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06/23/2017 02:32:50 PM
MORTAMEN 1/8

This Document Prepared By:
BRANDON SMITH
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:
Tax/Parcel #:

[Space Above This Line for Recording Data]

Original Principal Amount: \$221,000.00
Unpaid Principal Amount: \$206,632.37
New Principal Amount: \$216,436.94
New Money (Cap): \$9,804.57

Fannie Mae Loan No.: 1705858651
Loan No: 3316055339
62888953 - 4077456

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **5TH** day of **JUNE, 2017**, between **BOBBY R. WHITWORTH AND BRENDA WHITWORTH, HUSBAND AND WIFE** ("Borrower") whose address is **264 WYNLAKE DR, ALABASTER, ALABAMA 35007** 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 **DECEMBER 6, 2007** and recorded on **DECEMBER 28, 2007** in **INSTRUMENT NO. 20071228000582660**, 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

264 WYNLAKE DR, ALABASTER, ALABAMA 35007
(Property Address)

the real property described being set forth as follows:

The land referred to in this document is situated in the STATE OF ALABAMA, COUNTY OF SHELBY, CITY OF ALABASTER, and described as follows:

SEE ATTACHED 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 **MAY 1, 2017**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$216,436.94**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$32,400.00** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The new Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$184,036.94**. Interest will be charged on the Interest Bearing Principal Balance at a yearly rate of **4.0000%** from **MAY 1, 2017**. Borrower promises to make monthly payments of principal and interest of U.S. **\$769.16** beginning on the **1ST** day of **JUNE, 2017**. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. If 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. The new Maturity Date will be **MAY 1, 2057**.
3. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
4. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
5. 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.

6. 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.
7. 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.

Bobby R. Whitworth
Borrower: **BOBBY R. WHITWORTH**

6/10/17
Date

Brenda Whitworth
Borrower: **BRENDA WHITWORTH** *signing solely to acknowledge this Agreement, but not to incur
any personal liability for the debt

6/10/17
Date

Borrower:

Date

Borrower:

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

The State of **ALABAMA**)
Shelby County)

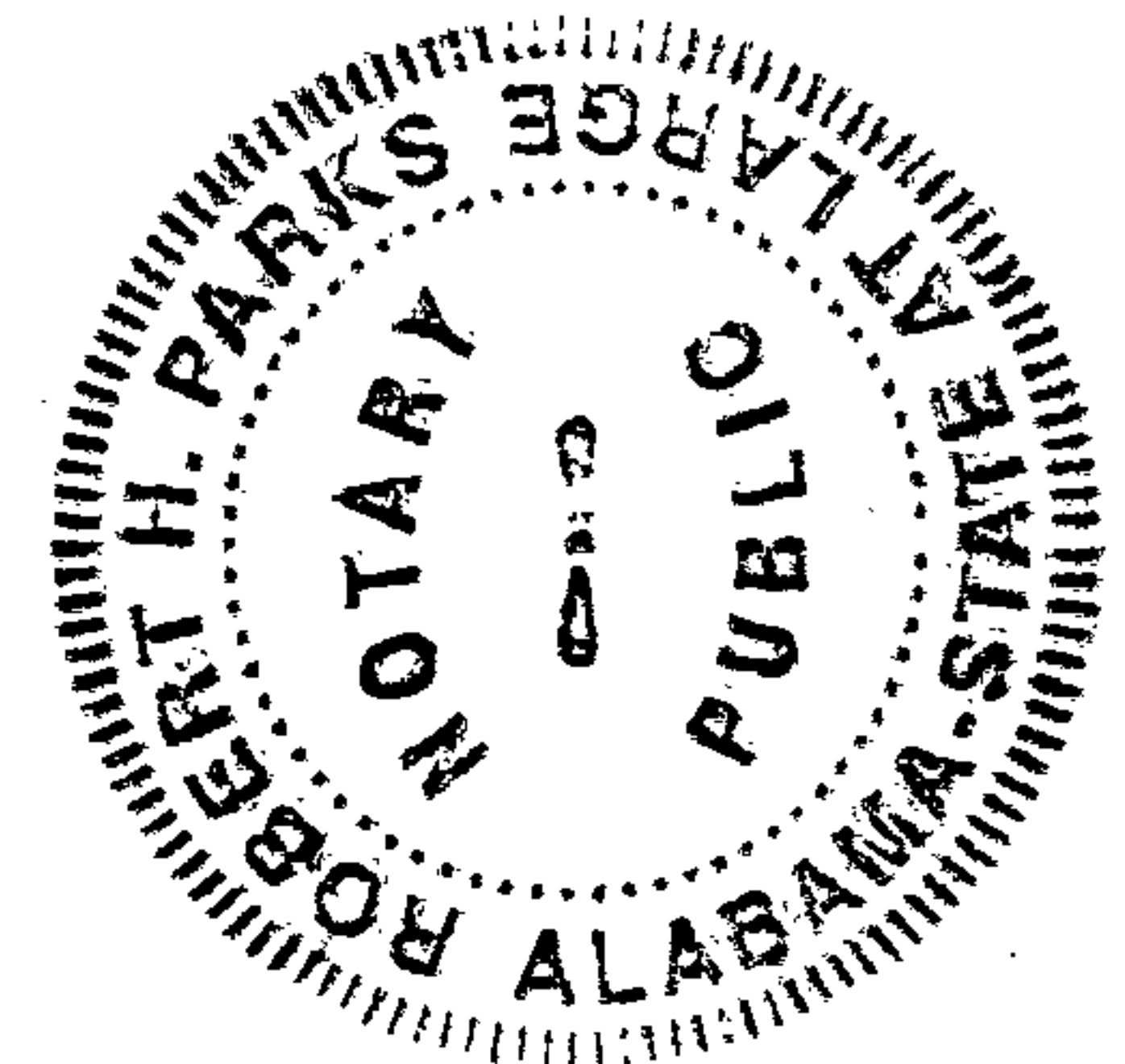
I, a Notary Public, hereby certify that **BOBBY R. WHITWORTH AND BRENDA WHITWORTH,**
HUSBAND AND WIFE whose name is signed to the foregoing instrument or conveyance, and who is known
to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they
executed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

