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02/06/2018 08:54:36 AM
MORTAMEN 1/6

This Document Prepared By:
FARRAH HAYES
PACIFIC UNION FINANCIAL, LLC
1603 LBJ FREEWAY, STE 500 MAILSTOP: 60200
FARMERS BRANCH, TX 75234
(844) 225-8060

When Recorded Mail To:
PACIFIC UNION FINANCIAL, LLC
1603 LBJ FREEWAY, STE 500 MAILSTOP: 60200
FARMERS BRANCH, TX 75234

Source of Title: INSTRUMENT NO. 20140630000197660 DEED BOOK 1993, AT PAGE(S) 39156
Tax/Parcel #: 13 7 35 3 001 002.061

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$157,203.00 FHA/VA/RHS Case No.: 703 011-7913033
Unpaid Principal Amount: \$148,162.36 Loan No: 0000354381
New Principal Amount: \$150,279.21
New Money (Cap): \$2,116.85

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 19TH day of JANUARY, 2018, between MICHAEL W BARGER AND, LISA A BARGER HUSBAND AND WIFE ("Borrower"), whose address is 707 OLDE TOWNE CIRCLE, ALABASTER, ALABAMA 35007 and PACIFIC UNION FINANCIAL, LLC ("Lender"), whose address is 1603 LBJ FREEWAY, STE 500 MAILSTOP: 60200, FARMERS BRANCH, TX 75234 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated JUNE 9, 2014 and recorded on JUNE 30, 2014 in INSTRUMENT NO. 20140630000197660 MORTGAGE BOOK N/A PAGE N/A, SHELBY COUNTY, ALABAMA, and (2) the Note, in the original principal amount of U.S. \$157,203.00, 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
707 OLDE TOWNE CIRCLE, ALABASTER, ALABAMA 35007



the real property described is located in **SHELBY COUNTY, ALABAMA** and being set forth as follows:

SEE 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, **FEBRUARY 1, 2018** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$150,279.21**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **\$2,116.85**.
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 **4.1250%**, from **FEBRUARY 1, 2018**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$728.33**, beginning on the **1ST** day of **MARCH, 2018**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 1, 2048** (the "Maturity Date"), the 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.
3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a **Chapter 7** bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
6. 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.

7. Borrower agrees to make and execute other documents or papers as may be necessary 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.

In Witness Whereof, I have executed this Agreement.

Michael W Barger
Borrower: MICHAEL W BARGER

1-29-18

Date

Lisa A. Barger
Borrower: LISA A BARGER

1/29/18

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

The State of ALABAMA)
Shelby County)

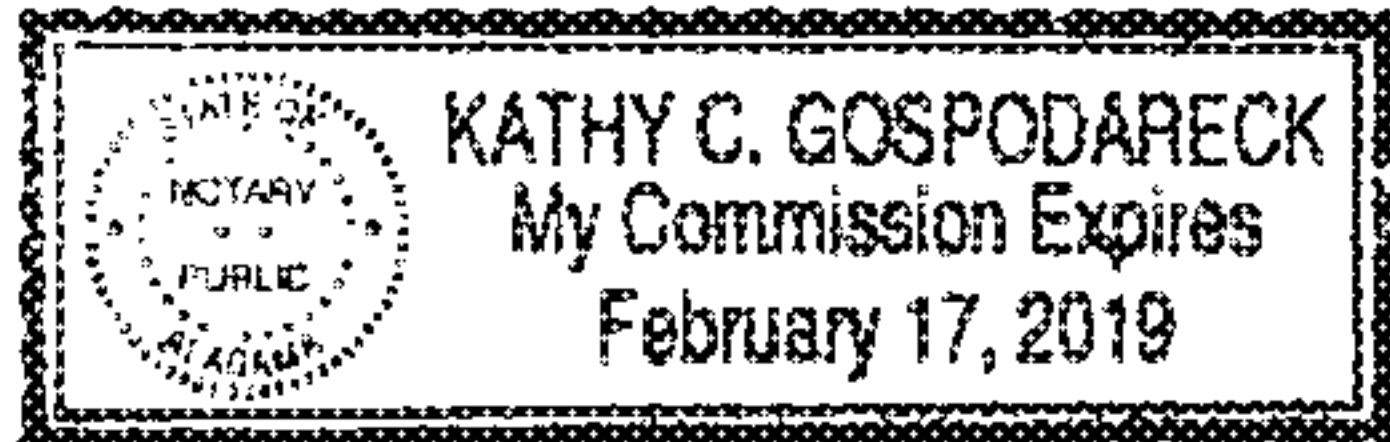
I, a Notary Public, hereby certify that MICHAEL W BARGER; LISA A BARGER whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day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

Given under my hand this 29th day of January, 2018.

Kathy C. Gospodareck
Notary Public

Print Name Kathy C. Gospodareck

My commission expires: 2/17/2019



In Witness Whereof, the Lender has executed this Agreement.

