


STATE OF ALABAMA

)

SHELBY COUNTY

  
20160113000013070 1/3 \$21.00  
Shelby Cnty Judge of Probate, AL  
01/13/2016 01:25:11 PM FILED/CERT

*This instrument was prepared by:*  
Gregory Goodwin  
Greater Birmingham Habitat for  
Humanity, Inc.  
PO Box 540  
Fairfield, AL 35064

## MODIFICATION AGREEMENT

This Modification Agreement is made and entered into this 17<sup>th</sup> day of December, 2015 by and between Tilwana Conwell, an unmarried woman, (hereinafter referred to as "Borrower") and Greater Birmingham Habitat for Humanity, Inc. (hereinafter referred to as "Lender") for the property located at 312 Creek Run Circle, Calera, AL 35040.

## WITNESSETH

WHEREAS, Borrower executed an adjustable rate note (the "Note") in favor of the Lender dated April 9, 2013, in the original principal amount of \$100,613.15; and

WHEREAS, Borrower executed a mortgage, deed of trust or security deed (the "Security Instrument") dated April 9, 2013, in favor of the Lender securing the indebtedness herein by referenced Note with a parcel of land described on Exhibit "A" attached hereto and incorporated therein by referenced and being more particularly described in said Security Instrument; and

WHEREAS, the above referenced Security Instrument was recorded as instrument number 201304290000171940, of the Shelby County, Alabama, record on 04/29/2013; and

WHEREAS, the parties now desire to amend and modify the Note and the Security Instrument to provide for changes in the terms;

NOW THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is herein acknowledged, the parties do herein agree to the modification of the Note and the Security Instrument as herein set forth:

### 1.

The Note is herein amended and modified as follows:

- ☐ Paragraph 3(A) of the Note is herein amended to provide that the maturity date will be December 1, 2040.
- ☐ Paragraph 3(B) of the Note is herein amended to provide that the monthly payments will be in the amount of \$296.79, and to further provide that this amount will not change during the term of the Note.

### 2.

The Security Instrument is herein amended and modified as follows:

- ☐ Effective as of this date, the new maturity date shall be December 1, 2040.

### 3.

All other terms and provision of the Note and the Security Instrument not herein specifically amended and modified shall remain in full force and effect as originally set forth in the respective documents. Nothing contained herein shall be understood or construed to be a satisfaction or release in whole or in part of the Note or Security Instrument.

### 4.

Borrower herein represents and warrants that it is not in default under the terms of the Note or the Security Instrument, and further that it knows of no event that has occurred which, but for the

passage of time, would constitute an event of default under the terms of the Note or the Security Instrument.

5.

- ☐ There are no intangible taxes due upon the recording of this Modification Agreement because the intangible tax was paid at the time of the recording of the Security Instrument and the amount of the underlying indebtedness has not increased.

In witness whereof, the undersigned Borrower has hereunto set their hands and affixed their seals as of the day and year first above written.

AS TO BORROWER:

BORROWER

Signed, sealed and delivered in the presence of:

