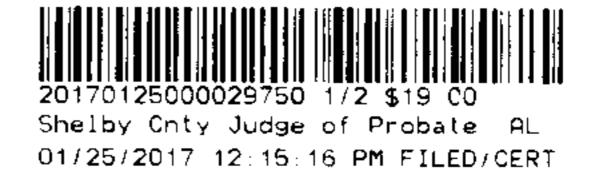
This Instrument was prepared by: Foster D. Key, Attorney at Law P. O. Box 360345 Birmingham, Alabama 35236



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 9th 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 si		
AGREED this the <u>23^{RU}</u> day of <u>Janua</u>	<u>RY</u> , 2017.	
	AlaTrust Credit Union	
	By: Multiple	
20170125000029750 2/2 \$19.00	Its:	
Shelby Cnty Judge of Probate: AL 01/25/2017 12:15:16 PM FILED/CERT	Borrower - DANIEL ERIC W	FINGARTEN
STATE OF ALABAMA, COUNTY OF Shelby		
I, the undersigned a notary public in and whose named and whose named a notary public in and whose named a notary public	me as	of g conveyance and ed of the contents
Given under my hand and seal this the	23 day of January	, 2017.
	Meine S. Notary Public	Oue
	My Commission Expires	
STATE OF ALABAMA COUNTY OF 5/2/6/	MY	COMMISSION EXPIRES: October 31, 2019
I, the undersigned, a Notary Public, he whose name is signed to the foregoing Agree before me on this day that, being informed of the voluntarily on the day the same bears date.	ement and who is known to m	ne, acknowledged
Subscribed and sworn to, before me, th	nis 23/20 day of Janua	<u>r</u> , 2017.
	Mins G. Love	,
	Notary Public My Commission expires	MY COMMISSION EXPEREN