Given under my hand this 10th day of June, 2017.

Robert H. Parks
Notary Public

Print Name Robert H. Parks

My commission expires: MY COMMISSION EXPIRES 6-2-20



In Witness Whereof, the Lender have executed this Agreement.

QUICKEN LOANS INC.

By Karyn Rea (print name) 6.23.17 Date
Karyn Rea - Agent (title)

[Space Below This Line for Acknowledgments]

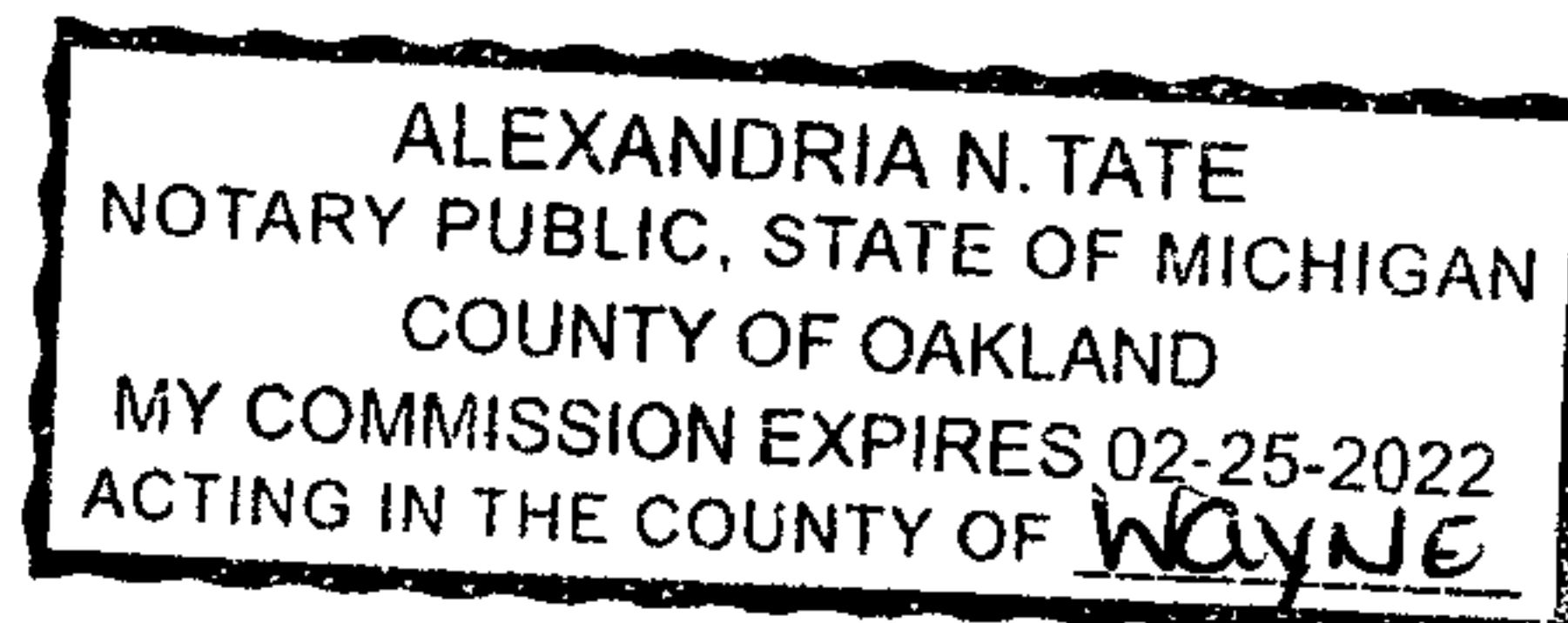
LENDER ACKNOWLEDGMENT

STATE OF MICHIGAN

COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 6.23.17
by Karyn Rea the
Agent of QUICKEN LOANS INC., a company, on behalf of
said company.

Alexandria N. Tate
Notary Public



Printed Name: Alexandria N. Tate

My commission expires: 2-25-2022

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

EXHIBIT B
MORTGAGE SCHEDULE

Mortgage made by **BOBBY R. WHITWORTH AND BRENDA WHITWORTH, HUSBAND AND WIFE** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS AS NOMINEE FOR QUICKEN LOANS INC.** for **\$221,000.00** and interest, dated **DECEMBER 6, 2007** and recorded on **DECEMBER 28, 2007** in **INSTRUMENT NO. 20071228000582660.**

