

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 DIFFERENT COMPLETION DATE**

FHA CASE Number: 011-9027752-703

THIS LOAN MODIFICATION AGREEMENT (the "Loan Modification") is made this 27th day of March, 2019, and relates to (1) the note made by Justin Howard McCarty joined by Jamie Michelle McCarty on the Mortgage ("I," "me", "my"), as amended and supplemented by construction loan addendum to note (the "Construction Loan Addendum To Note"), each dated January 31, 2019, 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 January 31, 2019, and granted to Lender, as mortgagee or beneficiary of record, and ☐ recorded in Book or Liber _____, at Page(s) _____, or ☒ identified as Document No. 201902270000612920, 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 by reference, located at 383 Country Church RD Harpersville AL 35078 (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, Construction Loan Addendum to Note, Construction Agreement, 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 February 28, 2019 and
- A Note with a Permanent Mortgage Date of March 1, 2019 in the principal amount of \$138,430.00, with principal and interest thereunder being payable monthly beginning April 1, 2019 and ending with a final payment due date of March 1, 2049, with interest accruing at 5.50% per annum, in the amount of \$785.99 each month (the "Permanent Mortgage Loan") due to the

intended improvements not having been fully completed by the Completion Date set forth immediately above, the Lender and I have agreed that the terms and provisions of my Permanent Mortgage Loan are as follows:

Changed Terms of Permanent Mortgage Loan

- A Completion Date of March 31, 2019, and
- A Note with a Permanent Mortgage Date of April 1, 2019, in the principal amount of \$138,430.00, with principal and interest thereunder being payable monthly beginning May 1, 2019 and ending with a final payment due date of April 1, 2049, with interest accruing at 5.50% per annum, in the amount of \$785.99 each month (the "Permanent Mortgage Loan").

Additionally, to the extent further information as to the description of the manufacture 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: 2018 / Model Year: 2018
- Manufacturer's Name: SOUTHERN ENERGY HOMES INC
- Model Name or Number: 41SSP28764EH18
- Manufacturer's Serial No.: RUS074419ALAB
- Length and Width: 76 x 28
- HUD Labels: NTA1841311 & NTA1841312

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) that 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.

Justin Howard McCarty
Justin Howard McCarty

Jamie Michelle McCarty
Jamie Michelle McCarty

STATE OF AL

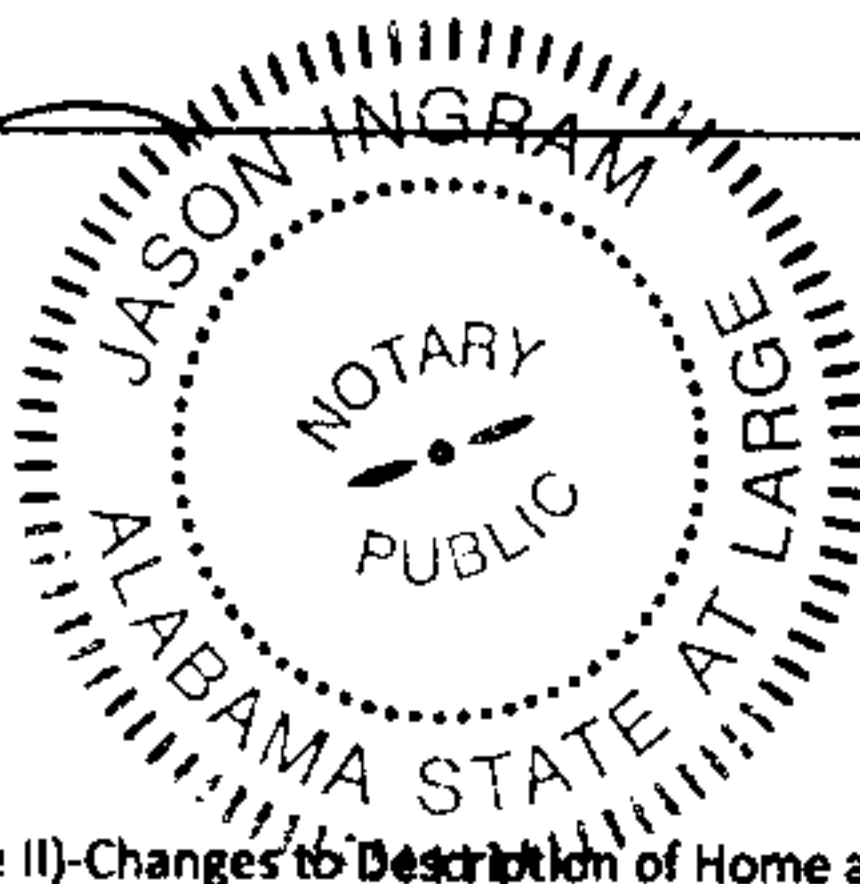
COUNTY OF Coosa

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of March, 2019, within my jurisdiction, the within named Justin Howard McCarty and Jamie Michelle McCarty, who acknowledged that they executed the above and foregoing instrument.

Jason Ingram
Notary Public

My commission Expires
July 13th, 2019

My Commission Expires



20190418000128390 3/3 \$228.75
Shelby Cnty Judge of Probate, AL
04/18/2019 03:00:32 PM FILED/CERT

Vanderbilt Mortgage and Finance, Inc. (Seal)
(Lender)

By:

(Signature)

Simon Hughes VP of Loan Operation
Printed Name and Title

STATE OF TENNESSEE
COUNTY OF BLOUNT

Before me, Rachel Sigmon, of the state and county mentioned, personally appeared Simon Hughes (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 VP of Loan Operations (title of office) of Vanderbilt Mortgage and Finance, Inc., the within named bargainer, a corporation, and that such president or officer as such VP of Loan Operations (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 3rd day of April, 2019.

Rachel Sigmon
Notary Public

Printed Name:

Rachel Sigmon

My Commission Expires:

9/5/22

