20170609000204120
06/09/2017 01:48:16 PM
MORTAMEN 1/4

After recording please return to:
BancorpSouth Bank
Mortgage Operations
P.O. BOX 3790
Tupelo, MS 38803

[Space Above This Line For Recording Data]

Loan No. 8000456688

LOAN MODIFICATION AGREEMENT
(Providing for Adjustable Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 2nd day of June 2017, between JAMES R. and Sheila R. BROWN ("Borrower") and BancorpSouth Bank, State Chartered Institution ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated 4/18/2016 9:10:05 AM and recorded in Book or Liber 2016, at page(s) 132050, of the Records of, Shelby, AL,
(Name of Records) (County and State, or other jurisdiction)
and (2) the adjustable rate note (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

144 AARONVALE CIR, BIRMINGHAM, AL 35242
(Property Address)

the real property described being set forth as follows:
Lot 14, according to the Survey of Aaronvale Subdivision, as recorded in Map Book 24, Page 59, in the Probate Office of Shelby County, Alabama.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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 2nd, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. $331718, 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 3.75 % from 2nd. The interest rate Borrower will pay may change in accordance with the terms of the Note. Borrower promises to make monthly payments of principal and interest of U.S. $1,705.47, beginning on first day of July, 2017. The amount of Borrower's monthly payments may change in accordance with the terms of the Note. Borrower

SRB

will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the first day of June, 2042, which is the present or extended Maturity Date.

3. If on 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.

4. 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.

5. By this Paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.

EXECUTED as of the day and year first above written.

James R. Brown (Seal)
JAMES R. BROWN **BORROWER**

Sheila R. Brown (Seal)
SHEILA R. BROWN **BORROWER**

ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE:

BY: Sylvia Love BancorpSouth Bank
BancorpSouth Bank Lender

[Space Below This Line for Acknowledgements]

State of Alabama §
§
County of Jefferson §

Before me, Alan C. Keith, a Notary Public, on this day personally appeared James R Brown + Sheila R. Brown hereinafter referred to as "GRANTOR", whether one or more for and in consideration of the modification

known to me (or proved to me on the oath of or through driver license *[description of identity card or other document]*) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2nd day of June, A.D., 2017

(Seal) ALAN C. KEITH NOTARY PUBLIC ALABAMA STATE AT LARGE

Alan C. Keith
Signature of Officer *[Printed Name]*
Notary Public
Title of Officer
My Commission Expires: 3/14/20

State of Alabama §

County of Jefferson §
§

This instrument was acknowledged before me on 6/2/2017 *[date]*, by Sylvia Love *[name of officer]* of BancorpSouth *[name of corporation acknowledging]*, a Mississippi *[state of incorporation]* corporation, on behalf of said corporation.

Tiffani M. Dunaway / Tiffani Dunaway
Signature of Officer *[Printed Name]*
Notary Public
Title of Officer

(Seal)

My Commission Expires: 5/31/2021

~~State of §~~
~~§~~
~~County of §~~

~~This instrument was acknowledged before me on ________________ [date], by ________________ [name of officer] of ________________ [name of corporation acknowledging], a ________________ [state of incorporation] corporation, on behalf of said corporation.~~

~~Signature of Officer [Printed Name]~~

~~(Seal)~~

~~Title of Officer~~
~~My Commission Expires:~~