

After Recording Return To:
Crescent Mortgage Company
Post Closing Department
6600 Peachtree Dunwoody Rd NE, 600
Embassy Row, Suite 650
Atlanta, GA 30328

This Document Prepared By:
William A. Fowler, Jr., VP
Title: _____

Crescent Mortgage Company
6600 Peachtree Dunwoody Rd. NE, 600
Embassy Row, Suite 650
Atlanta, GA 30328

20160818000295410 1/5 \$28.00
Shelby Cnty Judge of Probate, AL
08/18/2016 08:07:42 AM FILED/CERT

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Loan No: 3000069072

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 27th day of July, 2016, between Justin B Parker and Alice J Parker as Husband and Wife as Joint Tenants With Right of Survivorship, whose address is 7278 Cahaba Valley Road # 1131B, Birmingham, AL 35242 ("Borrower") and Bryant Bank, whose address is 1550 McFarland Boulevard North, Tuscaloosa, AL 35406 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated November 06, 2015 and recorded in Book/Liber 20151116000395, Page 20 pages, of the Official Records of SHELBY County, and (2) 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

735 County Road 40, Wilsonville, AL 35186,

(Property Address)

the real property described being set forth as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND BY THIS REFERENCE MADE PART
HEREOF Tax Parcel No.: 16-5-21-0-000-021.000

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 July 27, 2016, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$261,600.00, 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 3.625%, from July



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27, 2016. Borrower promises to make monthly payments of principal and interest of U.S. \$1,193.03, beginning on the 1st day of **September, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.625% will remain in effect until principal and interest are paid in full. If on **August 1, 2046** (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.

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 the 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 the Security Instrument without further notice or demand on Borrower.

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



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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) 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 [].

In Witness Whereof, the Lender and I have executed this Agreement.


Borrower - **Justin B Parker**

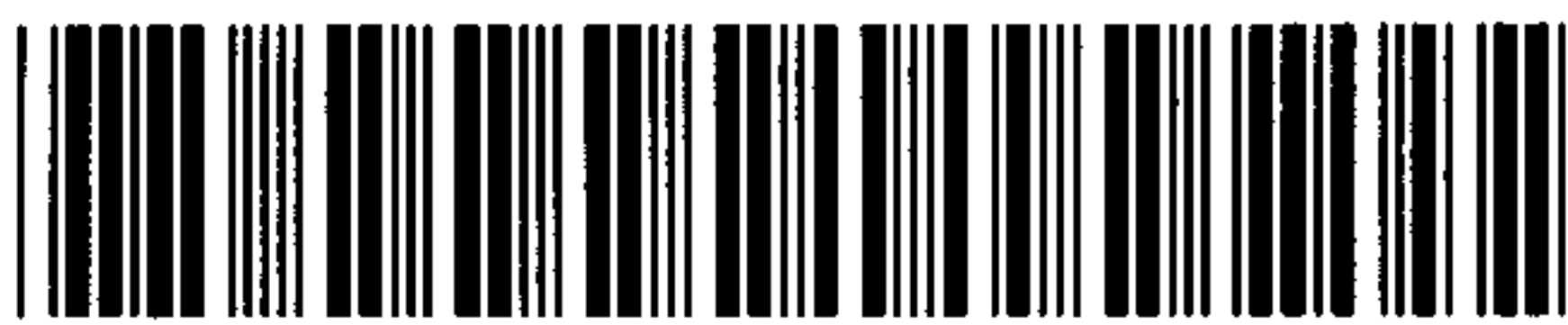
(Seal)


