

20170203000043400
02/03/2017 03:57:30 PM
MORTAMEN 1/7

This Document Prepared By:
JAMES MOORE
QUICKEN LOANS INC.
635 WOODWARD AVE
DETROIT, MI 48226
(888) 663-7374

When Recorded Mail To:
TITLE SOURCE
ATTN: MOD POST CLOSE
662 WOODWARD AVE
DETROIT, MI 48226

Source of Title: *Instrument Number #2000-19929*
Tax/Parcel #: *10 2 10 0 006 022 000*

_____[Space Above This Line for Recording Data]_____

Original Principal Amount: \$362,000.00

Fannie Mae Loan No.: 1732149123

Unpaid Principal Amount: \$357,356.59

Loan No: 3316366905

New Principal Amount: \$369,799.28

New Money (Cap): \$12,442.69

62279614 - 3893490

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **27TH** day of **DECEMBER, 2016**, between **JEFFERSON L. BRIGGS, LISA S. BRIGGS, HUSBAND AND WIFE** ("Borrower") whose address is **601 MILL SPRINGS COURT, HOOVER, ALABAMA 35244** and **QUICKEN LOANS INC.** ("Lender"), whose address is **635 WOODWARD AVE, DETROIT, MI 48226**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **MAY 24, 2013** and recorded on **JUNE 10, 2013** in **INSTRUMENT NO. 20130610000237210**, of the **OFFICIAL** Records of **SHELBY COUNTY, ALABAMA**, 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

601 MILL SPRINGS COURT, HOOVER, ALABAMA 35244

(Property Address)

the real property described being set forth as follows:

SEE ATTACHED LEGAL EXHIBIT "A"

SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE

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, **JANUARY 1, 2017**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$369,799.28**, 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 **3.5000%** from **JANUARY 1, 2017**. Borrower promises to pay monthly payments of principal and interest of U.S. **\$1,432.57** beginning on the **1ST** day of **FEBRUARY, 2017** and continue. The yearly rate of **3.5000%** will remain in effect until the principal and interest are paid in full. If on **JANUARY 1, 2057** (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 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
 - (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.
- (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, I have executed this Agreement.

Jefferson L. Briggs
Borrower: JEFFERSON L. BRIGGS

1-23-17
Date

Lisa S. Briggs
Borrower: LISA S. BRIGGS *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

1-23-17
Date

Borrower:

Date

Borrower:

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

The State of ALABAMA)
Shelby County)

