

This Document Prepared By:
FARAH LYNN JOHNSON
PNC MORTGAGE, A DIVISION OF
PNC BANK, NATIONAL
ASSOCIATION
3232 NEWMARK DR
MIAMISBURG, OH 45342
(888) 224-4702

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MORTAMEN 1/8

When Recorded Mail To:
PNC BANK, N.A.
P.O. BOX 8800
DAYTON, OH 45401

Source of Title: **INSTRUMENT NO. 20130429000171830 DEED BOOK N/A, AT PAGE(S) N/A**
Tax/Parcel #: **101010006004000**

[Space Above This Line for Recording Data] _____
Original Principal Amount: **\$247,000.00** Freddie Mac Loan No.: **775429724**
Unpaid Principal Amount: **\$227,544.74** Loan No: (scan barcode)
New Principal Amount: **\$232,336.71**
Capitalization Amount: **\$4,791.97**

LOAN MODIFICATION AGREEMENT (MORTGAGE)
(To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this 7TH day of SEPTEMBER, 2017, between PNC BANK, NATIONAL ASSOCIATION ("Lender"), whose address is 3232 NEWMARK DR, MIAMISBURG, OH 45342, and RICHARD C MASON AND, GINA MASON HUSBAND AND WIFE ("Borrower"), whose address is 712 MEADOW RIDGE CO, BIRMINGHAM, ALABAMA 35242, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated MARCH 26, 2013, in the original principal sum of U.S. \$247,000.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, the Note

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest
rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161
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20171102000398650 11/02/2017 03:18:15 PM MORTAMEN

2/8

bearing the same date as and recorded on APRIL 29, 2013 in INSTRUMENT NO. 20130429000171840, of the OFFICIAL Records of SHELBY COUNTY, ALABAMA. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

712 MEADOW RIDGE CO, BIRMINGHAM, ALABAMA 35242
[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 BIRMINGHAM, and described as follows:

SEE ATTACHED LEGAL EXHIBIT A

SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Current Balance. As of **OCTOBER 1, 2017**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$232,336.71.
2. Interest Rate. 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 **4.1250%**, beginning **OCTOBER 1, 2017**, both before and after any default described in the Note. The yearly rate of **4.1250%** will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$989.16, beginning on the 1ST day of **NOVEMBER, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **OCTOBER 1, 2057**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at
3232 NEWMARK DR, MIAMISBURG, OH 45342
or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. Property Transfer. 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.



20171102000398650 11/02/2017 03:18:15 PM MORTAMEN

3/8

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 given in accordance with Section 15 of the Security Instrument, 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 this Security Instrument without further notice or demand on Borrower.

7. Compliance with Covenants. 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.
8. 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 where 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.



20171102000398650 11/02/2017 03:18:15 PM MORTAMEN
4/8

In Witness Whereof, I have executed this Agreement.

[Signature]
Borrower: RICHARD C MASON

9/27/17

Date

[Signature]
Borrower: GINA MASON

9/27/17

Date

Borrower:

Date

Borrower:

Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

The State of ALABAMA)
Jefferson County)

