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MORT 1/7

This Document Prepared By:

**CORLISS E. JAMES**


**PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL  
ASSOCIATION**

**3232 NEWMARK DR**

**MIAMISBURG, OH 45342**

**(888) 224-4702**

When recorded mail to: #:10781730

First American Title 

Loss Mitigation Title Services 11759.1

P.O. Box 27670

Santa Ana, CA 92799

RE: DAVIS - MOD REC SVC

Source of Title: INSTRUMENT NO. 20111227000389300

Tax/Parcel #: 10-1-11-0-006-002.000

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Original Principal Amount: \$288,256.00

FHA/VA/RHS Case No.:222260620762

Unpaid Principal Amount: \$263,770.36

022

New Principal Amount: \$276,279.27

Loan No: 1000059702

Capitalization Amount: \$12,508.91

## **LOAN MODIFICATION AGREEMENT (MORTGAGE)**

This Loan Modification Agreement ("Agreement"), made this 6TH day of JANUARY, 2017, between DATYRON DAVIS AND, BENITA DAVIS HUSBAND AND WIFE ("Borrower"), whose address is 5208 MEADOW BROOK ROAD, BIRMINGHAM, ALABAMA 35242 and PNC BANK NATIONAL ASSOCIATION ("Lender"), whose address is 3232 NEWMARK DR, MIAMISBURG, OH 45342 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated DECEMBER 20, 2011 and recorded on DECEMBER 27, 2011 in INSTRUMENT NO. 20111227000389310, SHELBY COUNTY, ALABAMA, and (2) the Note, in the original principal amount of

U.S. \$288,256.00, 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 **5208 MEADOW BROOK ROAD, BIRMINGHAM, ALABAMA 35242**

the real property described is located in **SHELBY COUNTY, ALABAMA** and being set forth as follows:

**SEE 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, **FEBRUARY 1, 2017** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$276,279.27**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$12,508.91** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
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 **3.7500%**, from **FEBRUARY 1, 2017**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,279.49**, beginning on the **1ST** day of **MARCH, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 1, 2047** (the "Maturity Date"), the 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by**

**entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**

6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary 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.

In Witness Whereof, I have executed this Agreement.

*Datyron Davis*  
Borrower **DATYRON DAVIS**

*Benita Davis*  
Borrower **BENITA DAVIS**

1/23/17

Date

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 **DATYRON DAVIS AND, BENITA DAVIS 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 23<sup>rd</sup> day of January, 2017.

*Cynthia L. Moore*  
Notary Public

Print Name

*Cynthia L Moore*

My commission expires:

6/30/20



In Witness Whereof, the Lender have executed this Agreement.

**PNC BANK NATIONAL ASSOCIATION**

By Eileen Burrall  
**EILEEN BURRALL** (print name)  
**Mortgage Officer** (title)

