

20150820000290480
08/20/2015 03:11:59 PM
MORTAMEN 1/5

Source of Title

Deed Book N/A

Page N/A

Instrument No.: 1992-29134

After Recording Return To:

RUTH RUHL, P.C.

Attn: Recording Department
12700 Park Central Drive, Suite 850
Dallas, Texas 75251

This Document Prepared By:

RUTH RUHL, P.C.

Ruth Ruhl, Esquire
12700 Park Central Drive, Suite 850
Dallas, Texas 75251

Loan No.: 1424178430

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is made July 20th, 2015, between
Sandra A Lovell and John Timothy Lovell, wife and husband
("Borrower") and
LNV Corporation

("Lender"),
and amends and supplements (1) the Note (the "Note") made by the Borrower, dated September 7th, 2004, in the
original principal sum of U.S.\$ 118,000.00, and (2) the Mortgage, Deed of Trust or Security Deed (the
"Security Instrument"), recorded on September 20th, 2004, in Mortgage Book N/A, Page N/A,
Instrument No. 20040920000515100, Official Records of Shelby County, Alabama.
The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and
personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"),
which is located at 2333 Tahiti Lane, Alabaster, Alabama 35007.

"The original loan amount was \$ 118,000.00 and the Unpaid Principal Balance is \$ 102,385.95. The portion of
the Unpaid Principal Balance which is subject to mortgage registry tax is \$0.00."

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That real property is described as follows:

LOT 40, IN BLOCK 1, ACCORDING TO THE SURVEY OF SOUTHWIND, SECOND SECTOR, AS RECORDED IN MAP BOOK 6, PAGE 106, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, SITUATED IN SHELBY COUNTY, ALABAMA.
TAX ID: 23 2 10 4 001 024.000

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower ☒ is, ☐ is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$ 4,447.02 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of July 1st, 2015 , the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 102,385.95 .
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.375 %, beginning July 1st, 2015 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 770.51 , beginning on the 1st day of August , 2015 , and continuing thereafter on the same day of each succeeding month. If on October 1st, 2034 , (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at MGC Mortgage, Inc., 1 Corporate Drive, Suite 360, Lake Zurich, Illinois 60047
or at such place as the Lender may require.

4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and Security Instrument, including without limitation the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.

5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

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6. WAIVER.


AS A MATERIAL INDUCEMENT TO LENDER TO ENTER INTO THIS AGREEMENT, EACH BORROWER, ON BEHALF OF HIMSELF AND HERSELF AND HIS AND HER SUCCESSORS, ASSIGNS, HEIRS, LEGAL REPRESENTATIVES AND CONSTITUENTS (WHETHER OR NOT A PARTY HERETO) (BORROWER AND SUCH SUCCESSORS, ASSIGNS, HEIRS, LEGAL REPRESENTATIVES AND CONSTITUENTS BEING REFERRED TO HEREIN COLLECTIVELY AND INDIVIDUALLY, AS "OBLIGORS, ET AL."), HEREBY FULLY, FINALLY AND COMPLETELY RELEASE AND FOREVER DISCHARGE ORIGINAL LENDER, LENDER AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AFFILIATES, SUBSIDIARIES, PARENTS, OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS, PAST, PRESENT AND FUTURE, AND THEIR RESPECTIVE HEIRS, PREDECESSORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY AND INDIVIDUALLY, "LENDER, ET AL.") OF AND FROM ANY AND ALL CLAIMS, CONTROVERSIES, DISPUTES, LIABILITIES, OBLIGATIONS, DEMANDS, DAMAGES, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), DEBTS, LIENS, ACTIONS AND CAUSES OF ACTION OF ANY AND EVERY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY THEROF RELATING TO THE LOAN, AND WAIVE AND RELEASE ANY DEFENSE, RIGHT OF COUNTERCLAIM, RIGHT OF SET-OFF OR DEDUCTION TO THE PAYMENT OF THE INDEBTEDNESS EVIDENCED BY THE NOTE AND/OR THE MORTGAGE OR ANY OTHER LOAN DOCUMENT WHICH OBLIGORS, ET AL. NOW HAVE OR MAY CLAIM TO HAVE AGAINST LENDER, ET AL., OR ANY THEREOF, ARISING OUT OF, CONNECTED WITH OR RELATING TO ANY AND ALL ACTS, OMISSIONS OR EVENTS OCCURRING PRIOR TO THE EXECUTION OF THIS AGREEMENT.

7. AFFIRMATION.

Borrower hereby affirms, confirms, ratifies, renews and extends the debts, duties, obligations, liabilities, rights, titles, security interests, liens, powers and privileges created or arising by virtue of the Loan Documents, as each is amended hereby, until all of the indebtedness and obligations relating to the Loan have been paid and performed in full. Borrower confirms that Lender has not released, forgiven, discharged, impaired, waived or relinquished, and does not hereby release, forgive, discharge, impair, waive or relinquish any rights, titles, interests, liens, security interests, collateral, parties, remedies or any other matter with respect to the Loan, or any of the Loan Documents, but rather Lender is expressly retaining and reserving the same to their fullest extent.

