreement shall in no way be deemed to be a waiver of Lender's rights and remedies by reason of any default by Borrower under the Loan Documents as herein modified, including without limitation future payment defaults. Nothing in this Agreement shall constitute an agreement by Lender to any future modification of the Loan Documents and Lender expressly reserves the right to refuse to agree to any future modifications.

11. Bankruptcy:

If, since inception of this loan through date of this Agreement, Borrower has received a discharge in a Chapter 7 bankruptcy and there has been no valid reaffirmation of the underlying debt, the Lender is not attempting to re-establish any personal liability for the underlying debt by entering into this Agreement. The parties acknowledge however, that Lender retains certain rights, including but not limited to, the right to foreclose its interest in the property under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its right and pursuing its remedies under the Security Instrument as a result of Borrower's default.

12. Loan Documents Remain In Full Force and Effect:

The provisions of the Loan Documents, as amended by this Agreement, shall continue in full force and effect, and Borrower acknowledges and reaffirms Borrower's liability to Lender under the Loan Documents, subject to the bankruptcy exception in the Bankruptcy section of this Agreement. In the event of any inconsistency between this

Borrower Initial Lines


Agreement and the terms of the Loan Documents, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a novation, satisfaction or release, in whole or in part, of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents remain unchanged, and Borrower and Lender are bound and must comply with all of the terms and provisions of the Loan Documents, except as amended by this Agreement.

13. Execution of Additional Documentation:

Borrower agrees to make and execute 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 be incorporated into this Agreement and shall bind and inure to Borrower's heirs, executors, administrators, and assigns.

14. Miscellaneous:

Lender does not, by execution of this Agreement, waive any rights it may have against any person not a party to the Agreement.

- a. If any court of competent jurisdiction shall declare any provision of this Agreement to be invalid, to any extent, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect to bind the parties.
- b. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.
- c. This Agreement shall be governed by the laws of the State where the Property is located.

15. Effective Date:

This Agreement shall be effective upon the execution of this Agreement by Lender and Borrower and as of the date first written above.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LOAN MODIFICATION AGREEMENT, TOGETHER WITH THE LOAN DOCUMENTS AND ANY EXHIBITS AND SCHEDULES THERETO, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND CONTROL OVER ALL PRIOR NEGOTIATIONS, AGREEMENTS AND UNDERTAKINGS BETWEEN THE PARTIES WITH RESPECT TO SUCH MATTER. ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY BE LEGALLY ENFORCED. THIS LOAN MODIFICATION AGREEMENT MAY BE AMENDED OR CHANGED ONLY BY A WRITTEN INSTRUMENT EXECUTED BY THE PARTIES OR THEIR AUTHORIZED ASSIGNEES.

Borrower Initial Lines


BORROWER

James B Chafin
JAMES BRIAN CHAFIN AKA JAMES B CHAFIN

6-24-15
Date

Cindy W Chafin
CINDY WOMBLE CHAFIN AKA CINDY W CHAFIN

6/24/15
Date

Acknowledgement

STATE OF ALABAMA)

) SS:

COUNTY OF SHELBY)

On the 24th day of June, 2015, before me, the undersigned, a notary public in and for said state, personally appeared **JAMES BRIAN CHAFIN AKA JAMES B CHAFIN & CINDY WOMBLE CHAFIN AKA CINDY W CHAFIN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

In witness whereof, I hereunto set my hand and official seal.

