After Recording Return To: Vanderbilt Mortgage and Finance, Inc. 500 Alcoa Trail Maryville, TN 37804

LOAN MODIFICATION AGREEMENT (FHA TITLE II)—CONFIRMATION OF CHANGES TO PERMANENT LOAN PROVISIONS SET FORTH IN NOTE AND CONSTRUCTION LOAN ADDENDUM TO NOTE, AND OTHER DOCUMENTS ASSOCIATED WITH THE LOAN, DUE TO DIFFERENCE COMPLETION DATE

FHA CASE Number: <u>011-8668155-703</u>

THIS LOAN MODIFICATION AGREEMENT (the "Loan Modification") is made this Aday of December, 2017, and relates to (1) the note made by Micheal Eugene Northcutt and Pamela Dillard Northcutt ("I,"me", "my"), as amended and supplemented by construction loan addendum to note (the "Construction Loan Addendum To Note"), each dated November 13, 2017, evidencing my indebtedness (the "Loan") to VANDERBILT MORTGAGE AND FINANCE, INC. (the "Lender") and its successors and assigns (the "Note Holder" and "Note", respectively), (2) that certain mortgage, deed of trust or security deed dated November 13, 2017, and granted to Lender, as mortgagee or beneficiary of record, and recorded in Book or Liber, at Page(s), or didntified as Document No. 2011122000 422400 of the Records of Shelby County, State of AL, and which covers the real and personal property described therein, the description of which is incorporated herein by reference, located at 2035 Highway 7. Wilsonville AL 35186 (the "Security Instrument"), and (3), as may be applicable, Affixation Affidavit Regarding Manufactured (And Factory Built) Home and Manufactured Home Rider to Mortgage, Deed of Trust or Other Security Instrument ("Other Documents"). All terms defined in the Note and Construction Loan Addendum to Note and the Security Agreement shall have the same meaning in this Loan Modification.

The Note, as amended and supplemented by the Construction Loan Addendum to Note, provides for:

Initial Terms of Permanent Mortgage Loan

- A Completion Date of <u>December 31</u>, <u>2017</u> and
- A Note with a Permanent Mortgage Date of <u>January 1</u>, <u>2018</u> in the principal amount of <u>\$164.957.00</u>, with principal and interest thereunder being payable monthly beginning <u>February 1</u>, <u>2018</u> and ending with a final payment due date of <u>January 1</u>, <u>2048</u>, with interest accruing at <u>4.95</u>% per annum, in the amount of <u>\$880.49</u> each month (the "Permanent Mortgage Loan") due to the intended improvements not having been fully completed by the Completion Date set forth

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immediately above, the Lender and I have agreed that the terms and provisions of my Permanent Mortgage Loan are as follows:

Additionally, to the extent further information as to the description of the manufactured home is set forth below, such information supplements and/or amends the description of the manufactured home located or to be located on the Property as set forth in the Other Documents:

Description of Manufactured Home:

• Year Built: 2017 / Model Year: 2017

• Manufacturer's Name: Cavalier Home Builder's LLC

Model Name or Number: <u>74DYN32723AH17</u>

• Manufacturer's Serial No.: CCV077099ALAB

• Length and Width: 76 x 30

• HUD Label's: <u>NTA1767912</u> & <u>NTA17967913</u>

I hereby state, confirm and agree that (i) the terms and provisions set forth immediately above have not changed since the date of my execution of the Note and Construction Loan Addendum To Note; (ii) such terms and provisions remain true and correct as of the date hereof; (iii) the interest rate under the Permanent Mortgage Loan shall commence or has commenced within sixty (60) days of the construction of the intended improvements to the property having been fully completed; and (iv) I have entered into, and am legally obligated under, a Permanent Mortgage Loan under the above terms and provisions.

The Lender has executed this Loan Modification Agreement to evidence its consent and agreement hereto.

Executed the dates of notarization set forth below.

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Executed the dates of notarization set forth below.

Micheal Eugene Northcutt

COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26 day of December, 2017, within my jurisdiction, the within named Micheal Eugene Northcutt and Pamela Dillard Northcutt, who acknowledged that they executed the above and foregoing instrument.

Jason Ingram

My commission Expires

July 13th, 2019

Notary Public My Commission Expires

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STATE OF TENNESSEE COUNTY OF BLOUNT

Before me, <u>USU MUTO- USU</u> of the state and county mentioned, personally appeared <u>Simon Hughes, VP of Operations</u> (attesting witness), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the <u>VP of Operations</u> (title of office) of Vanderbilt Mortgage and Finance, Inc., the within named bargainor, a corporation, and that such president or officer as such <u>VP of Operations</u> (title of office) executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Vanderbilt Mortgage and Finance, Inc.

Witness my hand and seal, at office in Maryville, Blount County, Tennessee, this 44h day of

Notary Public

Printed Name:

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My Commission Expires: 3118

STATE OF TENNESSEE TO PUBLIC OF COUNTY

Filed and Recorded Official Public Records Judge James W. Fuhrmeister, Probate Judge, County Clerk Shelby County, AL 02/06/2018 02:31:38 PM \$21.00 CHERRY

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