

After Recording Return To:
SOUTHWEST STAGE FUNDING, LLC
DBA CASCADE FINANCIAL SERVICES
3345 S. VAL VISTA DRIVE SUITE
300
GILBERT, AZ 85297
(480) 539-5230


20170829000314950 1/6 \$31.00
Shelby Cnty Judge of Probate, AL
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CONSTRUCTION CONVERSION AGREEMENT

MACON
Loan #: 6051700046
MIN: 100605716100098100
MERS Phone: 1-888-679-6377
PIN: TBD
VA/FHA Case #: 011-8445878-703

This Construction Conversion Agreement ("Agreement"), made this 18TH day of JANUARY, 2017 between JIMMY MACON, AN UNMARRIED MAN ("Borrower") SOUTHWEST STAGE FUNDING, LLC DBA CASCADE FINANCIAL SERVICES ("Lender"), Mortgage Electronic Registration Systems, Inc. ("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated NOVEMBER 10, 2016 and granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded in Book or Liber *_____, at page(s) _____, of the COUNTY Records of **SHELBY, 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 **436 HWY 83, HARPERSVILLE, AL 35078** the real property to be set forth as follows:

MAKE: TRUMH-AL
MODEL: 42TRU28684RH16
YEAR: 2016
SERIAL NUMBER(S): SA4071059AL-AB
LENGTH AND WIDTH: 68 X 28
HUD TAG NUMBERS: NTA1719303 NTA1719304

**11/14/2016, #201611140004
and re-recorded
4/28/2017, #20170428000*

SE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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 18, 2017** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$**142,373.00**, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.

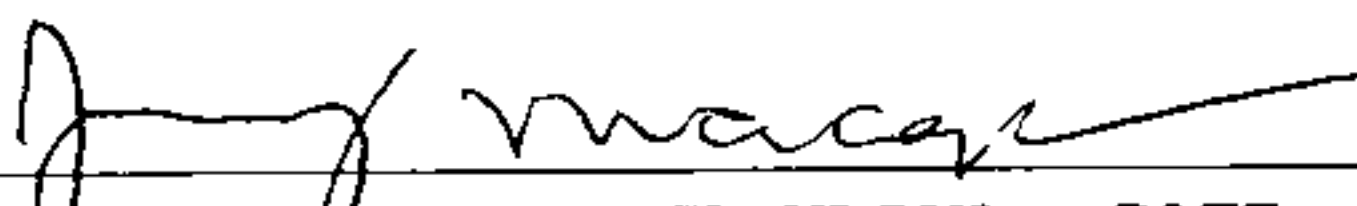
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.375%, from **JANUARY 18, 2017**. Borrower promises to make monthly payments of principal and interest of U.S. \$797.25, beginning 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"), 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.

Borrower will make such payments at **3345 S. VAL VISTA DRIVE SUITE 300, GILBERT, AZ 85297** or at such other place as Lender may require.

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 this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

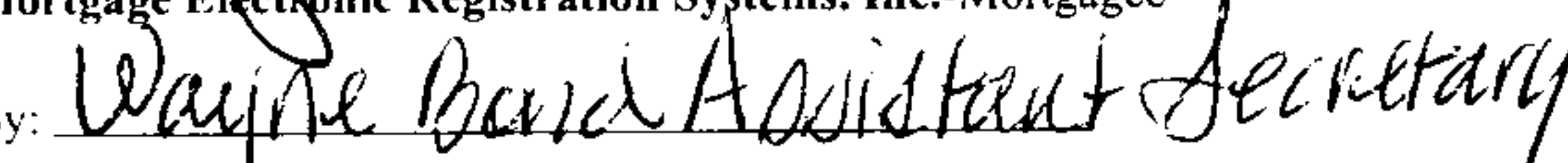
4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower 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; 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. 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.

 1-18-2017
 - BORROWER JIMMY MACON - DATE -


 SOUTHWEST STAGE FUNDING, LLC DBA CASCADE FINANCIAL SERVICES-Lender


 Mortgage Electronic Registration Systems, Inc.-Mortgagee

By:

 Assistant Secretary



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State of Alabama, Chilton County ss:The foregoing Instrument was acknowledged before me this January 18 2017 by

Sammy K. Melendy
 Notary Public
4-21-19
 My Commission Expires

Lender Acknowledgment

State of Arizona, Maricopa County ss:The foregoing Instrument was acknowledged before me this January 24, 2017 byWayne Bond Title VP Finance

Lori Shumway
 Notary Public

Document Prepared By:

Lori Shumway
 Cascade Financial Services
 3345 S. Val Vista Drive, Suite 300
 Gilbert, AZ 85297
 Lori Shumway



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NOTARY ACKNOWLEDGMENT

Notary Public, State of: Alabama

County of: Chilton

Commission Expires: 04/21/2019

Reason for Acknowledgment: **Notary did not list the borrowers name as being notarized (Jimmy Macon Loan)**

On the 18th day of January 2017, a Notary Public, *Tammy V Melendy* in the for said State, personally appeared and acknowledged the signing of *Jimmy Macon* the borrower, known to me or proved to me on the basis of satisfactory evidence to be individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Name of form to attach to: **CONSTRUCTION CONVERSION AGREEMENT**

Stamp/Seal



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Tammy V Melendy
Notary Public