Borrower - **Alice J Parker**

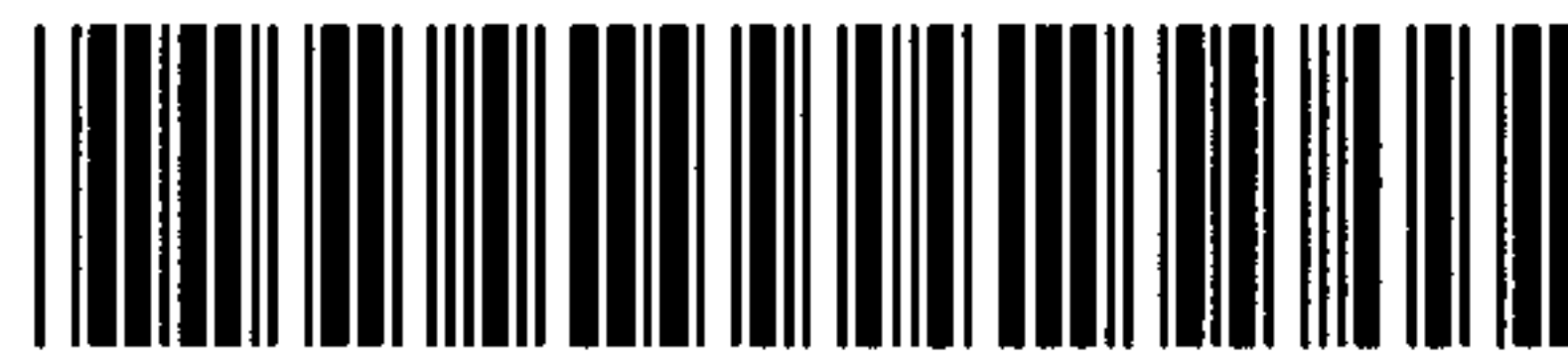
(Seal)

-Witness

-Witness



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_____[Space Below This Line For Acknowledgments]_____
State of Alabama