[To be signed by all Borrowers, endorser, guarantors, sureties, and other parties signing the Note or Security Instrument].

8-4-15
Date

 (Seal)
Sandra A Lovell -Borrower

8-4-15
Date

 (Seal)
John Timothy Lovell -Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

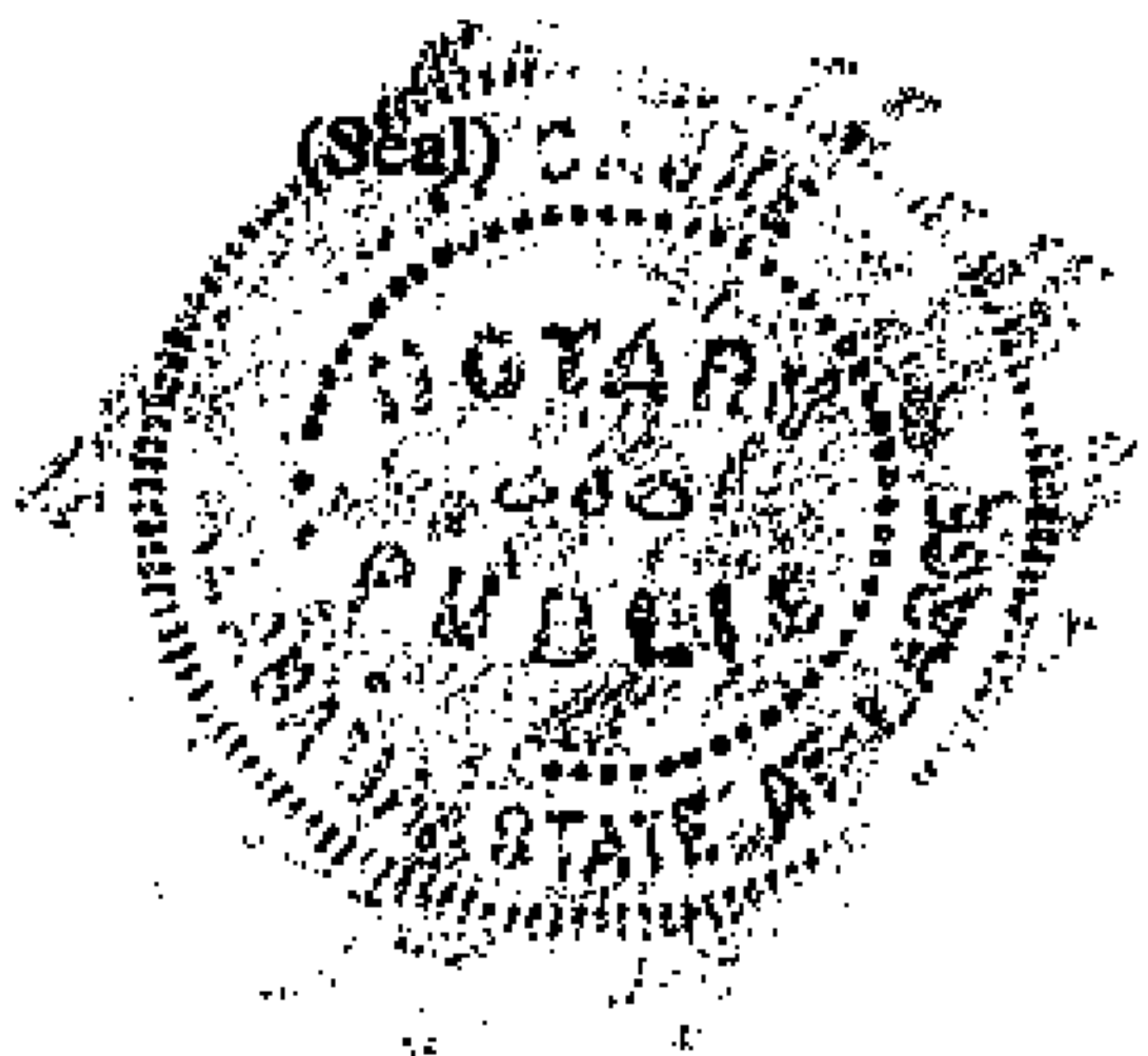
BORROWER ACKNOWLEDGMENT

State of Alabama KAC §
County of Jefferson §
Shelby §

I, K.P. Caskey Notary Public *[name and style of officer]*,
hereby certify that Sandra A Lovell and John Timothy Lovell