1-26-17  
Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

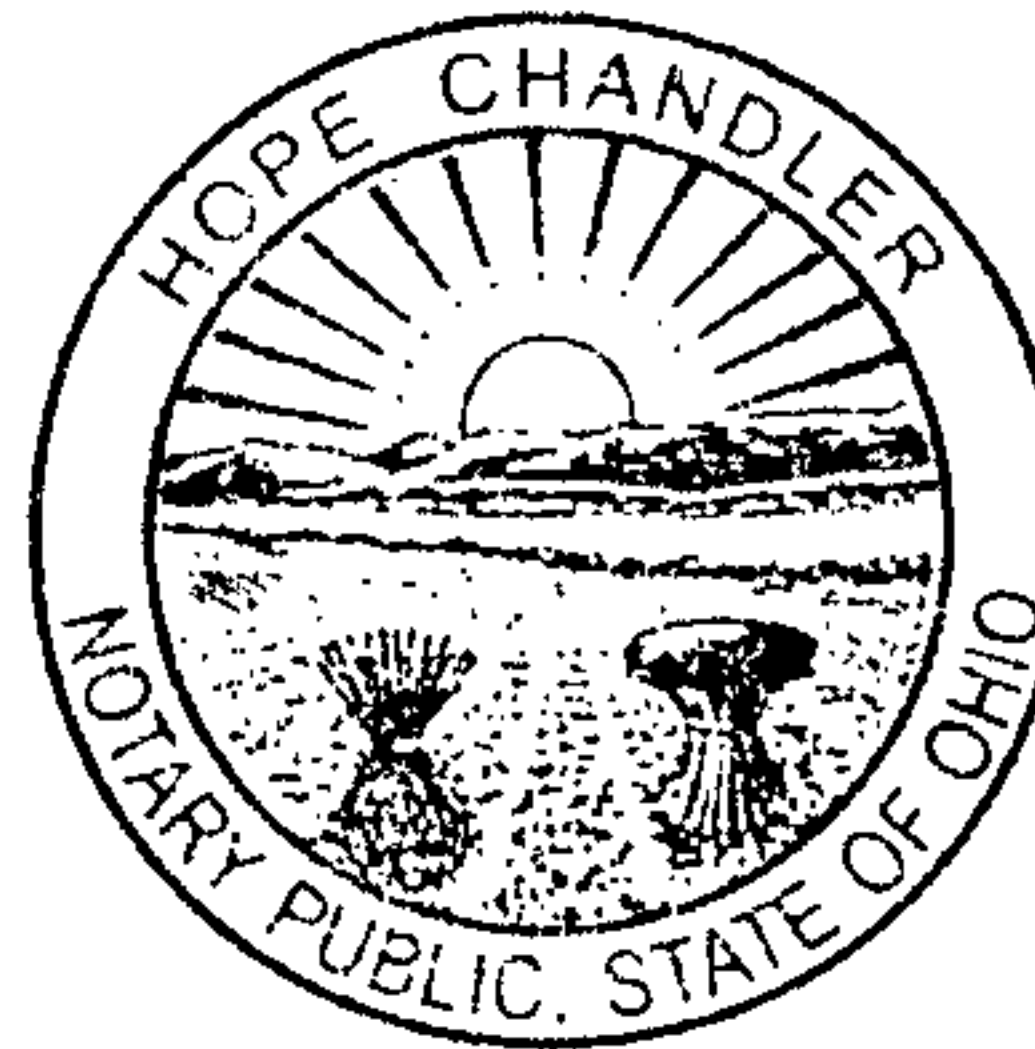
**LENDER ACKNOWLEDGMENT**

State of Ohio

County of Montgomery

The foregoing instrument was acknowledged before me this 1-26-17  
(date) by **EILEEN BURRALL**, the **MORTGAGE OFFICER** of **PNC BANK NATIONAL ASSOCIATION**, a \_\_\_\_\_ corporation, on behalf of the  
\_\_\_\_\_ corporation

Hope Chandler  
Notary Public



**HOPE CHANDLER**  
**NOTARY PUBLIC**  
**STATE OF OHIO**

RECORDED IN  
MONTGOMERY COUNTY  
My Commission Expires  
September 30, 2020

Printed Name: Hope Chandler  
My commission expires: 9/30/2020

**PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**  
**3232 NEWMARK DR**  
**MIAMISBURG, OH 45342**

**EXHIBIT B  
MORTGAGE SCHEDULE**

Mortgage made by **DATYRON DAVIS AND, BENITA DAVIS HUSBAND AND WIFE** to **MERS, INC. SOLELY AS NOMINEE FOR RBC BANK (USA)** for \$288,256.00 and interest, dated **DECEMBER 20, 2011** and recorded on **DECEMBER 27, 2011** in **INSTRUMENT NO. 20111227000389310**.

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR RBC BANK (USA)** (assignor), to **PNC BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **OCTOBER 15, 2013** and recorded on **OCTOBER 18, 2013** in **INSTRUMENT NO. 20131018000414650 BOOK N/A PAGE N/A**.

Loan # 1000059702

## **Exhibit A**

### **Legal Description**

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF SHELBY  
AND STATE OF ALABAMA:

LOT 2, ACCORDING TO THE SURVEY OF MEADOW BROOK, 8TH SECTOR, AS  
RECORDED IN MAP BOOK 8, PAGE 57, IN THE PROBATE OFFICE OF SHELBY  
COUNTY, ALABAMA.

TAX ID: # 10-1-11-0-006-002,000

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS:

5208 MEADOW BROOK RD,  
BIRMINGHAM, AL 35242-3312.



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
03/01/2017 10:37:36 AM  
\$447.45 CHERRY  
20170301000070230

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the printed name and title of the Probate Judge.