

20191226000476260
12/26/2019 08:52:08 AM
MORTAMEN 1/5

Return to:
Synovus Mortgage Corp.
800 Shades Creek Pkwy MS101
Birmingham, AL 35209
Attention: Receiving

Prepared by:
Stephanie Brooks
800 Shades Creek Pkwy MS101
Birmingham, AL 35209

Loan Number: 1500463078

Loan Modification Agreement
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 9th day of December, 2019, between Harold Toby Rigsby and Brittany Jeanne Rigsby, Husband & Wife ("Borrower") and Synovus Bank ("Lender") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated December 10, 2018, and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument Number 20181212000433910, and (2) the Note, bearing the same date as, and secured by, the Security Instrument and defined therein as the "Property," located at:

441 Fadora Drive
Wilsonville, AL 35186

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof

1. As of December 9, 2019, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$199,977.00, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 4.000%, from December 9, 2019. Borrower promises to make monthly payments of principal and interest of U.S. \$954.72, beginning on the 1st day of February, 2020, and

continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.000% will remain in effect until principal and interest are paid in full. If on January 1, 2050 (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.

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.

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 this Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all over 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.

5. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relation 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

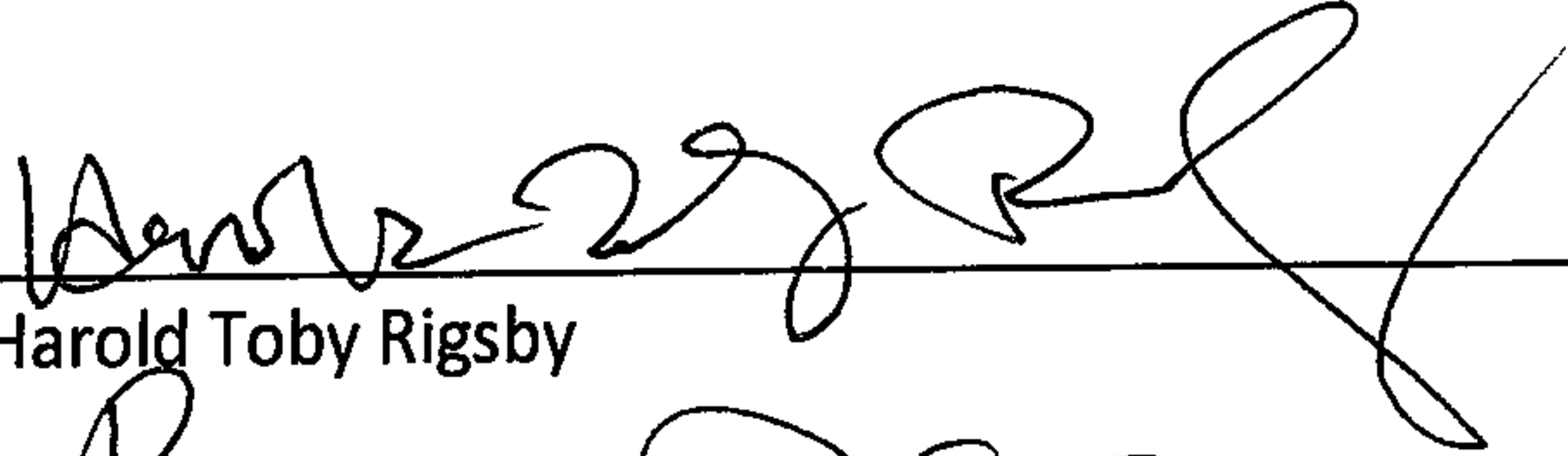
shall be diminished or released by an provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of the Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse 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.

