

20170111000011930
01/11/2017 11:53:10 AM
MORTAMEN 1/10

Loan Modification Agreement
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 29th day of December, 2016 ,
between Phillip W Harmon and Karon T Harmon, Husband and Wife;

Regions Bank d/b/a Regions Mortgage ("Borrower") and
("Lender"), amends and
supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument")

LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae UNIFORM INSTRUMENT

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Wolters Kluwer Financial Services

Form 3179 1/01 (rev. 4/14)
VMP852R (1407)

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Inst# 2016 0307000072710

dated March 3, 2016 and recorded in Book or Liber ~~at page(s)~~ of
the *Probate* Mortgage Records of
(Name of Records)
Shelby, Alabama and (2) the Note, bearing the same date
(County and State, or other Jurisdiction)

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
621 Prestwick Drive
Birmingham, AL 35244

(Property Address)

the real property described being set forth as follows:

See Exhibit A attached hereto and made a part hereof for all purposes.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

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1. As of December 29, 2016, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 257,982.00, 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 3.125%, from January 1, 2017. Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,871.37, beginning on the 1st day of February, 2017, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.125% will remain in effect until principal and interest are paid in full. If on April 1, 2031 (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.
3. 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 this 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 this Security Instrument without further notice or demand on Borrower.

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[Signature]



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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 Instrument are expressly reserved by Lender.

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- (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 .

LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae UNIFORM INSTRUMENT

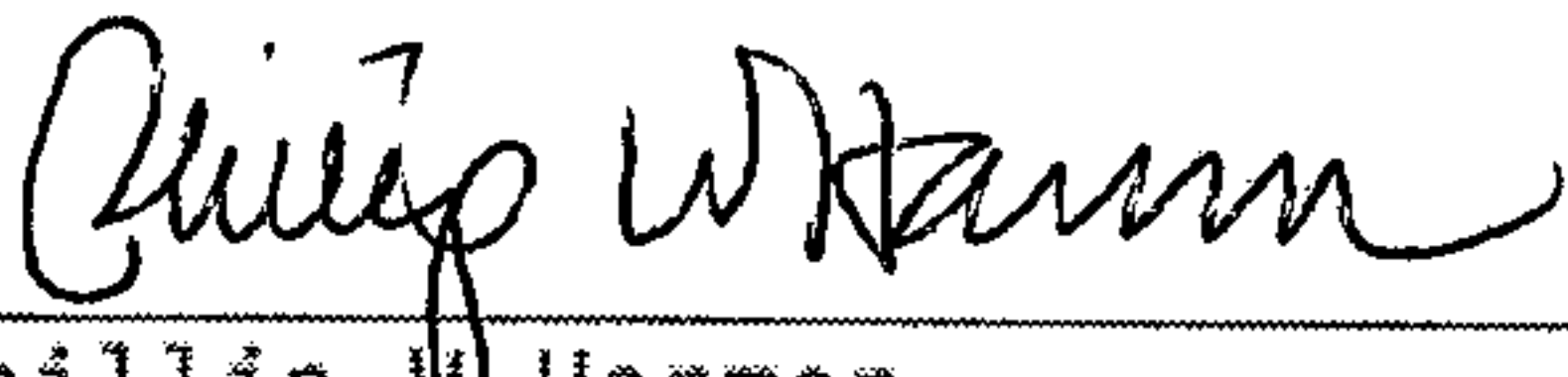
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Phillip W Harmon (Seal)
-Borrower



Karon T Harmon (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Refer to the attached *Signature Addendum* for additional parties and signatures.

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_____Space below this Line for Acknowledgment_____

