

Account #

RECORD & RETURN TO  
CT LIEN SOLUTIONS  
P.O. BOX 29071  
Glendale, CA 91209-9071  
57514013-AL117-Shelby

23741

20170208000047620 1/4 \$25.00  
Shelby Cnty Judge of Probate, AL  
02/08/2017 10:46:48 AM FILED/CERT

Prepared by:  
Jay G. Beitel  
Law Offices of Polunsky Beitel Green, LLP  
Offices at Eilan II, Suite 450  
17806 I.H. 10 West  
San Antonio, Texas 78257

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### MODIFICATION AND EXTENSION AGREEMENT

THE STATE OF ALABAMA

COUNTY OF SHELBY

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}  
} KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, BRIAN CRUMLY AND MARY BETH CRUMLY, A MARRIED COUPLE (herein "Borrower") executed and delivered unto Compass Bank (herein "Lender") that one certain Promissory Note (herein the "Note") in the original principal sum of \$351,547.00 dated May 12, 2014, payable to the order of Lender, which Note was secured by a Mortgage (herein the "Mortgage"), recorded under Document #20140515000147910, of the Official Records of SHELBY County, ALABAMA, encumbering the real property and improvements thereon (herein the "Property") described in said Mortgage, and being more particularly described as follows: and,

**LOT 914, ACCORDING TO THE SURVEY OF EAGLE POINT, 9TH SECTOR, AS RECORDED IN MAP BOOK 22, PAGE 102, IN THE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA.**

NOW, THEREFORE, for and in consideration of the mutual agreements herein set forth, and the other considerations herein expressed, Lender and Borrower hereby agree to the following modifications of the Note, and Borrower hereby renews the Note, and all outstanding indebtedness secured by the Note and the Mortgage, and in consideration for the modifications of the Note by Lender; Borrower and Lender hereby expressly agree as follows:

Borrower and Lender acknowledge that the Modifications herein adopted are effective as of September 1, 2016.

Borrower and Lender agree that the outstanding principal balance as of date hereof is \$337,849.64.

The interest rate in the Note is hereby changed to a fixed rate of **3.250%** per annum.

The monthly principal and interest payments shall be due and payable on the 1<sup>st</sup> day of each month, beginning October 1, 2016, and shall be in the amount of **\$1,541.21** and such monthly payments shall continue regularly thereafter until the Maturity Date, at which time all unpaid principal and accrued unpaid interest shall be due and payable.

All other terms of the Note not specifically modified by nor in conflict with the terms of this Modification Agreement shall remain in full force and effect.

It is the intention of the parties hereto to strictly conform to the applicable usury laws, all agreements between Borrower and the Lender, whether now existing or hereinafter arising, and whether written or oral, are hereby expressly limited so that in no event, whether by reason of acceleration of the maturity of the Note, or otherwise, shall the amount paid or agreed to be paid to the holder of the Note for the use, forbearance, or other detention of the money under the Note, as modified hereunder, or otherwise exceed the maximum amount permissible under applicable law. If fulfillment of any provision of the Note, as modified hereby, or of any Deed of Trust or other document evidencing or securing the indebtedness evidenced by the Note at the time the performance of such a provision shall be due, shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if the holder of the Note shall ever receive anything of value deemed interest under applicable law, which would exceed interest at the highest lawful rate, an amount equal to any excessive interest shall be applied to the reduction of the principal amount owing under the Note, as modified herein, and not to the payment of interest, or, if such excessive interest exceeds the unpaid balance of principal of the Note, as modified hereby, such excess shall be refunded. All sums paid, or agreed to be paid, to the holder of the Note for the use, forbearance or other detention of the indebtedness of the obligor thereunder, to the holder of the Note, shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term of such indebtedness so that the rate of interest on account of such indebtedness is uniform throughout the term thereof. The provisions of this paragraph shall control all agreements between the obligors under the Note and the holder of the Note.

Borrower hereby agrees that the modification contained herein shall in no manner impair the Note, the repayment of the indebtedness evidenced thereby, the Deed of Trust, any lien securing the Note, or any loan documents controlling the disbursement of loan funds; Borrower hereby expressly acknowledging the validity and enforceability of the Note as herein modified and the indebtedness evidenced thereby; the purpose of this instrument being simply to modify the terms of the Note as hereinabove stated. Borrower further acknowledges that liens securing the Note are not in any manner waived and are valid and subsisting. Borrower further agrees that, in the event of a default under the Note, nothing contained herein shall preclude the holder of the Note from foreclosing the lien of the Deed of Trust or enforcing, in accordance with their terms, any other instruments evidencing or securing the indebtedness evidenced by the Note.

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THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

EXECUTED on this 25<sup>th</sup> day of July, 2016, but EFFECTIVE as of the September 1, 2016.

"BORROWER"

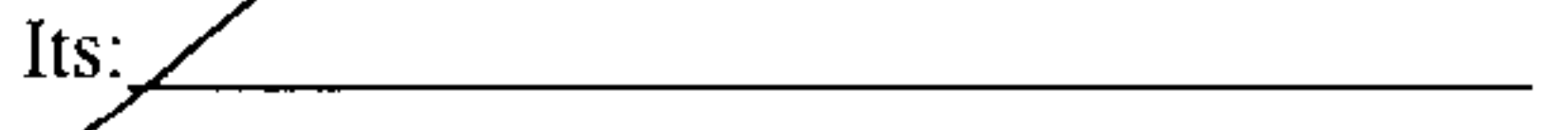
  
BRIAN CRUMLY

  
MARY BETH CRUMLY BY BRIAN  
CRUMLY AS ATTORNEY IN FACT

"LENDER"

Compass Bank

By: 

Its: 

Accour

20170208000047620 4/4 \$25.00  
Shelby Cnty Judge of Probate, AL  
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NOTARY SEAL IS PRESENT

THE STATE OF ALABAMA  
COUNTY OF Jefferson

§  
§

This instrument was acknowledged before me on this 28<sup>th</sup> day of July,  
2016, by BRIAN CRUMLY.

Jared M. Nolen  
Notary Public, in and for The State of Alabama



THE STATE OF ALABAMA  
COUNTY OF Jefferson

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This instrument was acknowledged before me on this 28<sup>th</sup> day of July,  
2016, by MARY BETH CRUMLY by BRIAN CRUMLY ATTORNEY IN FACT.

Jared M. Nolen  
Notary Public, in and for The State of Alabama



THE STATE OF Alabama  
COUNTY OF Jefferson

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This instrument was acknowledged before me on this 29 day of August,  
2016 by Jason Bernault VP of Compass Bank.

Latoya S. Thomas  
Notary Public, in and for The State of Alabama