EXHIBIT A

Parcel 1: Commence at a 1 inch pipe in place being the Southeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 21, Township 19 South, Range 2 East, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed North 88 deg. 16 min. 26 sec. West along the South boundary of said $\frac{1}{4}$ $\frac{1}{4}$ Section for a distance of 1043.33 feet to a point on the Easterly right-of-way of Shelby County Highway No. 83; thence proceed North 35 deg. 12 min. 50 sec. West along the Easterly right-of-way of said highway for a distance of 70.92 feet (set $\frac{1}{2}$ inch rebar), said point being a point on the Northerly boundary of a 20 foot ingress and egress easement being existing easement: A non-exclusive easement for ingress and egress; thence proceed South 86 deg. 13 min. 35 sec. East along the Northerly boundary of said easement for a distance of 222.87 (set $\frac{1}{2}$ inch rebar); thence proceed South 89 deg. 02 min. 04 sec. East along the Northerly boundary of said easement for a distance of 240.45 feet (set $\frac{1}{2}$ inch rebar); thence proceed North 73 deg. 28 min. 44 sec. East along the Westerly boundary of said easement for a distance of 67.26 feet (set $\frac{1}{2}$ inch rebar); thence proceed North 44 deg. 18 min. 16 sec. East along the Westerly boundary of said easement for a distance of 64.68 feet (set $\frac{1}{2}$ inch rebar); thence proceed North 30 deg. 44 min. 39 sec. East along the Westerly boundary of said easement for a distance of 213.20 feet (set $\frac{1}{2}$ rebar); thence proceed North 14 deg. 33 min. 52 sec. West along the Westerly boundary of said easement for a distance of 239.36 feet (set $\frac{1}{4}$ inch rebar); thence proceed South 88 deg. 03 min. 23 sec. East for a distance of 141.43 feet; thence proceed North 01 deg. 50 min. 32 sec. East for a distance of 128.45 feet; thence proceed North 88 deg. 03 min. 24 sec. West for a distance of 339.13 feet; thence proceed North 01 deg. 47 min. East for a distance of 665.99 feet to a point on the North boundary of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence proceed South 87 deg. 50 min. 24 sec. East along the North boundary of said $\frac{1}{4}$ $\frac{1}{4}$ Section for a distance of 679.46 feet to the Northeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ Section; thence proceed South 01 deg. 53 min. 36 sec West along the East boundary of said $\frac{1}{4}$ $\frac{1}{4}$ Section for a distance of 1326.84 feet to the point of beginning.

The above described land is located in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 21, Township 19 South, Range 2 East, Shelby County, Alabama and contains 17.83 acres

Easement "A": A 20 foot ingress and egress easement being Existing easement: Non-exclusive easement for ingress and egress being described as follows: Commence at a 1 inch pipe being the Southeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 21, Township 19 South, Range 2 East, Shelby County, Alabama; thence proceed North 88 deg. 16 min. 26 sec. West along the South boundary of said $\frac{1}{4}$ $\frac{1}{4}$ Section for a distance of 1043.33 feet to a point on the Easterly right of way of Shelby County Highway No. 83; thence proceed North 35 deg. 12 min. 50 sec. West along the Easterly right of way of said highway for a distance of 58.06 feet to the centerline of said easement. From this beginning point proceed South 86 deg. 13 min. 35 sec. East along the centerline of said easement for a distance of 215.02 feet; thence proceed South 89 deg. 02 min. 04 sec. East along the centerline of said easement for a



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distance of 242.23 feet; thence proceed North 73 deg. 28 min. 44 sec. East along the centerline of said easement for a distance of 71.40 feet; thence proceed North 44 deg. 18 min. 16 sec. East along the centerline of said easement for a distance of 68.47 feet; thence proceed North 30 deg. 44 min. 39 sec. East along the centerline of said easement for a distance of 218.56 feet; thence proceed North 14 deg. 33 min. 52 sec. West along the centerline of said easement for a distance of 240.57 feet to the termination of said easement, said easement being the same as shown by Inst. No. 20070925000450320 in the Office of the Judge of Probate of Shelby County, Alabama.

Easement "B": A 20 foot ingress and egress easement being existing easement B non-exclusive easement for ingress and egress being described as follows: Commence at a 1 inch pipe in place, being the Southeast corner of the Northwest ¼ of the Southeast ¼ of Section 21, Township 19 South, Range 2 East, Shelby County, Alabama; thence proceed North 88 deg. 16 min. 26 sec. West along the South boundary of said ¼ ¼ section for a distance of 1043.33 feet to a point on the Easterly right of way of Shelby County Highway No. 83; thence proceed North 35 deg. 12 min. 50 sec. West along the Easterly right of way of said highway for a distance of 70.92 feet (set ½ inch rebar); thence continue North 35 deg. 12 min. 51 sec. West along the Easterly right of way of said highway for a distance of 506.28 feet to a point, being located in the centerline of a 20 foot ingress and egress easement being existing easement B non-exclusive easement for ingress and egress, said point being the point of beginning. From this beginning point: thence proceed North 74 deg. 28 min. 22 sec. East along the centerline of said easement for a distance of 43.91 feet; thence proceed North 70 deg. 21 min. 07 sec. East along the centerline of said easement for a distance of 137.72 feet; thence proceed North 69 deg. 57 min. 21 sec. East along the centerline of said easement for a distance of 101.02 feet; thence proceed North 73 deg. 21 min. 51 sec. East along the centerline of said easement for a distance of 91.66 feet; thence proceed North 78 deg. 04 min. 01 sec. East along the centerline of said easement for a distance of 24.45 feet; said easement being the same as shown by instrument No. 20141110000354550 in the Office of the Judge of Probate of Shelby County, Alabama.

Description taken from survey by Ray & Gilliland, PC dated 2/16/16.



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