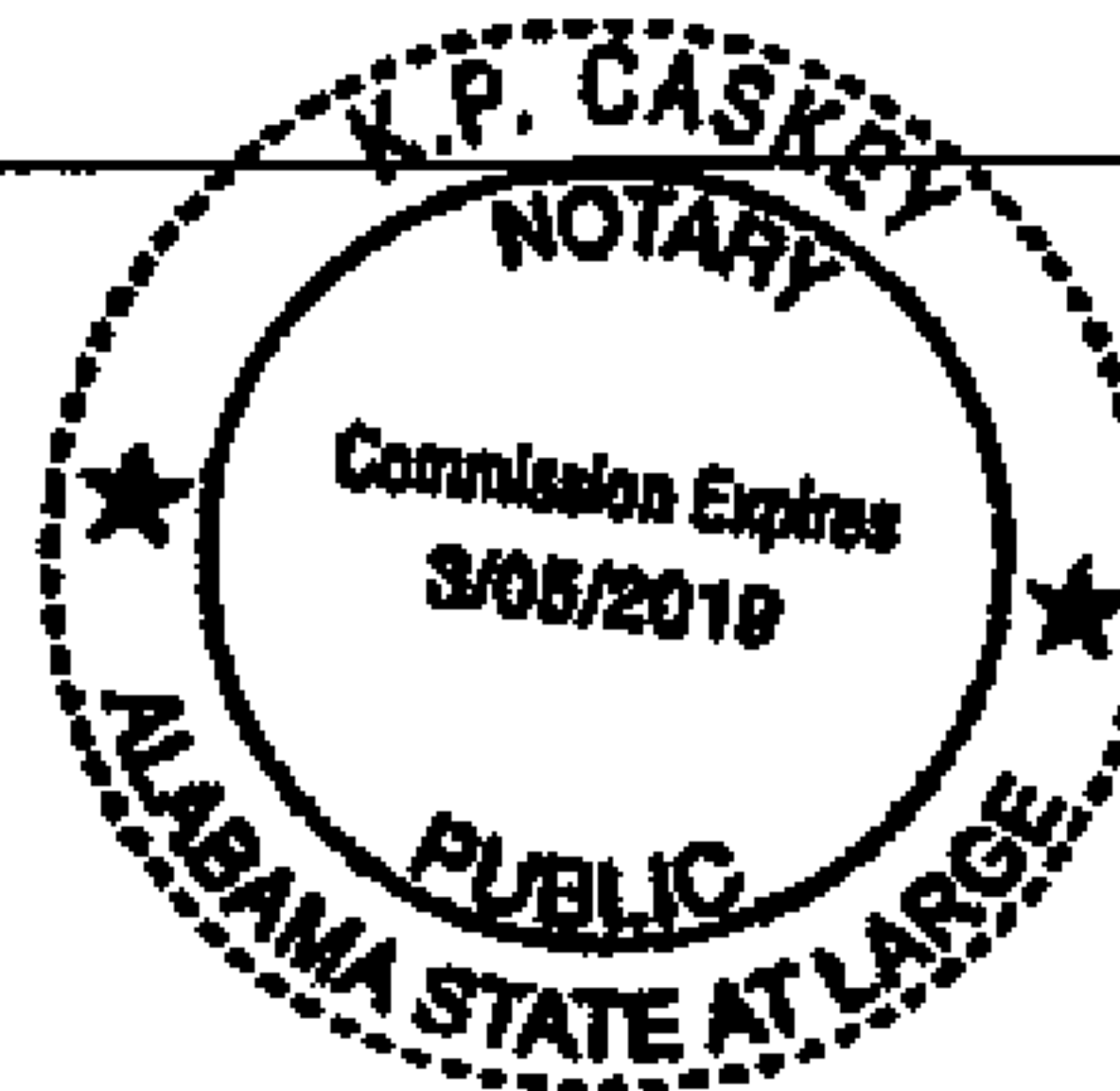
whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day
that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears
date.

Given under my hand this 4th day of August, A.D. 2015.



K.P. Caskey
Notary Signature

K.P. CASKEY
Notary Public
Style of Officer



Loan No.: 1424178430

Loan No.: 1424178430

LVN Corporation

-Lender

8.10.15

-Date

By: AF

Authorized Signer

Its: ANTHONY FIORE

ANTHONY FIORE

LENDER ACKNOWLEDGMENT

State of IL

County of Lake

I, PATRICIA C. RAFALOWITZ, a NOTARY in and for said County in said State, hereby certify that ANTHONY FIORE whose name as Authorized Signer of LVN Corporation

is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 the 10 day of August, 2015.

(Seal)

OFFICIAL SEAL
PATRICIA C. RAFALOWITZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/29/18

Patricia C. Rafalowitz
Notary Signature

Notary
Style of Officer

ACKNOWLEDGMENT (ALABAMA)

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Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
08/20/2015 03:11:59 PM
\$27.00 CHERRY
20150820000290480

James W. Fuhrmeister