

After Recording Return To:
Ameris Bank
1800 Parkway Place Ste. 820
Marietta, GA 30067

20181212000433150
12/12/2018 08:32:07 AM
MORTAMEN 1/6

_____ [Space Above This Line For Recording Data] _____

LOAN MODIFICATION AGREEMENT
(Providing for Adjustable Interest Rate)

This Loan Modification Agreement (“Agreement”), made this 7th day of December, 2018, between KELLY LYN SMITH AND DANIEL GRAYSON SMITH, WIFE AND HUSBAND (“Borrower”) and AMERIS BANK (“Lender”), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the “Security Instrument”) dated DECEMBER 1, 2017 and recorded in Book or Liber 20171213000445630, at page(s), of the Official Public Records of Judge James W. Fuhrmeister Probate Judge, Shelby, AL (County and State, or other jurisdiction), and (2) the adjustable rate note (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

6750 DOUBLE OAK CT BIRMINGHAM, AL 35242
(Property Address)

the real property described being set forth as follows:

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER’S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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 December 7, 2018, the amount payable under the Note and the Security Instrument (the “Unpaid Principal Balance”) is U.S. \$800,528.00, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. The Borrower has this date executed and delivered to Mortgagee the following:
 - (a) A Receipt for Advance in the amount of \$N/A given to evidence a future advance under the Security Instrument ("Future Advance") (the Receipt for Advance).
 - (b) A consolidation and renewal note in the principal amount of \$N/A given in renewal and consolidation of the Original Note and Future Advance (the "Consolidation and Renewal Note").

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 4.125%, from December 7, 2018. The interest rate Borrower will pay may change in accordance with the terms of the Note. Borrower promises to make monthly payments of principal and interest of U.S. \$3879.76, beginning on the 1st day of February 2019. The amount of Borrower's monthly payments may change in accordance with the terms of the Note. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 1st day of January 2049, which is the present or extended Maturity Date.
3. If on the Maturity Date, 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.
4. Borrower understands and agrees that
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - (c) 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.
 - (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required 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.

Kelly Lynn Smith (Seal)

-Borrower

12/7/18 Date

[Signature] (Seal)

-Borrower

12/7/18 Date

[Signature]
Witness

[Signature]
Witness

_____[Space Below This Line for Acknowledgements]_____

Notary for Borrower(s)

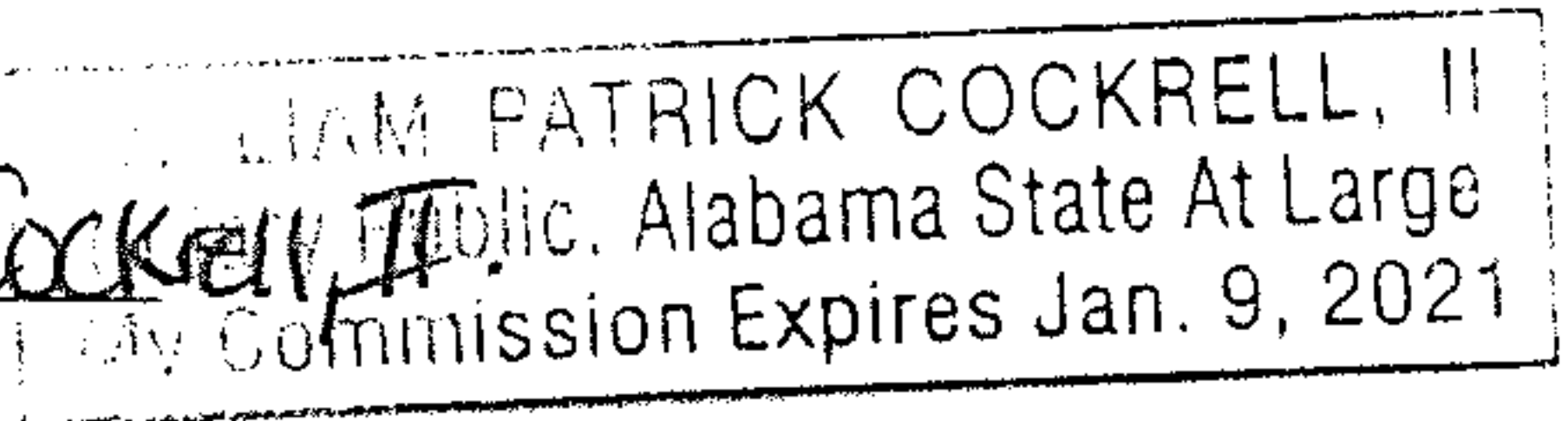
STATE OF Alabama

COUNTY OF Jefferson

On this 7 day of October, 20 18, before me personally appeared Kelly Lynn Smith and Daniel Grayson Smith to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.