State of Alabama

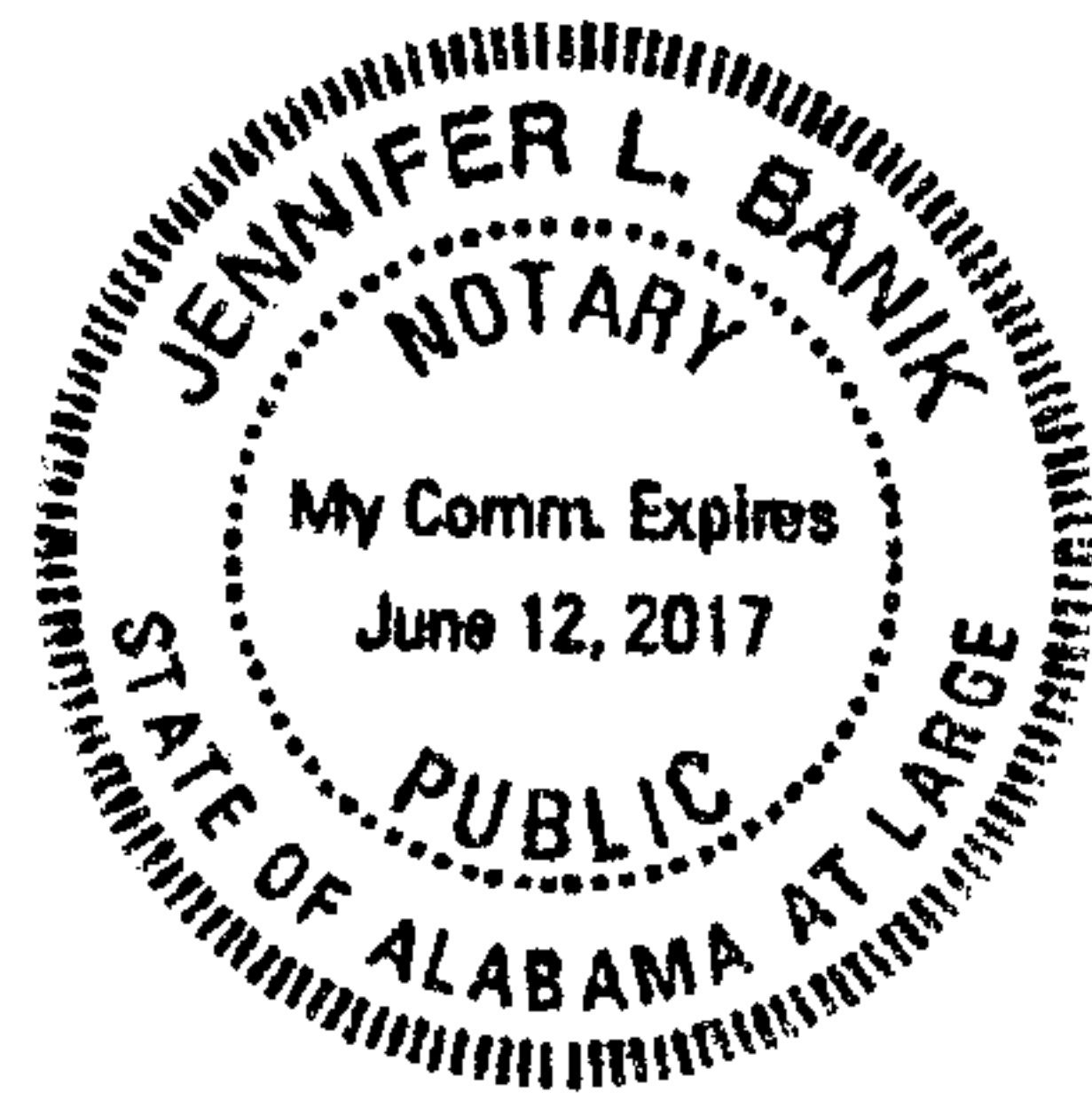
County of Jefferson

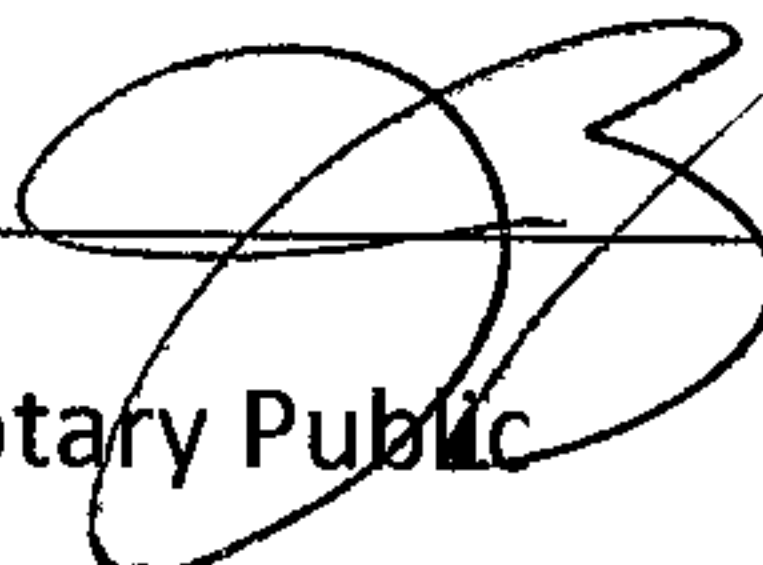
I, the undersigned authority, a Notary Public in and for said State and County hereby certify that

Phillip W Harmon and Karen T Harmon

Whose names are signed to the foregoing conveyance and who are known to me acknowledged before me this day that being informed of the contents of this conveyance they executed the same voluntarily on the day the same bears date.