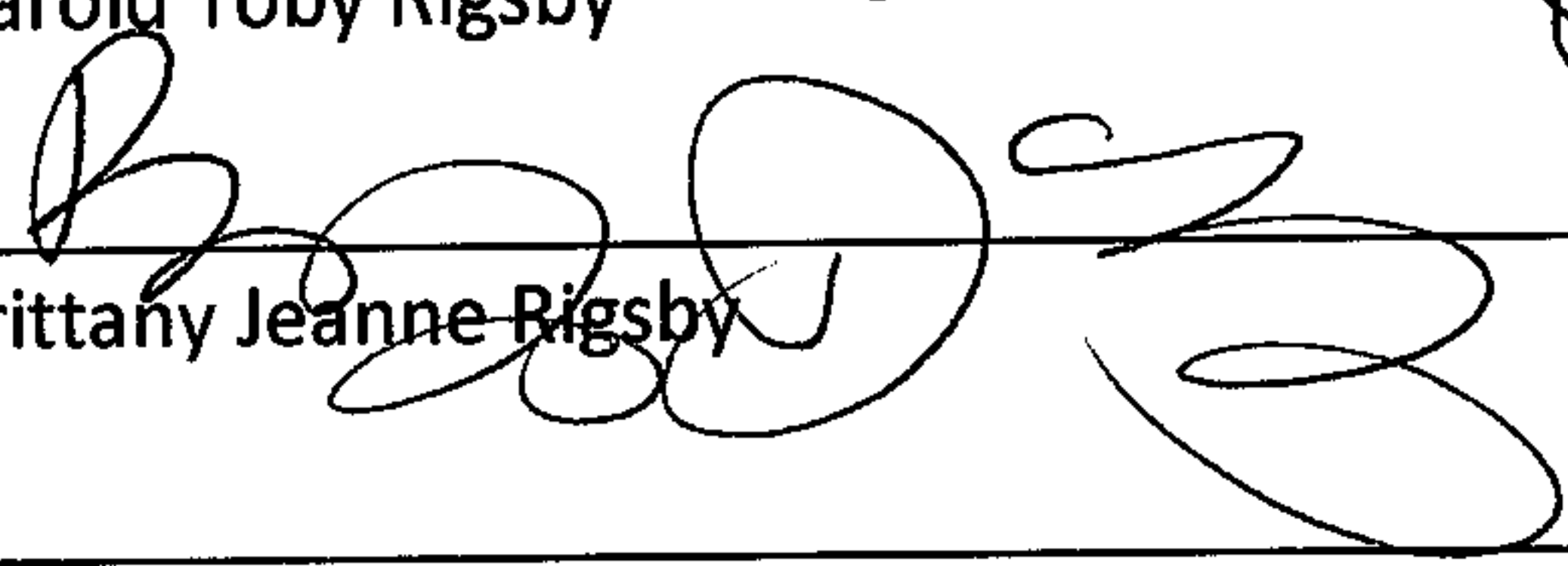
(d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

(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 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.



Harold Toby Rigsby (Seal)
-Borrower



Brittany Jeanne Rigsby (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

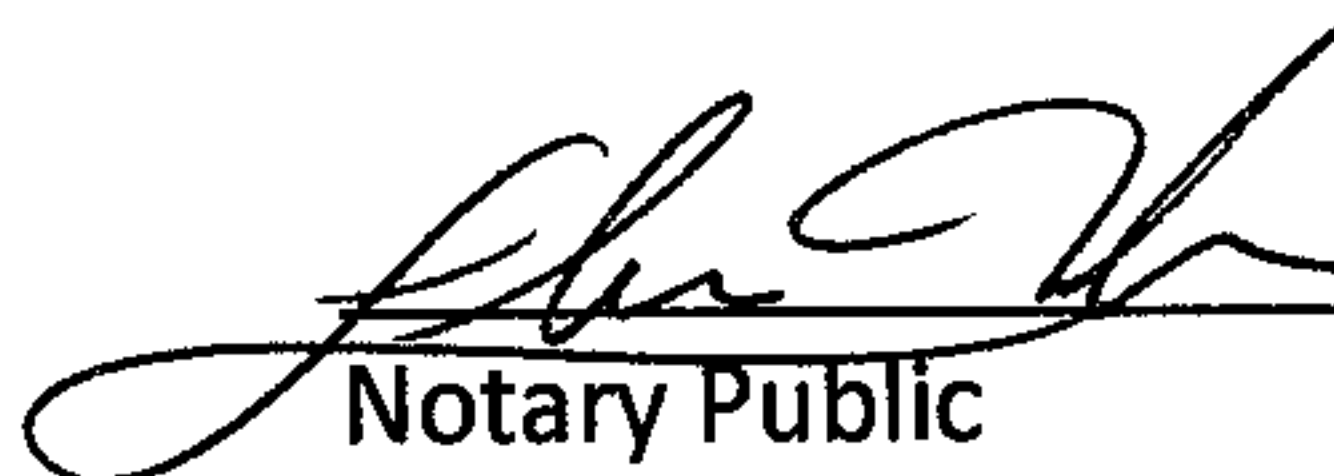
BORROWER ACKNOWLEDGMENT

State of Alabama

County of Shelby

I, Luke A Henderson, hereby certify that between Harold Toby Rigsby and Brittany Jeanne Rigsby whose name(s) is/are signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the day the same bears date.

Given under my hand this 9 day of December, 2019.