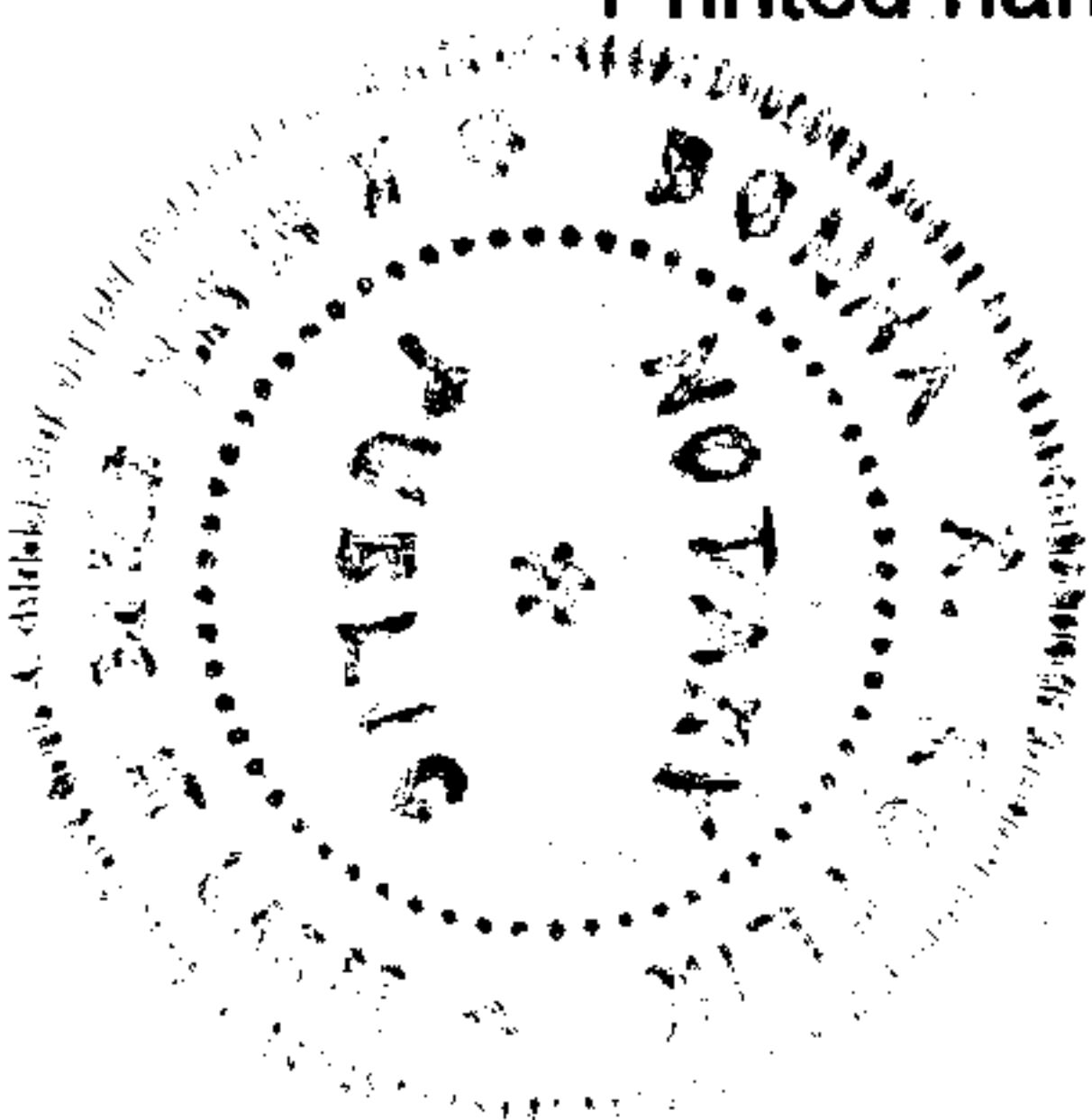
Donna R Kotlik
Notary Public

DONNA R KOTLIK
Printed name of notary

County of Residence: Blount

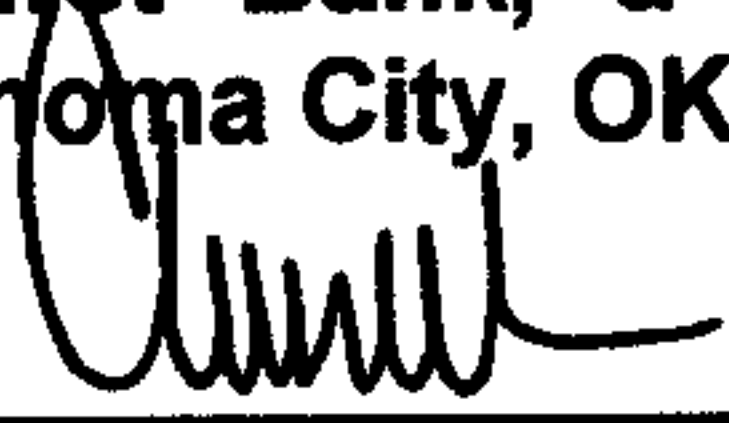
Commission Number: _____

My Commission Expires: Oct 11, 2015



LENDER

MidFirst Bank, a federally chartered savings association located at 501 N.W. Grand Blvd.
Oklahoma City, OK 73118



Vice President, MidFirst Bank

Chris Weeks

Printed Name

Acknowledgement

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On the 2 day of 7, 2015, before me, the undersigned, a notary public in and for said state, personally appeared **Chris Weeks**, who acknowledged himself/herself/themselves to be a Vice President of MidFirst Bank, a federally chartered savings association located at 501 N.W. Grand Blvd. Oklahoma City, OK 73118, and who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity as Vice President of MidFirst Bank, a federally