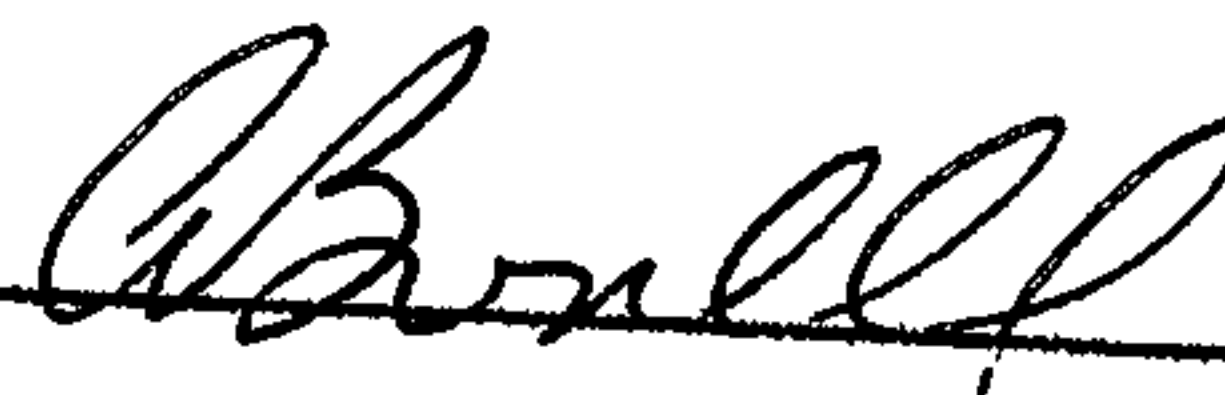
Given under my hand and seal this 29 day of December 2016



