Prepared By: Sabrina Coolman 2508 Lakeland Drive Flowood, MS 39232 (601) 899-1504

Return to: Sabrina Coolman 2508 Lakeland Drive Flowood, MS 39223 (601)899-1504

Origin Bank Loan No. 8060193045 FHA CASE NO. 011-8080200 MERS Min No. 100319235150600035

#### LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 15<sup>th</sup> day of May, 2018, between
Brian K Jones
Erica Jones
605 Round Road
Maylene, AL 35114
205-337-5655

("Borrower") and

#### Mortgage Electronic Registration System, Inc.

P.O. Box 2026 Flint, MI 48501-2026 (888) 679-MERS

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 06/24/2015 and recorded in Instrument Number 20150624000211740, page(s) 1-12 in the Office of the Chancery Clerk, Shelby County, 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 65 Round Road, Maylene, AL 35114, the real property described being set forth as follows:

See EXHIBIT "A"

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 June 01, 2018, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U. S. \$193,300.00 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- 2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.1250%, from May 01, 2018. The Borrower promises to make monthly payments of principal and interest of U.S. \$936.83, beginning on June 01, 2018, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on May 01, 2048 (the "Maturity Date") the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at 1101 ROC Lane, Ruston, Louisiana, or at such other place as the Lender may require.

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, at its option, 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

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2/3

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 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.

whole or in part of provided in this Ag	eement shall be understood or construethe Note and Security Instrument. Excerement, the Note and Security Instrumeder will be bound by, and comply with, als Agreement.	ept as otherwise spec ent will remain uncha	ifically and the sistens thereof,
(Seal)		Brian K Jones  Date	<b>V</b>
Mortgage Electronic Registration	on Systems, Inc.	Erica Jones	
By: Deal Colon Patricia McMullan, Vice Pre	Sident	Date	
STATE OF Habana COUNTY OF Shelp	······································		
Personally came and appeared before me, the undersigned authority in and for the above said jurisdiction aforesaid, the within name(s), Brian K Jones, who acknowledges that he/she signed, executed and delivered the above foregoing instrument of writing on the date first above written as his/her voluntary acts and deed.			
Given under my hand and offic	ial seal of office, this the <u>S</u> day of NOTARY PUBLIC		O MOTAR,
STATE OF 4/100000 COUNTY OF 5000000	My commission Expire  MY COMMISSION EXPIRES F	<b>es:/</b>	F. PUBLIC
Personally came and appeared before me, the undersigned authority in and for the above said jurisdiction aforesaid, the within name(s), Erica Jones, who acknowledges that he/she signed, executed and delivered the above foregoing instrument of writing on the date first above written as his/her voluntary acts and deed.			
Given under my hand and official seal of office, this the day of, 2018.			
	NOTARY PUBLIC My commission Expire	ES:	
COUNTY OF Ranking STATE OF MANY SELSON	<u>BENEFICIARY'S ACKNOWLEDGEMEN</u>	T TES FEDRUARY 3, 2019	
PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within-named Patricia C McMullan, who acknowledged to me that she is Vice President of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, and that she signed and delivered the above and foregoing instrument acting for and on behalf of said corporation, after having been first dully authorized so to do.			

**Notary Public** 

My Commission Expires:

LOAN MODIFICATION AGREEMENT - Single Family - (page 2 of 2 pages)

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this date

Commission Expires

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3/3

# EXHIBIT "A" LEGAL DESCRIPTION

File No.: 20152312

Lot 183, according to the Survey of Lacey's Grove, Phase 2, as recorded in Map Book 38, Page 19, in the Probate Office of Shelby County, Alabama.

This is a purchase money mortgage, the proceeds of which have been applied toward the purchase price of the property described herein, conveyed to the mortgagor simultaneously herewith.

NOTE: Brian Jones and Brian K. Jones are one and the same person.

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File No.: 20152312 Exhibit A Legal Description

Page 1 of 1



Filed and Recorded Official Public Records Judge James W. Fuhrmeister, Probate Judge, County Clerk Shelby County, AL 06/27/2018 03:43:16 PM \$310.95 CHERRY

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