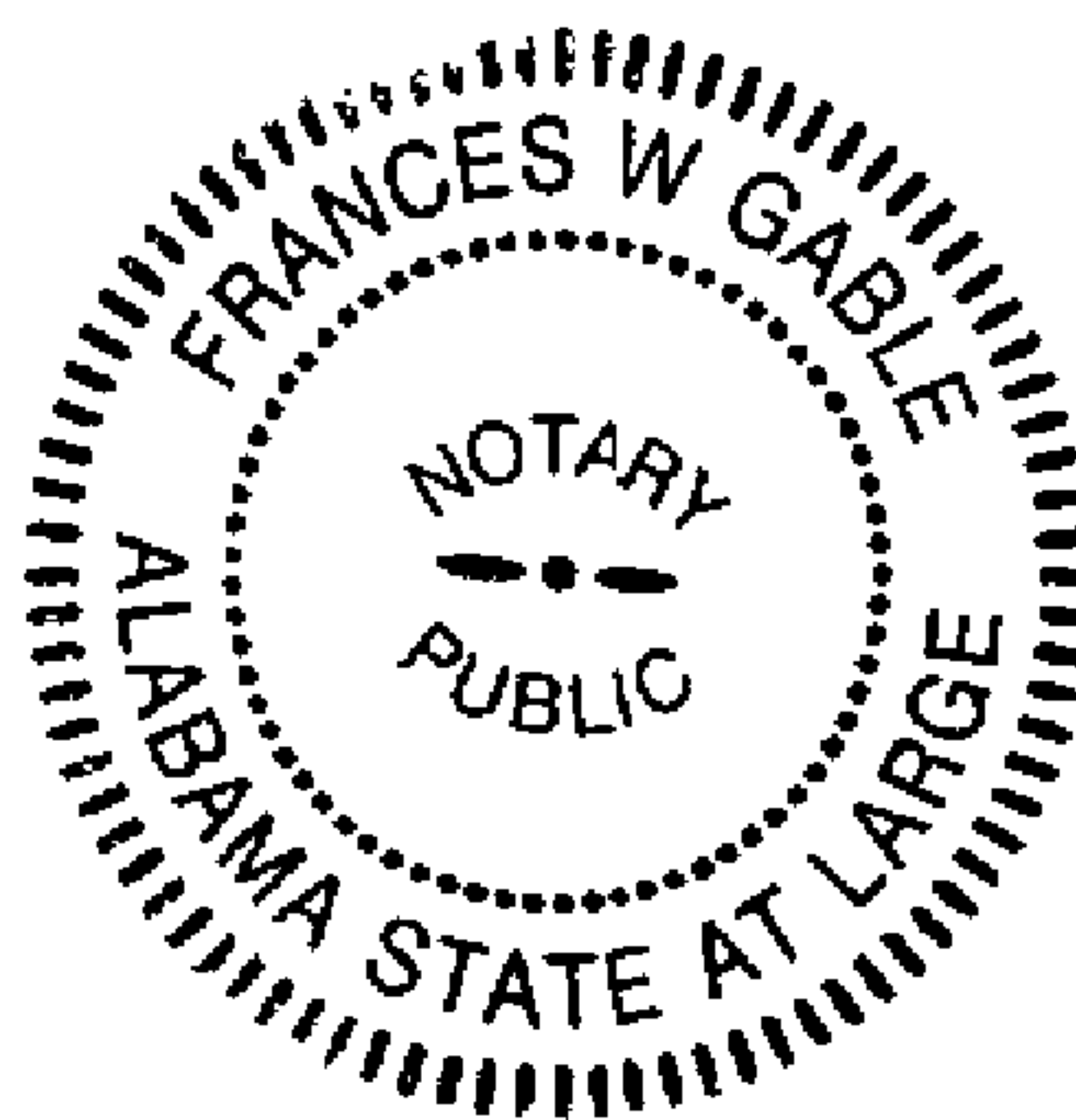
I, a Notary Public, hereby certify that JEFFERSON L. BRIGGS, LISA S. BRIGGS, HUSBAND AND WIFE whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 23rd day of January, 2017.

Frances W. Gable
Notary Public


Print Name Frances W. Gable

My commission expires: April 29, 2019



In Witness Whereof, the Lender have executed this Agreement.

QUICKEN LOANS INC.

By  (print name) 2/3/2017 Date
Betsy Lanzotti - Agent (title)