Loan Modification Agreement made by **BOBBY R WHITORTH AND BRENDA WHITWORTH, HUSBAND AND WIFE** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS AS NOMINEE FOR QUICKEN LOANS INC.** dated **JULY 16, 2015** and recorded on **SEPTEMBER 23, 2015** in **INSTRUMENT NO. 20150923000333320.** Modified amount is now **\$209,164.30.** Mortgage tax paid: **\$0.00..**

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS AS NOMINEE FOR ALETHES, LLC** (assignor), to **QUICKEN LOANS INC.** (assignee), by assignment of mortgage dated **DECEMBER 12, 2016** and recorded on **DECEMBER 15, 2016** in **INSTRUMENT NO. 20161215000456260.**

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 23 8 27 0 000 001.032

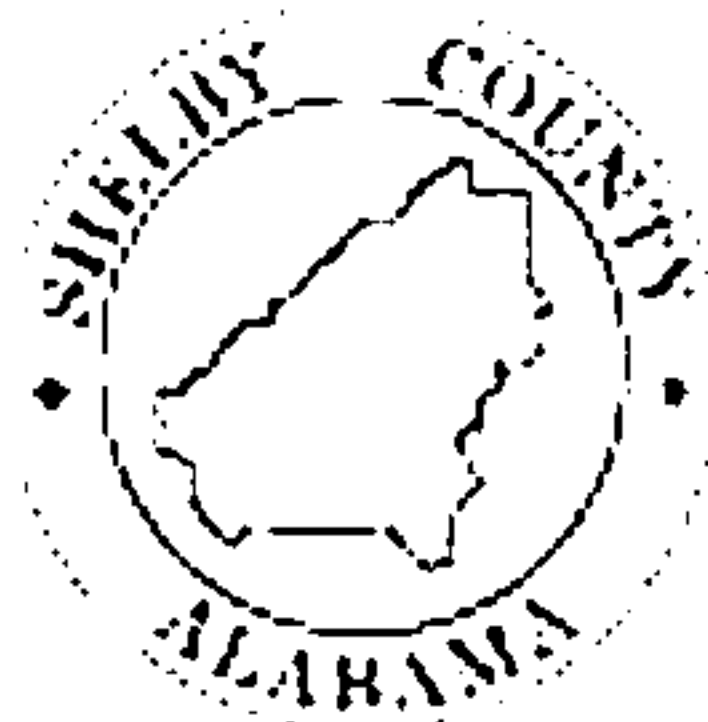
Land Situated in the County of Shelby in the State of AL

LOT 79, ACCORDING TO THE FINAL PLAT OF WYNLAKE, PHASE 4B, AS RECORDED IN MAP BOOK 22,
PAGE 63 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: DEED INSTRUMENT NO. 20050907000460990.

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: 264 WYNLAKE DR , Alabaster, AL 35007



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
06/23/2017 02:32:50 PM
\$360.75 CHERRY
20170623000225420

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