  
Witness

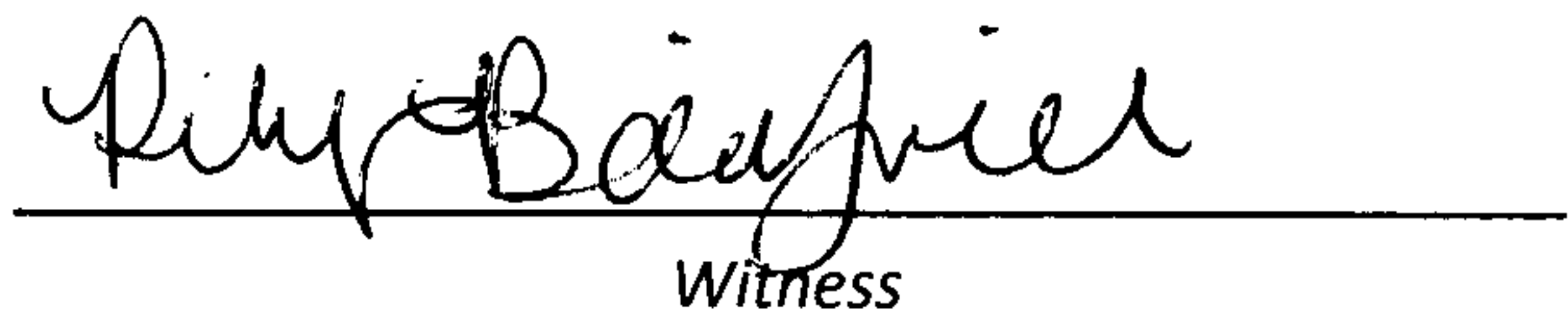
X  (Seal)  
Tilwana Conwell

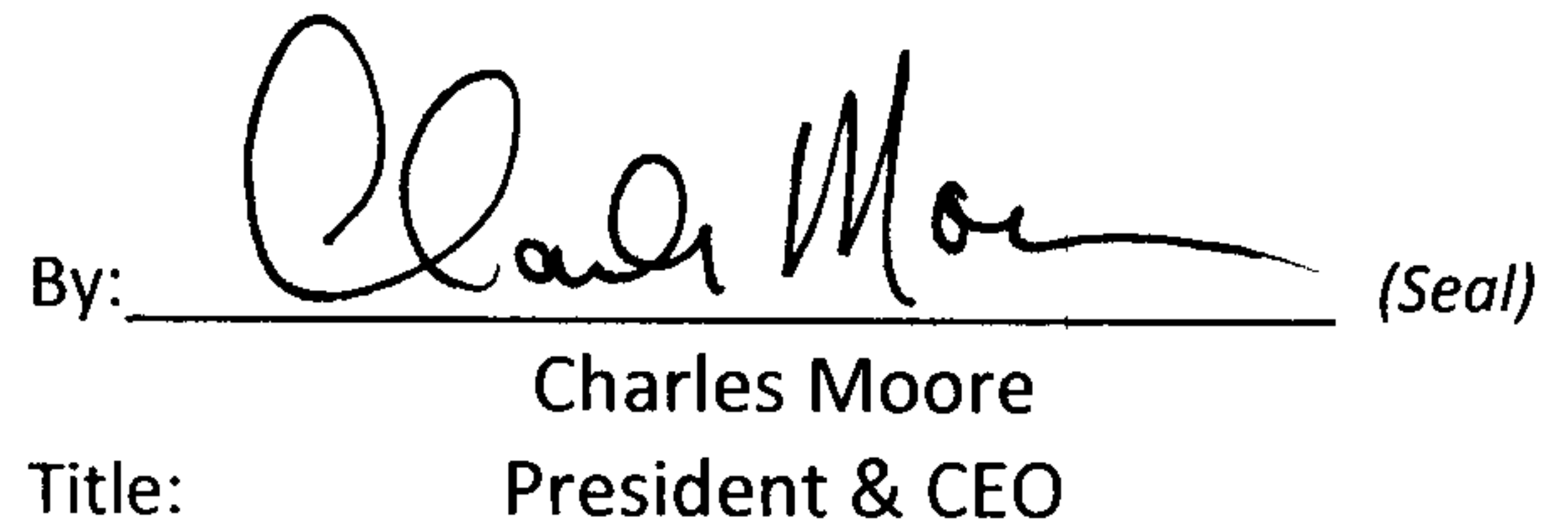
In witness whereof, the undersigned Lender has hereunto set their hands and affixed their seals as of the day and year first above written.

AS TO LENDER:

LENDER

Signed, sealed and delivered in the presence of:

  
Witness

By:  (Seal)  
Charles Moore  
Title: President & CEO

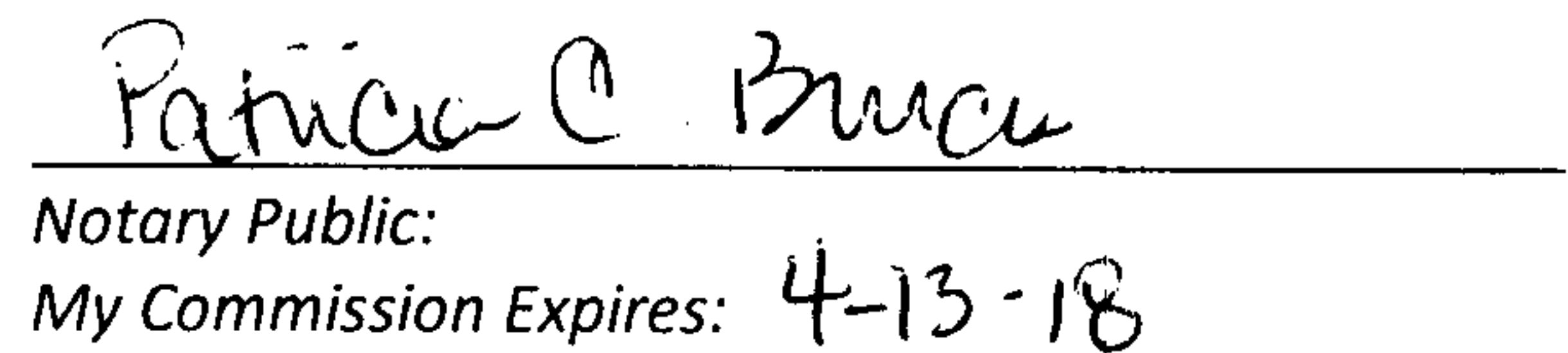
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ACKNOWLEDGEMENT AS TO BORROWER

STATE OF ALABAMA     )  
                                      :  
JEFFERSON COUNTY    )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Tilwana Conwell 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17<sup>th</sup> day of December, 2015.

  
Notary Public:  
My Commission Expires: 4-13-18



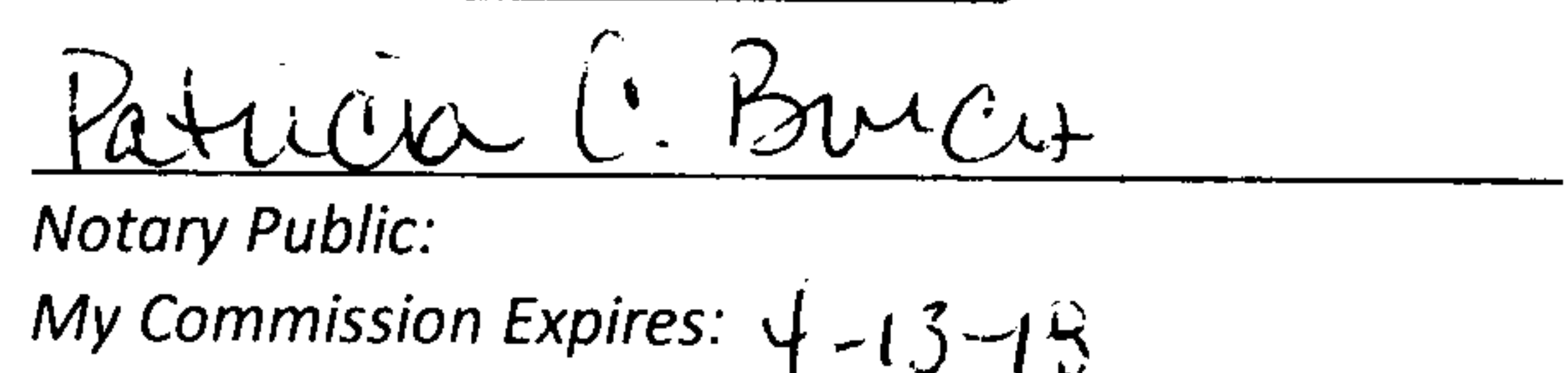
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ACKNOWLEDGEMENT AS TO LENDER

STATE OF ALABAMA     )  
                                      :  
JEFFERSON COUNTY    )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Charles Moore as President & CEO of Greater Birmingham Habitat for Humanity, Inc 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 and with full authority as President & CEO on the day the same bears date.

Given under my hand and official seal this 17<sup>th</sup> day of December, 2015.