_____[Space Below This Line for Acknowledgments]_____

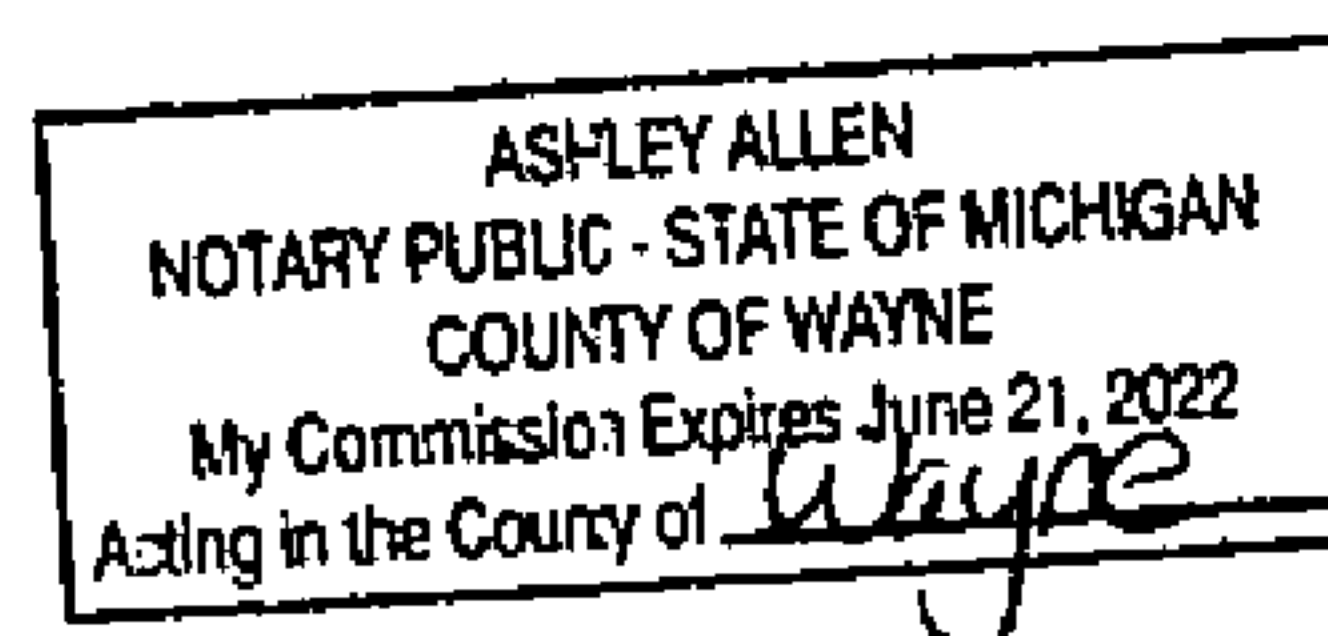
LENDER ACKNOWLEDGMENT

STATE OF MICHIGAN

COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this February 3, 2017
by Betsy Lanzotti the
Agent of QUICKEN LOANS INC., a company, on behalf of
said company.


Notary Public



Printed Name: Ashley Allen
My commission expires: 06-21-2022

Drafted By:
QUICKEN LOANS INC.
635 WOODWARD AVE
DETROIT, MI 48226

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EXHIBIT B
MORTGAGE SCHEDULE

Mortgage made by JEFFERSON L. BRIGGS, LISA S. BRIGGS, HUSBAND AND WIFE to QUICKEN LOANS INC. for \$362,000.00 and interest, dated MAY 24, 2013 and recorded on JUNE 10, 2013 in INSTRUMENT NO. 20130610000237210.

Loan Modification Agreement made by JEFFERSON L. BRIGGS AND LISA S. BRIGGS to QUICKEN LOANS INC. dated FEBRUARY 19, 2015 and recorded on MARCH 9, 2015 in INSTRUMENT NO. 20150309000072040. Modified amount is now \$361,938.22. Mortgage tax paid: \$0.00..

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 10 2 10 0 006 022.000

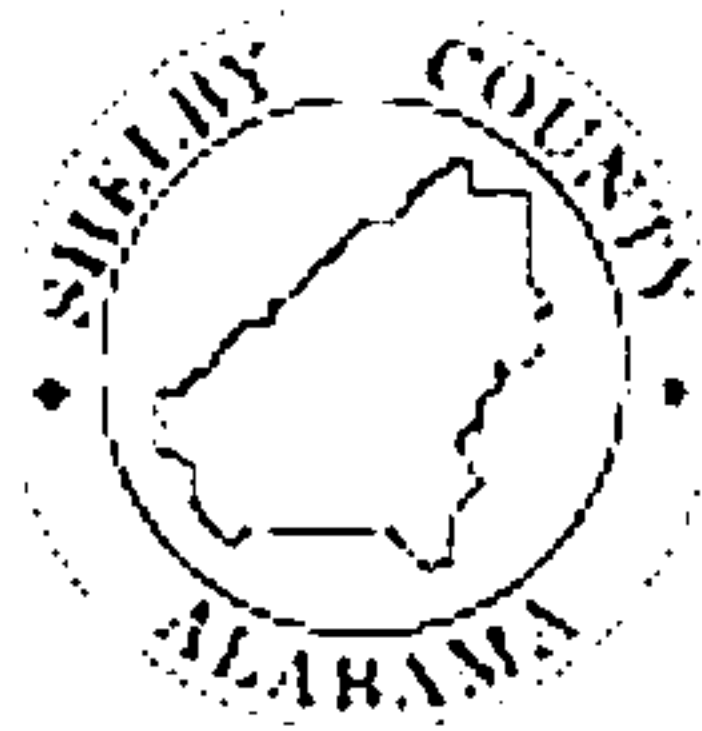
Land Situated in the County of Shelby in the State of AL

Lot 20A according to the Survey of Resurvey of Lots 19, 20 & 21 of Mill Springs Estates 2nd Sector as recorded in Map Book 26, Page 61, Shelby County, Alabama Records.

Source of Title: Instrument No. 2000-19929

The Property Address and Tax Parcel Identification Number listed are shown for informational purposes only, and the Company makes no warranties or assurances as to their accuracy or completeness. The Property Address and Tax Parcel Identification Number are not insured.

Commonly known as: 601 MILL SPRINGS COURT , Hoover, AL 35244



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
02/03/2017 03:57:30 PM
\$587.70 CHERRY
20170203000043400

A handwritten signature in black ink, appearing to read "J. W. Fuhrmeister", is written over the official text of the clerk's office.