

Return To:
USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, TX 78288

Prepared by:
Jay G. Beitel
Law Offices of Polunsky Beitel Green, LLP
Offices at Eilan II, Suite 450
17806 I.H. 10 West
San Antonio, Texas 78257



20180103000002080 1/4 \$24.00
Shelby Cnty Judge of Probate, AL
01/03/2018 11:34:38 AM FILED/CERT

MODIFICATION AGREEMENT

}

1

1


KNOW ALL MEN BY THESE PRESENTS:

**LOT 63, ACCORDING TO THE SURVEY OF MEADOWRIDGE, AS
RECORDED IN MAP BOOK 11, PAGE 40 A & B, IN THE PROBATE
OFFICE OF SHELBY COUNTY, ALABAMA.**

Borrower and Lender acknowledge that the Modifications herein adopted are effective as of **August 21, 2017**.

Borrower and Lender agree that the outstanding principal balance as of date hereof is **\$326,390.55**.

Loan No.: 3001043795


20180103000002080 2/4 \$24.00
Shelby Cnty Judge of Probate AL
01/03/2018 11:34:38 AM FILED/CERT

The interest rate in the Note is hereby changed to a fixed rate of **4.250%** per annum.

The Maturity Date of the Note shall remain **September 1, 2047** (herein the "Maturity Date").

The monthly principal and interest payments shall be due and payable on the **1st** day of each month, beginning **October 1, 2017**, and shall be in the amount of **\$1,612.33** and such monthly payments shall continue regularly thereafter until the Maturity Date, at which time all unpaid principal and accrued unpaid interest shall be due and payable.

All other terms of the Note not specifically modified by nor in conflict with the terms of this Modification Agreement shall remain in full force and effect.

It is the intention of the parties hereto to strictly conform to the applicable usury laws, all agreements between Borrower and the Lender, whether now existing or hereinafter arising, and whether written or oral, are hereby expressly limited so that in no event, whether by reason of acceleration of the maturity of the Note, or otherwise, shall the amount paid or agreed to be paid to the holder of the Note for the use, forbearance, or other detention of the money under the Note, as modified hereunder, or otherwise exceed the maximum amount permissible under applicable law. If fulfillment of any provision of the Note, as modified hereby, or of any Deed of Trust or other document evidencing or securing the indebtedness evidenced by the Note at the time the performance of such a provision shall be due, shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if the holder of the Note shall ever receive anything of value deemed interest under applicable law, which would exceed interest at the highest lawful rate, an amount equal to any excessive interest shall be applied to the reduction of the principal amount owing under the Note, as modified herein, and not to the payment of interest, or, if such excessive interest exceeds the unpaid balance of principal of the Note, as modified hereby, such excess shall be refunded. All sums paid, or agreed to be paid, to the holder of the Note for the use, forbearance or other detention of the indebtedness of the obligor thereunder, to the holder of the Note, shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term of such indebtedness so that the rate of interest on account of such indebtedness is uniform throughout the term thereof. The provisions of this paragraph shall control all agreements between the obligors under the Note and the holder of the Note.

Borrower hereby agrees that the modification contained herein shall in no manner impair the Note, the repayment of the indebtedness evidenced thereby, the Deed of Trust, any lien securing the Note, or any loan documents controlling the disbursement of loan funds; Borrower hereby expressly acknowledging the validity and enforceability of the Note as herein modified and the indebtedness evidenced thereby; the purpose of this instrument being simply to modify the terms of the Note as hereinabove stated. Borrower further acknowledges that liens securing the Note are not in any manner waived and are valid and subsisting. Borrower further agrees that, in the event of a default under the Note, nothing contained herein shall preclude the holder of the Note from foreclosing the lien of the Deed of Trust or enforcing, in accordance with their terms, any other instruments evidencing or securing the indebtedness evidenced by the Note.