PACIFIC UNION FINANCIAL, LLC

By

Dawnna Lacy
Dawnna Lacy
Limited AUP
(print name)
(title)

1/31/18
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

State of TEXAS

County of DALLAS

This instrument was acknowledged before me on January 31 2018
by Dawnna Lacy, the Limited AUP of PACIFIC UNION
FINANCIAL, LLC, a company, on behalf of the company.

FARRAH HAYES, Notary Public

My commission expires: 05/28/2018

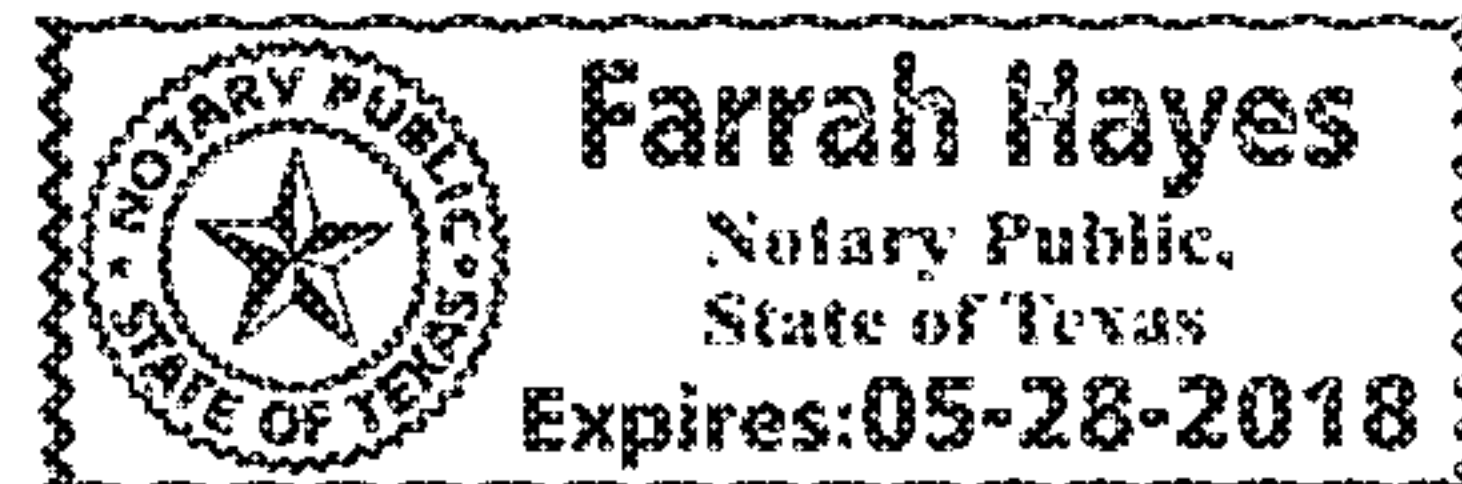


EXHIBIT A

BORROWER(S): MICHAEL W BARGER AND, LISA A BARGER HUSBAND AND WIFE

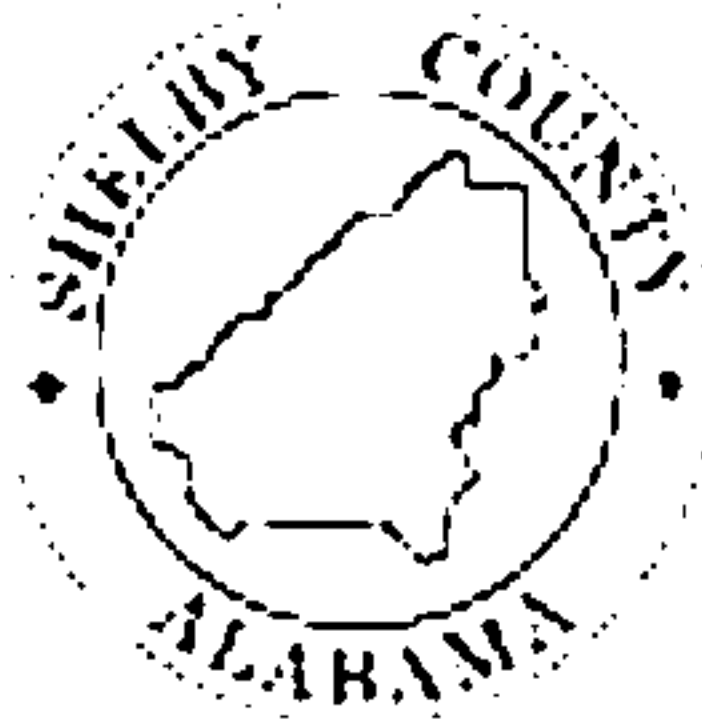
LOAN NUMBER: 0000354381

LEGAL DESCRIPTION:

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

LOT 21, ACCORDING TO THE SURVEY OF OLDE TOWNE FOREST, SECOND ADDITION, AS RECORDED IN MAP BOOK 12, PAGE 85 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

ALSO KNOWN AS: 707 OLDE TOWNE CIRCLE, ALABASTER, ALABAMA 35007



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
02/06/2018 08:54:36 AM
\$255.45 CHERRY
20180206000039020

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