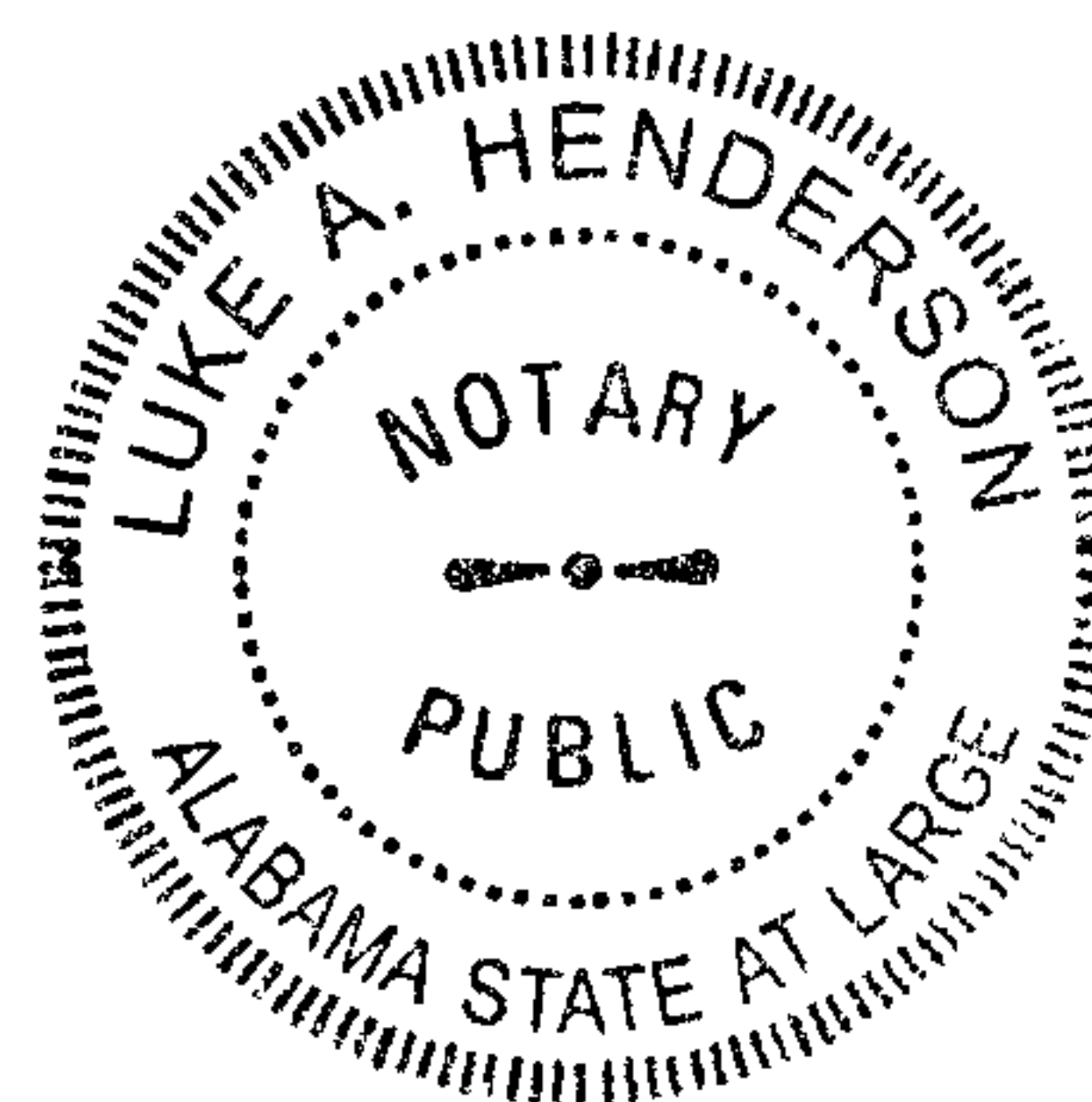
County of Jefferson

I, Luke A. Henderson, hereby certify that _____

Justin B. Parker and wife, Alice J. Parker
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, ~~they~~ ^{are} executed the same voluntarily on

the day the same bears Date. Given under my hand this 27th day of July, A. D.
2016.


(signature of officer)
My commission expires: 07/26/2026



Origination Company: **Bryant Bank**
NMLSR ID: **582857**
Originator: **Robbins, Anthony Marvin**
NMLSR ID: **202210**

LEGAL DESCRIPTION

Begin at a Martin Cap being the Northeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 21, Township 20 South, Range 1 East, Shelby County, Alabama, said point being the point of beginning; thence South 01 degrees 34 minutes 25 seconds East, a distance of 1279.78' to an iron pin set on the Northerly R.O.W. line of Shelby County Highway 40, 80' R.O.W.; thence North 89 degrees 57 minutes 07 seconds West and along said R.O.W. line, a distance of 950.30' to a capped rebar being the Southeast corner of Lot 5 of Holliman Acres, as recorded in Map Book 44, Page 57, in the Office of the Judge of Probate of Shelby County, Alabama; thence North 00 degrees 26 minutes 50 seconds West and leaving said R.O.W. line a distance of 350.75' to a capped rebar being the Northeast corner above said Lot 5; thence North 89 degrees 03 minutes 22 seconds East, a distance of 217.01' to a capped rebar being the Southeast corner of Lot 4 of above said Holliman Acres; thence North 00 degrees 26 minutes 50 seconds West, a distance of 882.55' to a capped rebar being the Northeast corner of Lot 1 of above said Holliman Acres; thence South 89 degrees 03 minutes 22 seconds West, a distance of 602.71' to a capped rebar being the Northwest corner of above said Lot 1 and the Easterly R.O.W line of Shelby County Highway 108, 80' R.O.W. and the beginning of a non-tangent curve to the left, having a radius of 4040.00, a central angle of 00 degrees 25 minutes 32 seconds, and subtended by a chord which bears North 02 degrees 45 minutes 05 seconds West, and a chord distance of 30.01'; thence along the arc of said curve and said R.O.W. line, a distance of 30.02' to a fence corner; thence North 89 degrees 03 minutes 22 seconds East and leaving said R.O.W. line, a distance of 1312.05' to the point of beginning.

Situated in Shelby County, Alabama.



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Bryant Bank

By: [Signature] (Seal) - Lender

Name: Carl W. Albright III
Title: President, Mortgage Division

7-27-16
Date of Lender's Signature

_____[Space Below This Line For Acknowledgments]_____

State of Alabama

County of Jefferson

I, Jessica L. Brown, hereby certify that Carl W. Albright III
_____, the President of

Bryant Mortgage,
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

27 day of July, A. D. 2016.

Jessica L. Brown
(signature of officer)

My commission expires: 04-04-2017

MY COMMISSION EXPIRES APRIL 4, 2017



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