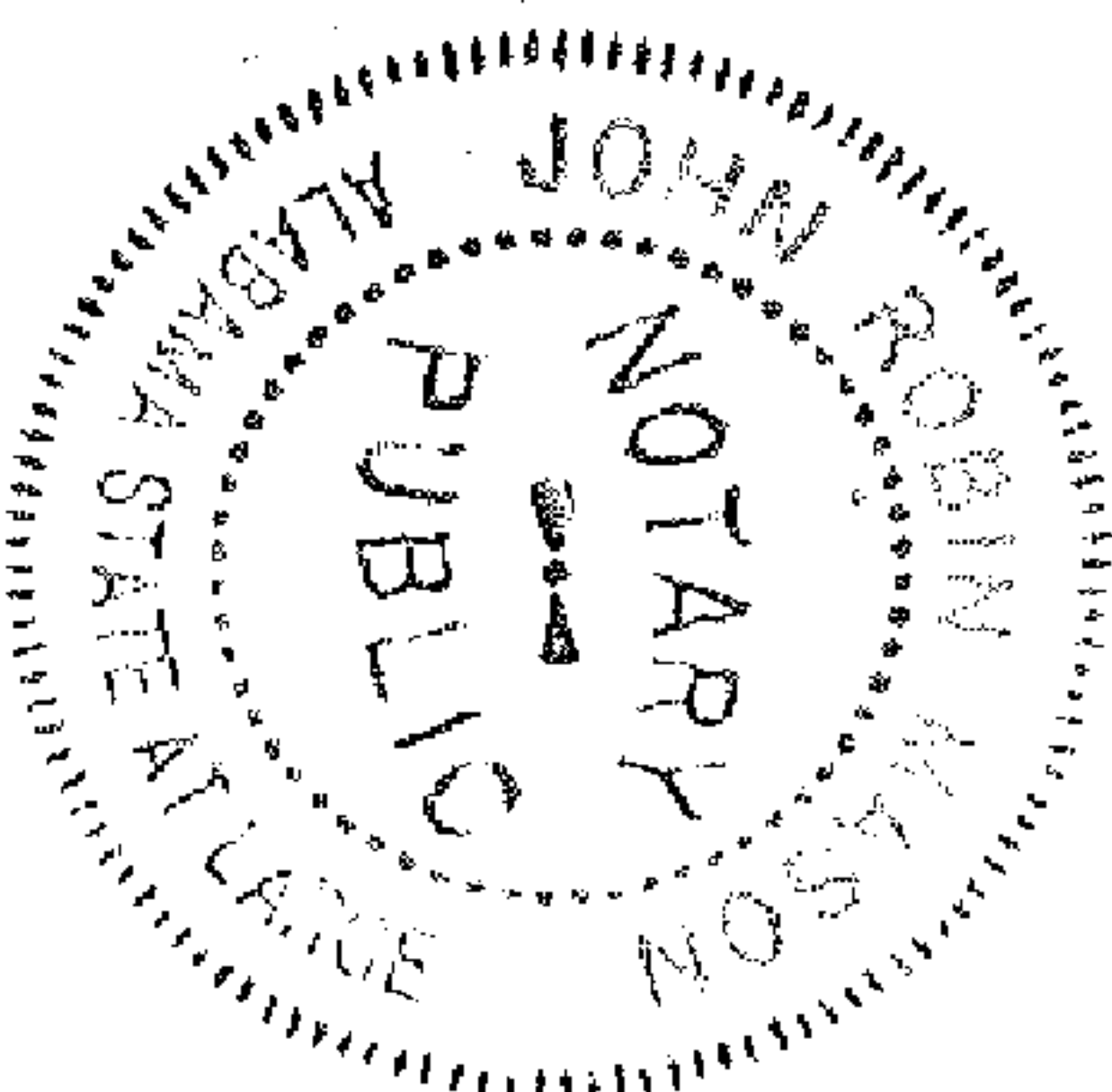
I, a Notary Public, hereby certify that **RICHARD C MASON; GINA MASON** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 27th day of September, 2017.

[Signature]
Notary Public

Print Name John Robin Mason

My commission expires: 06/01/2021



20171102000398650 11/02/2017 03:18:15 PM MORTAMEN
5/8

In Witness Whereof, the Lender have executed this Agreement.

PNC BANK, NATIONAL ASSOCIATION

By Eileen Burrall (print name) 10/2/17 Date
Mortgage Officer (title)
[Space Below This Line for Acknowledgments]

