



20190429000141380 1/6 \$377.55
Shelby Cnty Judge of Probate, AL
04/29/2019 03:17:00 PM FILED/CERT

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LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 8th day of April, 2019, between **Randy Joe Smith Jr. and Emily Ferris Smith** ("Borrower") and **Standard Mortgage Corporation** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated January 08, 2016 and recorded in Registry in Book Instrument # at page(s) 20160112000011120, of the **Mortgage or Deed of Trust** Records of **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

2524 Titonka Road, Birmingham, ALABAMA 35244
(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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 April, 8th, 2019, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$231,694.14**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$35,800.00** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$195,894.14**. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **4.625%**, from **April 01, 2019**. Borrower promises to make monthly payments of principal and interest of U.S. **\$896.47**, beginning on the **1st** day of **May, 2019**, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of **4.625%** will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be **April 01, 2059**.

3.. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.

4. 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 the Security Instrument.

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 delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

5.. 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) 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. 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.

- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging ☐.

 (Seal)
Randy Joe Smith Jr. -Borrower

 (Seal)
Emily Ferris Smith -Borrower



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State of Alabama

County of Shelby

I, Susan B. Rowland (name of officer), a Notary Public, in and for said

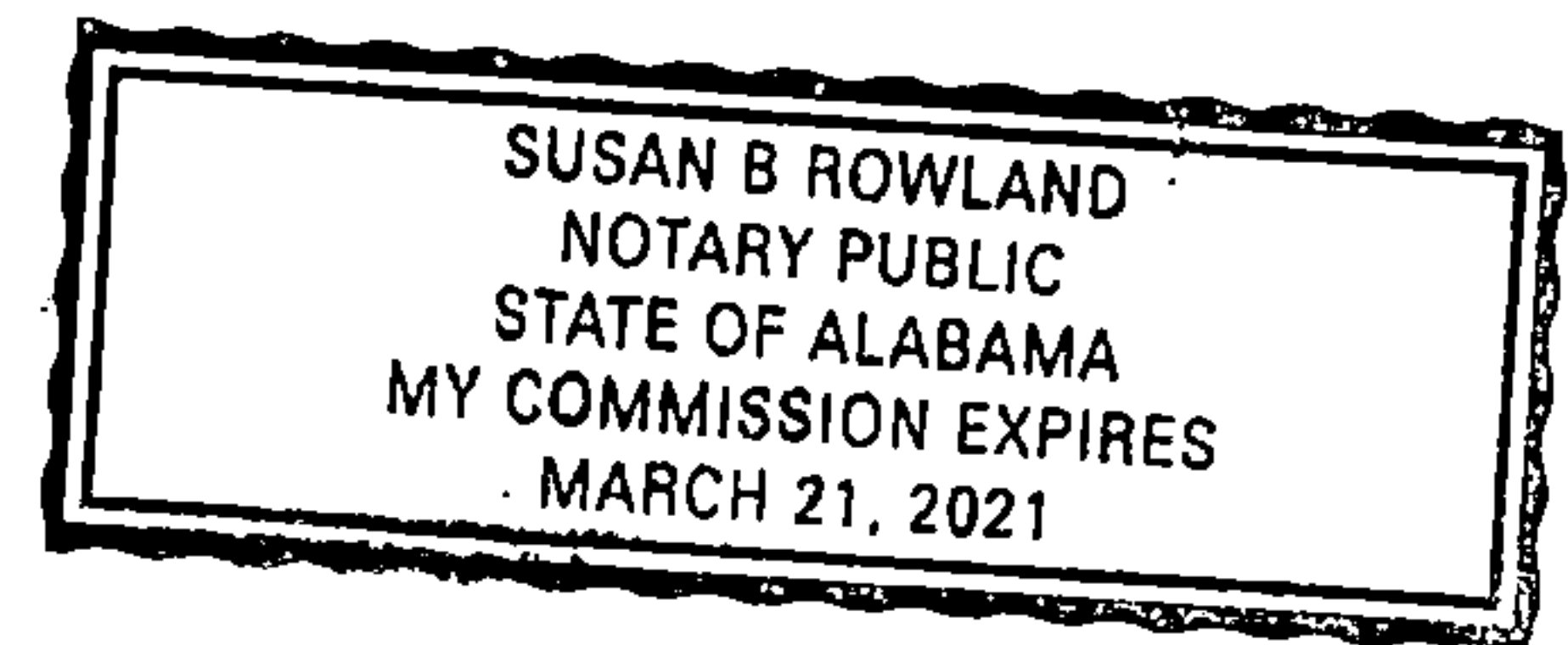
County in said State, hereby certify that borrower(s)

Randy Joe Smith Jr. and Emily Ferris Smith whose name(s) is (are) signed to the foregoing Loan Modification, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Loan Modification he/she/hey executed the same voluntarily on the day the same bears date.

Given under my hand this 8th day of April, 2019, A.D.

Susan B. Rowland
NOTARY PUBLIC

My commission expires:



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In Witness whereof, the Lender and I have executed this Agreement:

State of Louisiana

Parish of Orleans

Personally appeared before me, the undersigned Notary, in and for the said Parish and State on this 11th day of April, 2019 within my jurisdiction, the within.

Kimble M. Kissinger, who acknowledged that (s)he is Vice President, of Standard Mortgage Corporation, a Louisiana corporation, and that for and on behalf of said corporation, and as its act and deed (s)he executed the above and foregoing instrument after first having been duly authorized by said corporation to do so.



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STANDARD MORTGAGE CORPORATION

Lender

By:

Kimble M. Kissinger
Kimble M. Kissinger

Date:

4/11/19

WITNESSES:

Sandra S. Perrin
Print Name: Sandra S. Perrin

Jackie Carlson
Print Name: Jackie Carlson

Brad D. Burdette
NOTARY PUBLIC

BRAD D. BURDETTE
NOTARY PUBLIC
Parish of Orleans, State of Louisiana
Notary Number: 131625
My Commission is issued for Life.



EXHIBIT A
LEGAL DESCRIPTION

Lot 25A, a Resurvey of Lots 25 and 26, Indian Valley, Third Sector, as recorded in Map Book 40, Page 10, in the Probate Office of Shelby County, Alabama.



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