Prepared By: Tanya Barrett SouthFirst Bank 126 North Norton Avenue Sylacauga, AL 35150 800-239-1492

After Recording Return To: SouthFirst Bank 126 North Norton Avenue Sylacauga, AL 35150 800-239-1492 Attn: Mortgage Department
> Tox un increoze B) 20,485

(Space above This Line for Recording Data)

MODIFICATION TO LOAN AGREEMENT

(Providing for Fixed Interest Rate)

Borrower: Bobbitt Loan#: 5080006225

This Loan Modification ("Agreement") made this day 01/31/2019

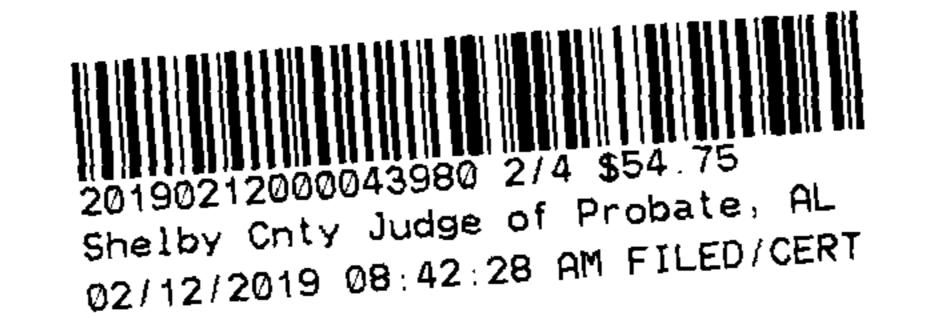
Between Robert Lee Bobbitt and Brooke Bobbitt, Husband and Wife, ("Borrower") and Southfirst Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated Security Instrument and recorded in Book, Libor or Document and Jack Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 913 Whisenhunt Rd, Chelsea, AL 35043, 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 of Security Instrument)"

- 1. As of 01/31/2019, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S \$200,000, consisting of the unpaid amount(s) loaned to borrower by Lender and any interest capitalized.
- 2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender by the way of: Interest Only On Unpaid Principal Balance. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.250 % from 01/31/2019. Borrower promises to pay monthly interest and any other charges described under the Note beginning 11/01/2018, and continuing thereafter on the same day of each succeeding month until which the principal and interest are paid in full on 10/01/2019("Maturity Date"). If on 10/01/2019 ("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.

- 3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.
 - a) If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without notice or demand on Borrower.
- 4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that 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) Terms and provision 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.
 - b) All terms and provisions of any adjustable rate rider, Timely Payment Rewards Rider, where applicable, 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 above.
- 5. 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 payment hereunder.
 - 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 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 entitle 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 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.
 - d) All costs and expenses incurred by Lender in Connection with this Agreement, including but not limited to modification fee, recording fees, and title 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 approve and accepted by Lender, shall bind and insure to the heirs, executors, administrators, and assigns of the Borrower



Page 2 of 3

Ry: SouthFirst Bank MMS MSMS
Date
And it Borrowers(s): Muf Cur State 1-31-19
MNN Mill 01:31.19
Date AKA:
STATE OF ALABAMA COUNTY OF ALABAMA
I, the undersigned, a Notary Public, in and for said State, hereby certify that <u>Robert Lee</u> <u>Bobbitt and Brooke Bobbitt, Husband and Wife</u> , whose name as Borrower(s), is signed to the foregoing conveyance, and who is known to me, acknowledges before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily.
Given under my hand and official seal, the 3 day of 5 , 20 , 20 .
NOTARY PUBLIC
My Commission TANYA RENAE BARRETT NOTARY PUBLIC STATE OF ALABAMA COUNTY OF YOUR COMM. EXP. 12-27-2021
I, the undersigned, a Notary Public, in and for said State, hereby certify that , whose name as Lender, is signed to the foregoing conveyance, and who is known to me, acknowledges before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily.
Given under my hand and official seal, the 3 day of 5 , 20
MOTARY PUBLIC
My CARLINES GARDNER MOTHER PUBLIC STATE OF ALABAMA COMM. EDT. 05-30-3022

201902120000043980 3/4 \$54.75 Shelby Cnty Judge of Probate, AL 02/12/2019 08:42:28 AM FILED/CERT

EXHIBIT "A"

Part of the Northeast 1/4 of the Northeast 1/4 of Section 2, Township 20 South, Range 1 West, of Huntsville Principal Meridian, Shelby County, Alabama, being more particularly described as follows: Commence at a rebar found, locally accepted to be the Northeast corner of said Section 2; thence run South 88 degrees 26 minutes 41 seconds West along the North line of said Section 2 for a distance of 420.72 feet to a rebar found; thence run South 00 degrees 53 minutes 22 seconds West for a distance of 986.98 feet to an iron pin set with SSI cap at the Point of Beginning; thence continue South 00 degrees 53 minutes 22 seconds West for a distance of 346.00 feet to an iron pin set with SSI cap; thence run South 88 degrees 39 minutes 39 seconds West for a distance of 483.31 feet to an iron pin set with SSI cap on the Northeast right of way line of Whisenhunt Road and also on a curve to the left having a radius of 275.00 feet, a central angle of 6 degrees 35 minutes 10 seconds and a chord bearing of North 39 degrees 45 minutes 27 seconds West; thence run in a northwesterly direction along said Northeast right of way line and also along the arc of said curve for a distance of 31.61 feet to a 2" post; thence run North 00 degrees 51 minutes 28 seconds East for a distance of 321.23 feet to an iron pin set with SSI cap; thence run North 88 degrees 39 minutes 39 seconds East for a distance of 504.08 feet to the Point of Beginning. Situated in Shelby County, Alabama.

According to the survey of Carl Daniel Moore, Reg. L.S. #12159, dated August 22, 2018.

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