Notary Public

Printed Name: William Patrick Cockrell, II



Commission Expires: 1/9/2021

Ameris Bank

(Seal)
-Lender

By: Julie Humber
Julie Humber

12/7/2019

Date of Lender's Signature

RDpm
Witness

[Signature]
Witness

Notary for Lender(s)

State of Georgia

County of Fulton

This record was acknowledged before me on 12/7/2019
Date

by Julie Humber,
Printed name(s) of individual(s) signing document who proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

X Personally Known

or

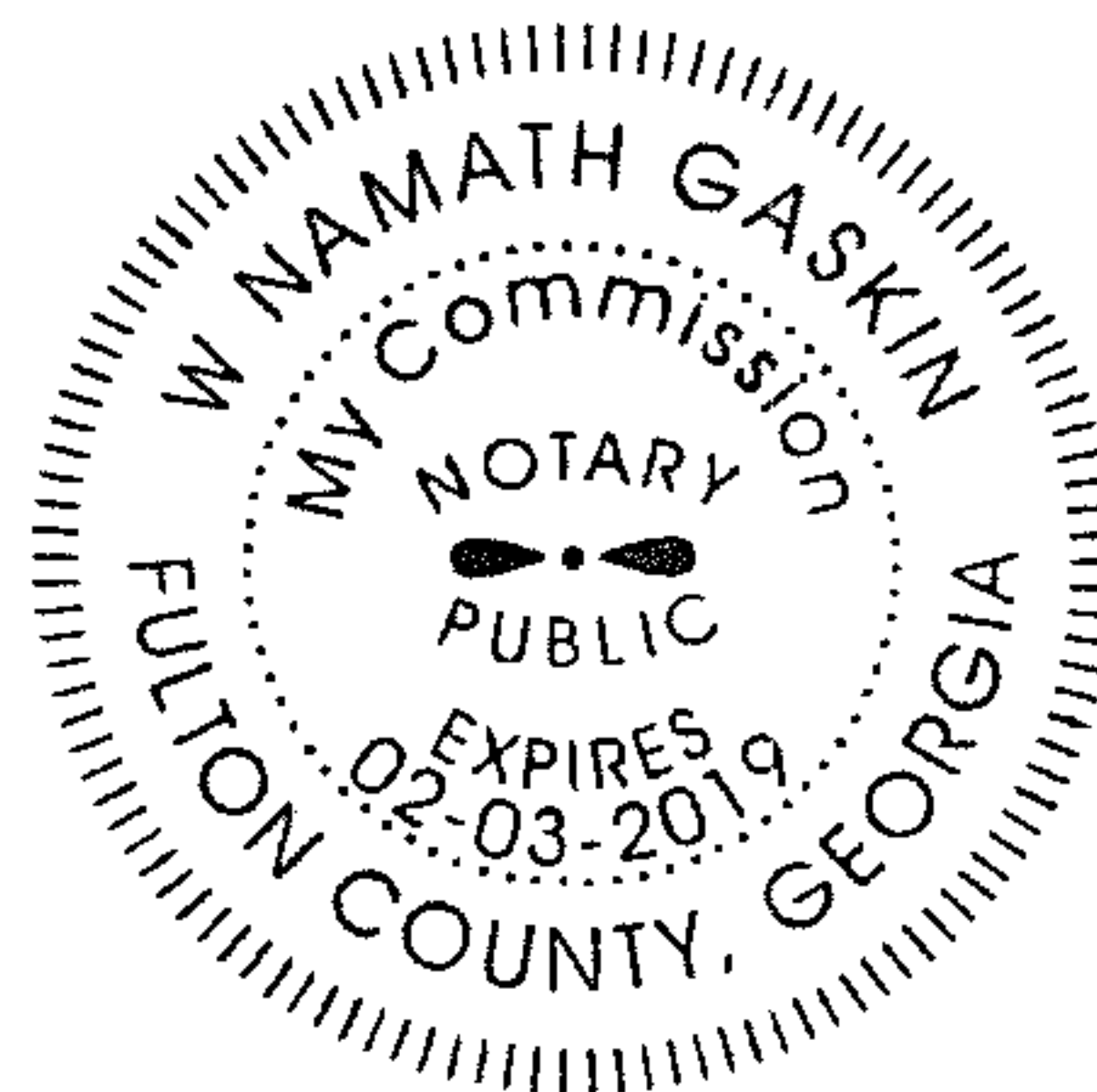
 Produced Identification

Type and # of ID (last 4 digits) _____

ID Expiration Date _____

W Namath Gaskin
Signature of notary public

W Namath Gaskin
(Name of notary, typed, stamped or printed)



20181212000433150 12/12/2018 08:32:07 AM MORTAMEN
Notary Public State of Georgia Stamp/Seal
My commission expires: 02/03/2019

LOT 6, ACCORDING TO THE MAP AND SURVEY OF CANTERBURY COVE, AS RECORDED IN MAP BOOK 39, PAGE 132, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/12/2018 08:32:07 AM
\$1230.90 CHARITY
20181212000433150

Allen S. Bayl