  
Notary Public:  
My Commission Expires: 4-13-18

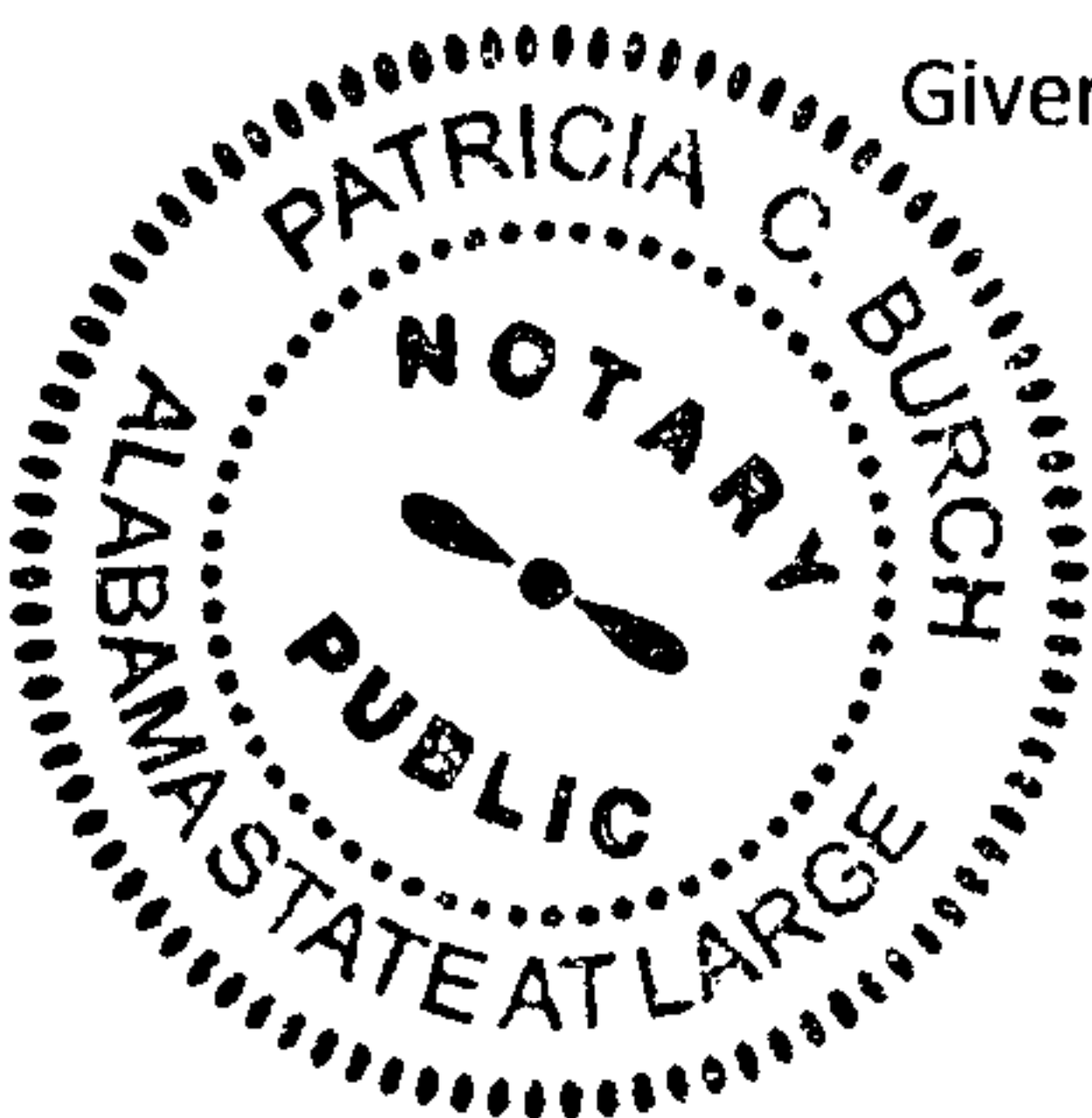



Exhibit "A"  
Property Description

  
20160113000013070 3/3 \$21.00  
Shelby Cnty Judge of Probate, AL  
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Lot 130, according to the Final Plat of Shiloh Creek, Sector One, Plat II, as recorded in Map Book 42, Page 43, in the Probate Office of Shelby County, Alabama, which currently has the address of 312 Creek Run Circle, Calera, AL 35040.