



20180706000240240 1/7 \$430.40
Shelby Cnty Judge of Probate, AL
07/06/2018 08:21:22 AM FILED/CERT

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Prepared By: DeAnn Ortiz
Return To: Branch Banking and Trust Co.
111 Millport Circle
Greenville, SC 29607

BB&T Mortgage Loan No- 6992254570
Parcel Id # 25-5-22-0-006-002 000

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), is effective June 1, 2018, between BART EDWARD FERGUSON (Borrower) and LISA MICHELE FERGUSON aka LISA M FERGUSON nka LISA MICHELE WEYGAND (Borrower) divorced and Branch Banking and Trust Co. ("Lender") and amends and supplements (1) the Note made by the Borrower, dated 01/30/2009 in the original principal sum of U.S. \$258,250.00 and (2) the Mortgage, Deed of Trust, or Deed to Secure Debt ("the Security Instrument") securing the Note recorded on 02/06/2009 in Instrument #20090206000040690 in the Office of the Registry of Shelby County. For the purpose of this Agreement, the term "Property" shall be the real property and personal property, if any, together with any improvements located thereon, as more particularly described in the Security Instrument and having an address of:

104 WYNLAKE WAY
ALABASTER AL 35007

New PB = 263,571.86

The real property described being set forth as follows:

See attached 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. Borrower hereby acknowledges that prior to this modification the outstanding unpaid principal balance due under the Note and Security Instrument is \$228,504.95.
2. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, cost and expenses, in the total amount of \$35,066.91 has been added to the indebtedness under the terms of the Note and Security Instrument resulting in a total indebtedness due of U.S. \$263,571.86 (the new "Unpaid Principal Balance").

Borrower Initial: *B&F*

Co-Borrower Initial: *LMF*

3. The borrower promises to pay the new Unpaid Principal Balance to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of 3.375%, from May 1, 2018. The borrower promises to make monthly payments of principal and interest of U.S. \$1,165.24, beginning on June 1, 2018 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on May 1, 2048 (the "Maturity Date"), the borrower still owes amounts under the Note and the 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 to and at Branch Banking and Trust Company, Mortgage Payment Center, P.O. Box 580302, Charlotte, NC 28258-0302 or such other place as the Lender may require.

4. 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 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.
5. 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.
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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.



20180706000240240 2/7 \$430.40
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Borrower Initial: B&T

Co-Borrower Initial: SM

(Individual Acknowledgement)

Witness our hands and seals to this Agreement this 21st day of June, 2018.

[Signature]
Witness Signature

DAVID H. DEER
Witness Printed Name

[Signature]
Witness Signature

Gina McDonald
Witness Printed Name

BY: [Signature]
BART EDWARD FERGUSON

BY: [Signature]
LISA MICHELE FERGUSON aka LISA M FERGUSON
nka LISA MICHELE WEYGAND
[Signature]
[Signature]

STATE OF Alabama
COUNTY OF Shelby


I, Lance Bomer, a Notary Public of said county do hereby certify that BART EDWARD FERGUSON and LISA MICHELE FERGUSON aka LISA M FERGUSON nka LISA MICHELE WEYGAND, Borrower(s) personally appeared before me this day and acknowledged the execution of the foregoing AGREEMENT.

The execution thereof SWORN to before me this 21 day of June, 2018.

NOTARY PUBLIC FOR STATE OF Alabama

My Commission Expires: 11/3/2021

[Signature]
Notary Public
Lance Allen Bomer


20180706000240240 3/7 \$430.40
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April 20, 2018

Mers No.: N/A
BB&T Loan No.: 6992254570

BART EDWARD FERGUSON
LISA MICHELE WEYGAND
104 WYNLAKE WAY
ALABASTER AL 35007

ERRORS AND OMISSIONS
COMPLIANCE AGREEMENT

In consideration of
Branch Banking and Trust Co.