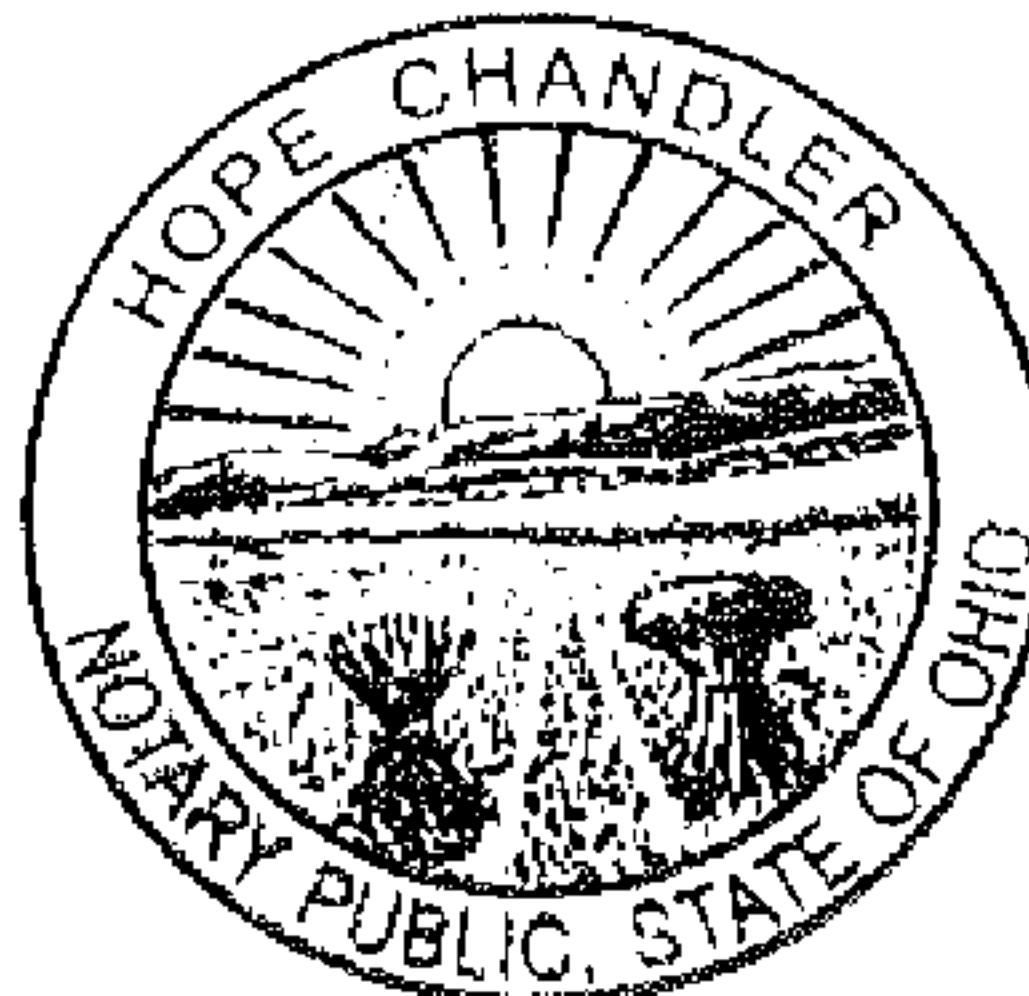
LENDER ACKNOWLEDGMENT

State of Ohio

County of Montgomery

The foregoing instrument was acknowledged before me this 10/2/17
(date) by Eileen Burrall, the Mortgage Officer of PNC BANK,
NATIONAL ASSOCIATION, a national association, on behalf of the national association

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



20171102000398650 11/02/2017 03:18:15 PM MORTAMEN
6/8

**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **RICHARD C MASON AND GINA MASON, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP** to **ALANT BANK A DIVISION OF USAMERIBANK** for **\$247,000.00** and interest, dated **MARCH 26, 2013** and recorded on **APRIL 29, 2013** in **INSTRUMENT NO. 20130429000171840**.

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")**, AS **NOMINEE FOR ALANT BANK A DIVISION OF USAMERIBANK ITS SUCCESSORS AND ASSIGNS** (assignor), to **PNC BANK, NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **JANUARY 30, 2017** and recorded on **FEBRUARY 2, 2017** in **INSTRUMENT NO. 20170202000040420 BOOK N/A PAGE N/A**.



20171102000398650 11/02/2017 03:18:15 PM MORTAMEN
7/8

Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between PNC BANK, NATIONAL ASSOCIATION (the "Lender") and RICHARD C MASON AND, GINA MASON HUSBAND AND WIFE (the "Borrower") dated SEPTEMBER 7, 2017 (the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. If the Borrower was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents, based on this representation, Lender agrees that Borrower will not have personal liability on the debt pursuant to this Agreement. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy

(BORROWER MUST INITIAL HERE)

Signed this 2nd day of October, 20 17.

Lender

By:

Name:

Eileen Burrall
Eileen Burrall
Mortgage Officer

Borrower

RICHARD C MASON

GINA MASON



20171102000398650 11/02/2017 03:18:15 PM MORTAMEN
8/8

Exhibit A (Legal Description)

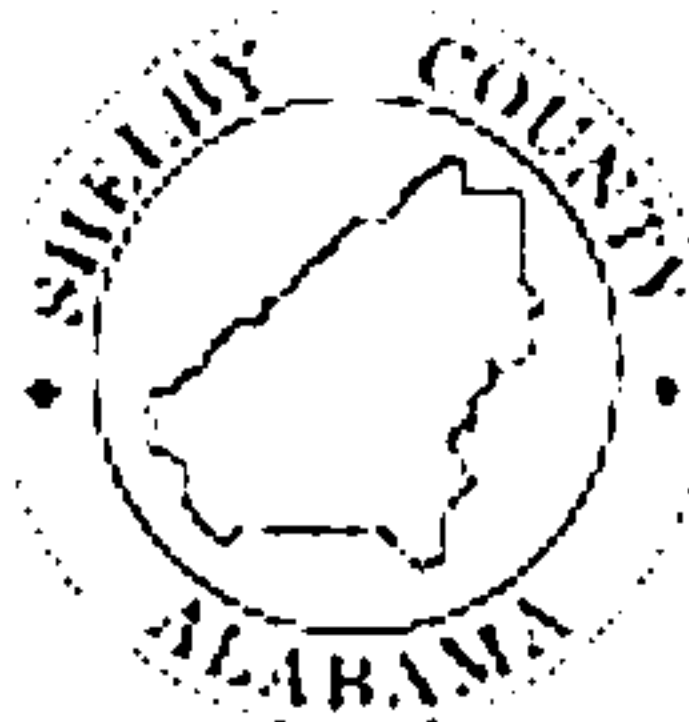
ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 4, ACCORDING TO THE SURVEY OF MEADOW BROOK CLUSTER HOMES, 2ND SECTOR, AS RECORDED IN MAP BOOK 22, PAGE 110, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY AS CONVEYED FROM JIM HOYE AND HIS WIFE SUZANNE R. HOYE TO RICHARD C. MASON AND GINA MASON, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, AS DESCRIBED IN INSTRUMENT NO. 20130429000171830, DATED 03/26/2013, RECORDED 04/29/2013.

TAX ID: # 10 1 01 0 006 004.000

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 712 MEADOW RIDGE CT, BIRMINGHAM, AL 35242.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
11/02/2017 03:18:15 PM
\$384.60 DEBBIE
20171102000398650

A handwritten signature in black ink, likely of the County Clerk, is written over the printed name "DEBBIE".