Loan No.: 3001043795

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

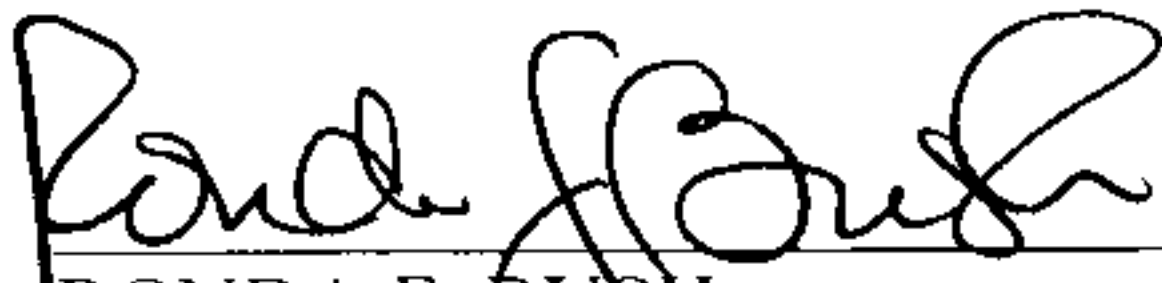
EXECUTED on this 30 day of November, 2017, but EFFECTIVE as of the August 21, 2017.

"BORROWER"


JEFFREY R. BUSH


20180103000002080 3/4 \$24.00
Shelby Cnty Judge of Probate, AL
01/03/2018 11:34:38 AM FILED/CERT

"SPOUSE"


RONDA F. BUSH

"LENDER"

USAA Federal Savings Bank

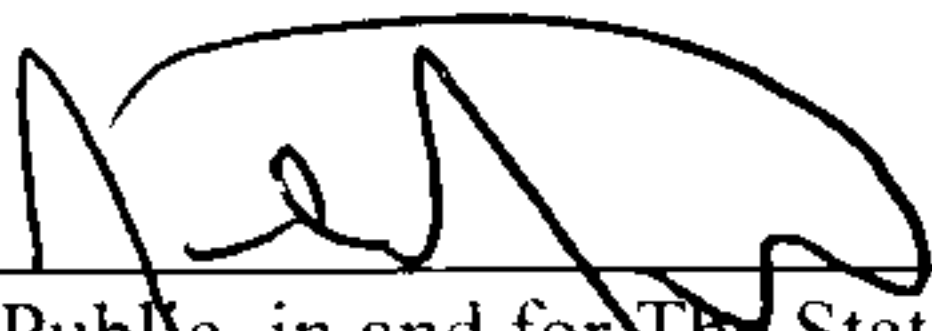
By: 
LUCIA M FLORES

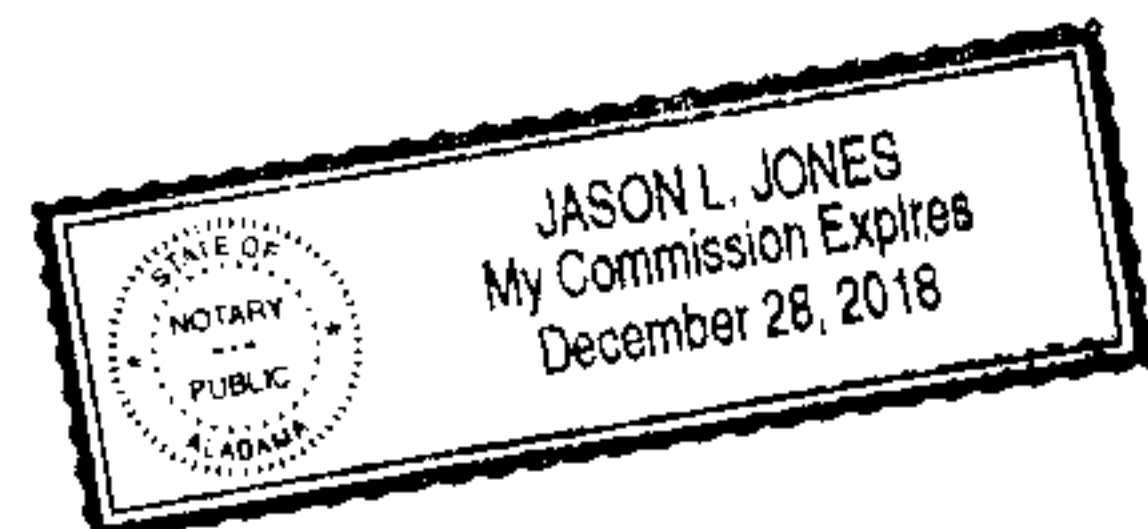
Its: MANAGER REAL ESTATE SERVICING

THE STATE OF ALABAMA
COUNTY OF Shelby

§
§

This instrument was acknowledged before me on this 30th day of November, 2017, by JEFFREY R. BUSH.