chartered savings association located at 501 N.W. Grand Blvd. Oklahoma City, OK 73118, and that by his/her/their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

In witness whereof, I hereunto set my hand and official seal.

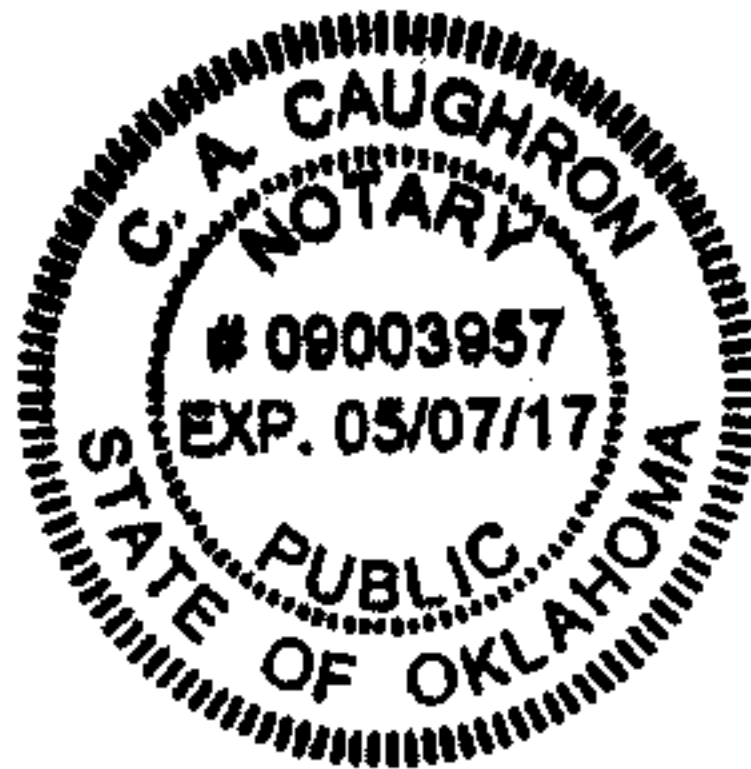
Notary Public

C.A. Caughron

Printed name of notary

County of Residence: Canadian

My Commission Expires: _____



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Exhibit "A"

LOT 22, ACCORDING TO THE SURVEY OF FALLISTON RIDGE, SECOND SECTOR, AS
RECORDED IN MAP BOOK 31 PAGE 87, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

CHAFIN
50313089
FIRST AMERICAN ELS
MODIFICATION AGREEMENT
AL
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WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
08/05/2015 01:04:55 PM
\$436.75 JESSICA
20150805000269600

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the official text of the clerk's office.