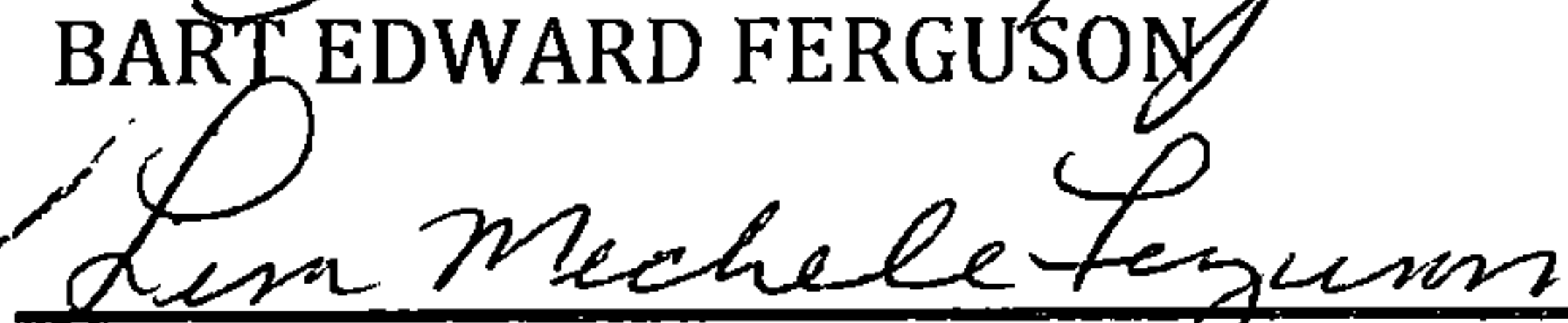
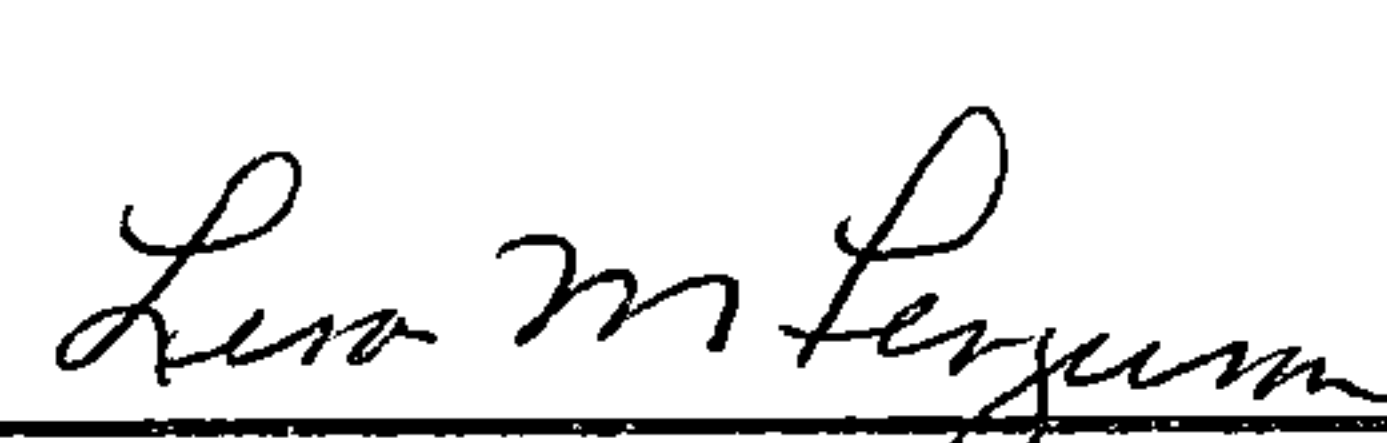
(the "Lender") agreeing to modify the referenced loan (the "Loan") to the BART EDWARD FERGUSON and LISA MICHELE FERGUSON aka LISA M FERGUSON nka LISA MICHELE WEYGAND, The Borrower(s) agrees that if requested by the lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.


The Borrower agrees to comply with all such request made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.


BART EDWARD FERGUSON

DATE: 6-21-2018

 
LISA MICHELE FERGUSON aka LISA M FERGUSON nka LISA MICHELE WEYGAND


DATE: 6-21-18

DATE:

DATE:



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Exhibit A

Legal Description

Lot 2, according to the Survey of Phase 1, Wynlake Subdivision, as recorded in Map Book 19, Page 156, in the Probate Office of Shelby County, Alabama



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(FERGUSON, BART PFD/MLG1005/10)

MIN NO: N/A
BB&T Loan No.: 6992254570

MODIFICATION BANKRUPTCY DISCLOSURE RIDER

THIS MODIFICATION BANKRUPTCY DISCLOSURE RIDER, effective June 1, 2018 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by **BART EDWARD FERGUSON** (the "Borrower(s)") and **LISA MICHELE FERGUSON aka LISA M FERGUSON nka LISA MICHELE WEYGAND** (the "Co-Borrower(s)") and Branch Banking and Trust Co. (the "Lender") covering the Property described in the Loan Modification Agreement located at

1249 ATHENS CT
TALLAHASSEE FL 32305

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

Borrower represents that Borrower was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Note and Security Instrument. Borrower and Lender acknowledge and agree that the Loan Modification Agreement does not affect the discharge of the Borrower's personal liability on the debt.

6-21-2018
Date

Bart Edward Ferguson
BART EDWARD FERGUSON - Borrower

6-21-18
Date

Lisa Michele Ferguson
LISA MICHELE FERGUSON aka
LISA M FERGUSON nka LISA MICHELE
WEYGAND - Borrower

Lisa M Ferguson
Lisa Michele Weygand

Branch Banking and Trust Co. (Seal)
-Lender

20180706000240240 6/7 \$430.40
Shelby Cnty Judge of Probate, AL
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6-28-18
Date

By: *Theresa Wyndham*
Assistant Vice President
Its: _____



BB&T Mortgage Loan No 6992254570

(Corporate Acknowledgement)

Witness our hands and seals to this Agreement this 26th day of June, 2018.

Branch Banking and Trust Company

WITNESSED BY:

[Signature]
Printed Name: Adam Walker

[Signature]
Printed Name: Vicki Kelly

BY [Signature]
Theresa Wyndham

Assistant Vice President

STATE OF South Carolina)

COUNTY OF Greenville)

Theresa Wyndham

I, Kimberly Rachelle McCleer, Notary Public of said County, do hereby certify _____
Lender/Note Holder, personally appeared before me this day and acknowledged that he/she is a Assistant Vice
President of Branch Banking and Trust Co. On behalf of the corporation I acknowledge the due execution of the
foregoing instrument.

SWORN TO BEFORE ME THIS 26th day of June, 2018.

My Commission Expires

KIMBERLY RACHELLE MCCLEER
Notary Public - State of South Carolina
My Commission Expires October 17, 2026

[Signature]
Notary Public

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