


This Instrument was prepared by:  
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P. O. Box 360345  
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20170125000029750 1/2 \$19.00  
Shelby Cnty Judge of Probate AL  
01/25/2017 12:16:16 PM FILED/CERT

### **MORTGAGE MODIFICATION AGREEMENT**

STATE OF ALABAMA  
COUNTY OF SHELBY

For and in consideration of the mutual benefits to AlaTrust Credit Union f/k/a First Educators Credit Union and the undersigned borrowers, and other good and valuable consideration, the parties hereto agree to modify the following mortgage loan:

Previous Account Number:  
New Account Number:

Loan Number: 167210-L1  
Loan Number: 171729-L1

Evidenced by an adjustable rate real estate note dated November 6, 2013 and mortgage dated simultaneously therewith, filed in the Probate Office of Shelby County, Alabama on the 9<sup>th</sup> day of December, 2013 at Instrument 20131209000475350;

Whereas DANIEL ERIC WEINGARTEN has requested that AlaTrust Credit Union remove his ex-spouse, namely SARAH G. WEINGARTEN, from the mortgage loan dated November 6, 2013 in the original amount of \$307,100.00 and recorded in Instrument 20131209000475350 in the Probate Office of Shelby County, Alabama, and AlaTrust Credit Union has agreed to remove SARAH G. WEINGARTEN from the loan.

Further, the parties agree that after crediting all payments made by Borrower to date on said account, the principal balance on Subject Loan to which the new terms will apply is \$230,217.20.

The Borrower agrees to make interest only payments for November, 2016, December, 2016 and January, 2017.

The payments on Subject Loan are to be modified from \$3,000.95 down to \$2,000.00 principal and interest which will be escrowed in the amount of \$3,315.50 down to \$2,327.47.

Due to the payment reduction, the Subject Loan will not be paid to a zero balance at the current maturity date which will remain the same (November 6, 2023) and which will result in a balloon payment at the maturity date. Borrower understands and acknowledges this balloon payment will exist at the maturity date.

The current escrow account is negative \$362.56.

The Borrower agrees to pay any and all interest and late fees totaling the amount of \$2,008.48 by January 23, 2017 as well as make a deposit of \$1,672.45 for the escrow account.

All other terms and conditions of said mortgage and loan shall not change and shall remain in full force and effect as originally executed.

The above changes are effective the day of signing this agreement.

AGREED this the 23<sup>rd</sup> day of January, 2017.



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AlaTrust Credit Union

By: [Signature]

Its: President

[Signature]  
Borrower - DANIEL ERIC WEINGARTEN

STATE OF ALABAMA

COUNTY OF Shelby

I, the undersigned, a notary public in and for said county, in said state, hereby certify that STEVE NIX, whose name as PRESIDENT of AlaTrust Credit Union, a state chartered Credit Union, 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 for and as the act of said Credit Union.

Given under my hand and seal this the 23<sup>rd</sup> day of January, 2017.

[Signature]

Notary Public

My Commission Expires: \_\_\_\_\_

MY COMMISSION EXPIRES:  
October 31, 2019

STATE OF ALABAMA

COUNTY OF Shelby

I, the undersigned, a Notary Public, hereby certify that DANIEL ERIC WEINGARTEN, whose name is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents herein above, he executed the same voluntarily on the day the same bears date.

Subscribed and sworn to, before me, this 23<sup>rd</sup> day of January, 2017.

[Signature]

Notary Public

My Commission expires \_\_\_\_\_

MY COMMISSION EXPIRES:  
October 31, 2019