Notary Public, in and for The State of Alabama

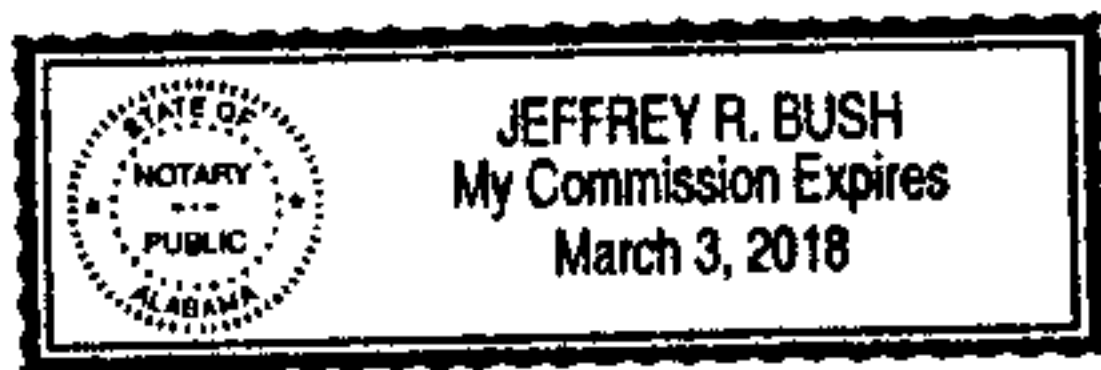


Loan No.: 3001043795

THE STATE OF ALABAMA
COUNTY OF Shelby

§
§

This instrument was acknowledged before me on this 30 day of November, 2017, by RONDA F. BUSH.



[Signature]
Notary Public, in and for The State of Alabama

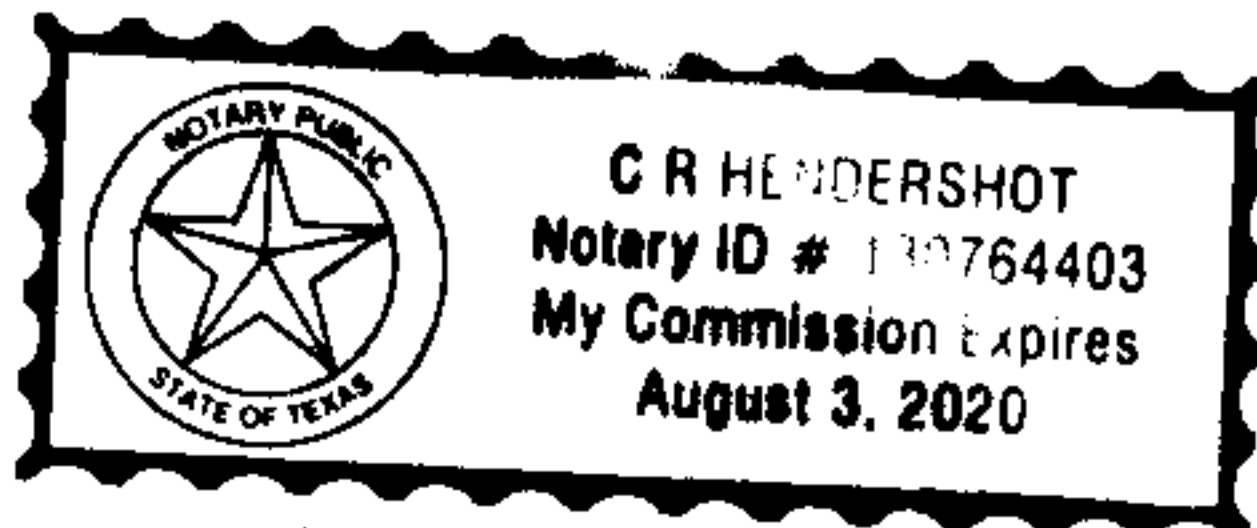


20180103000002080 4/4 \$24.00
Shelby Cnty Judge of Probate, AL
01/03/2018 11:34:38 AM FILED/CERT

THE STATE OF Texas
COUNTY OF Bexar

§
§

This instrument was acknowledged before me on this 12th day of December, 2017, by Lucia M. Flores, Manager Real Estate servicing USAA Federal Savings Bank.



[Signature]
Notary Public, in and for The State of 8/3/2020
Texas