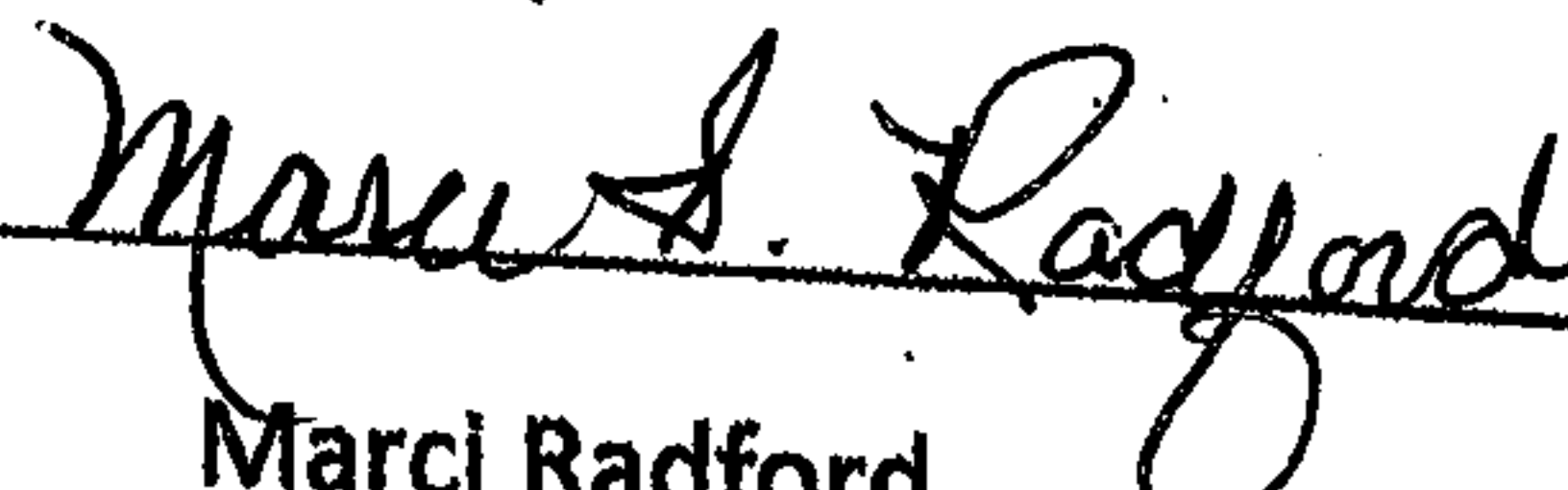


Notary Public
My Commission Expires: 6/12/17

ATTEST

BY: 
Angelia Boswell
Its Associate

Lender

BY: 
Marci Radford
ITS: Assistant Vice President

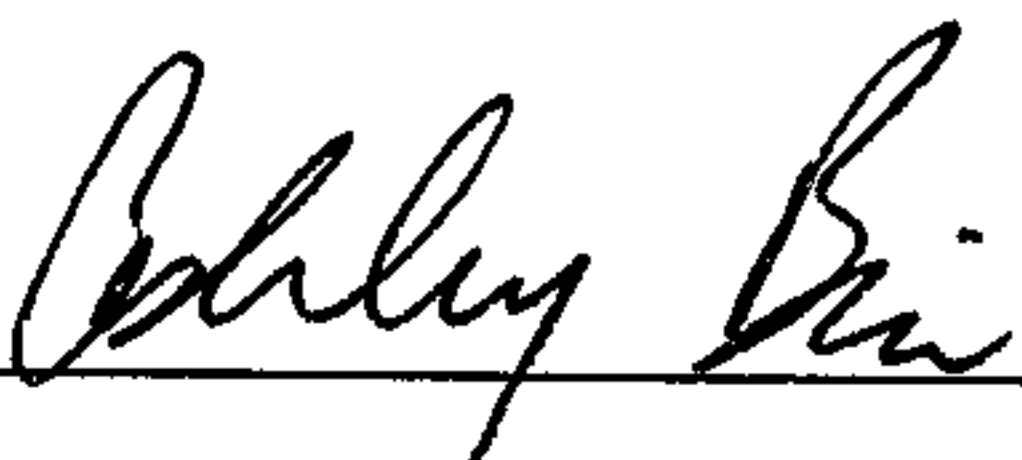
STATE OF Alabama

COUNTY OF Shelby

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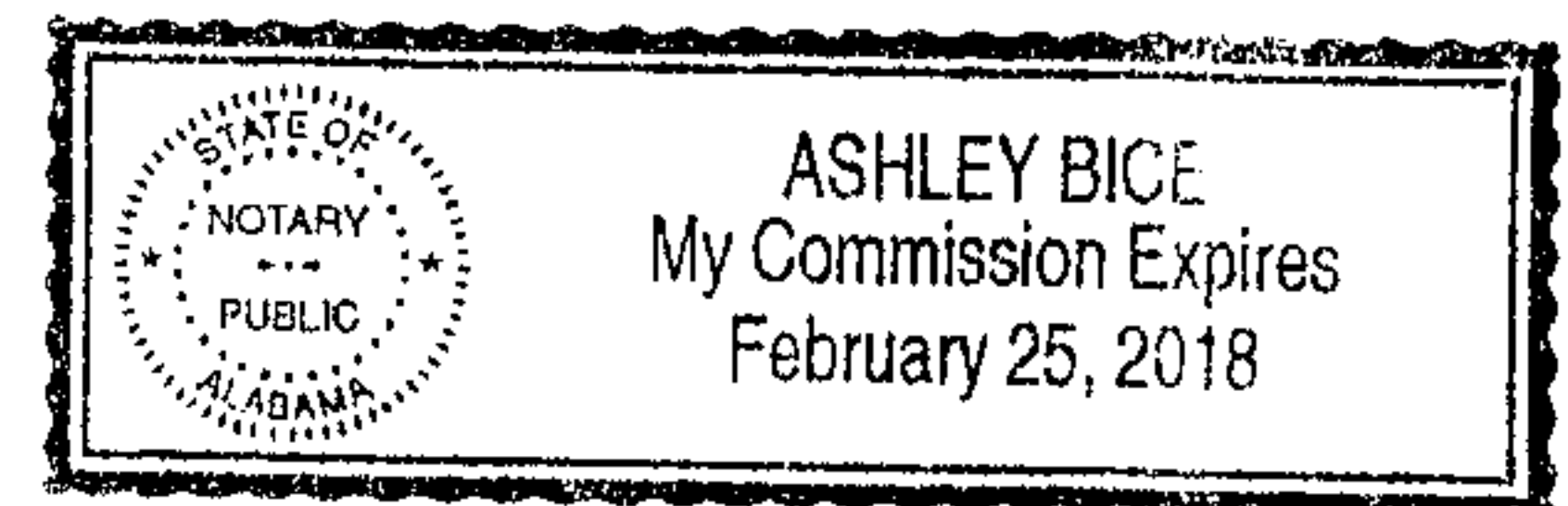
I, the undersigned, A Notary Public in and for said County in said State, hereby certify that Marci Radford and Angelia Boswell whose names as Assistant Vice President and Employee respectively of Regions Bank dba Regions Mortgage are signed to the foregoing instrument and who are known to me acknowledged before me on this date that being informed of the contents of said instrument, they are who are known to me as such officers and with full authority, executed the same voluntarily for and as the act of Regions Bank dba Regions Mortgage.

Given under my hand and seal of office, this 28 day of December 2016



(Notary Public)

My Commission Expires:



This instrument was prepared by:

Melissa Holifield

As employee of Regions Bank dba Regions Mortgage

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Exhibit A:

Lot 5, according to final record plat of Heatherwood, 7th Sector, as recorded in Map Book 39, Page 84, A & B, n the Probate Office of Shelby County, Alabama.



**Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
01/11/2017 11:53:10 AM
\$43.00 DEBBIE
20170111000011930**

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the typed name in the official record text.