Notary Public

My commission expires: 7/26/2020

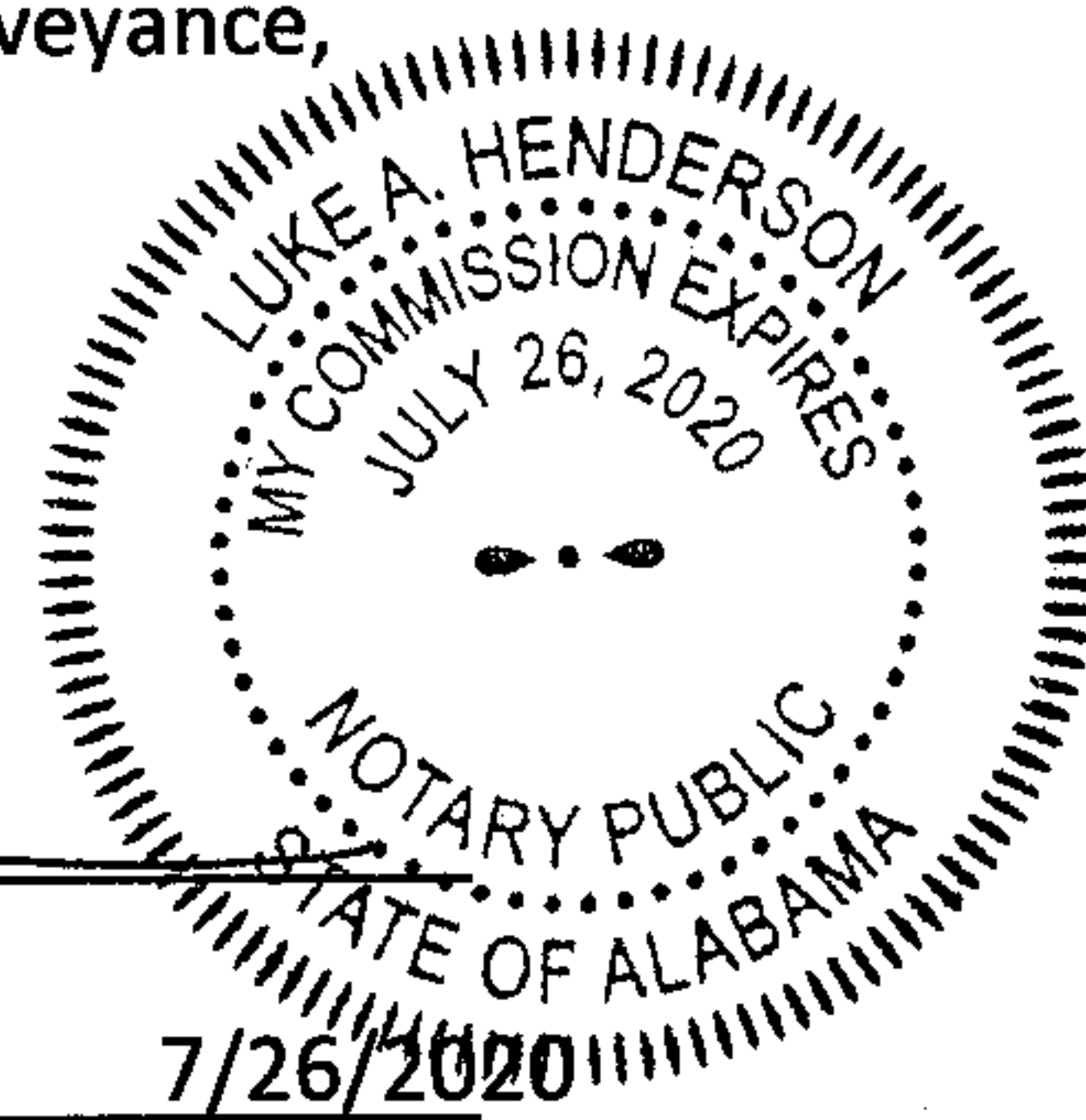


Exhibit A - Legal Description

Lot 3, according to the Map or Plat of Fadora II, as recorded in Map Book 40, Page 29, in the Probate Office of Shelby County, Alabama.

Harold Toby Rigsby is one and the same person as Harold T. Rigsby
Brittany Jeanne Rigsby is one and the same person as Brittany J. Rigsby.

Synovus Bank _____ (Seal)
-Lender

By: Lisa B McNorton
Lisa McNorton VP

12-10-19
Date of Lender's Signature

LENDER ACKNOWLEDGMENT

State of Alabama

County of Jefferson

I, Marcella Flowers Rogers, a Notary Public in and for said County in said State, hereby certify that LISA MCNORTON, whose name as Manager and authorized representative of **Synovus Bank**, a corporation, as is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 10th day of December, 2019.

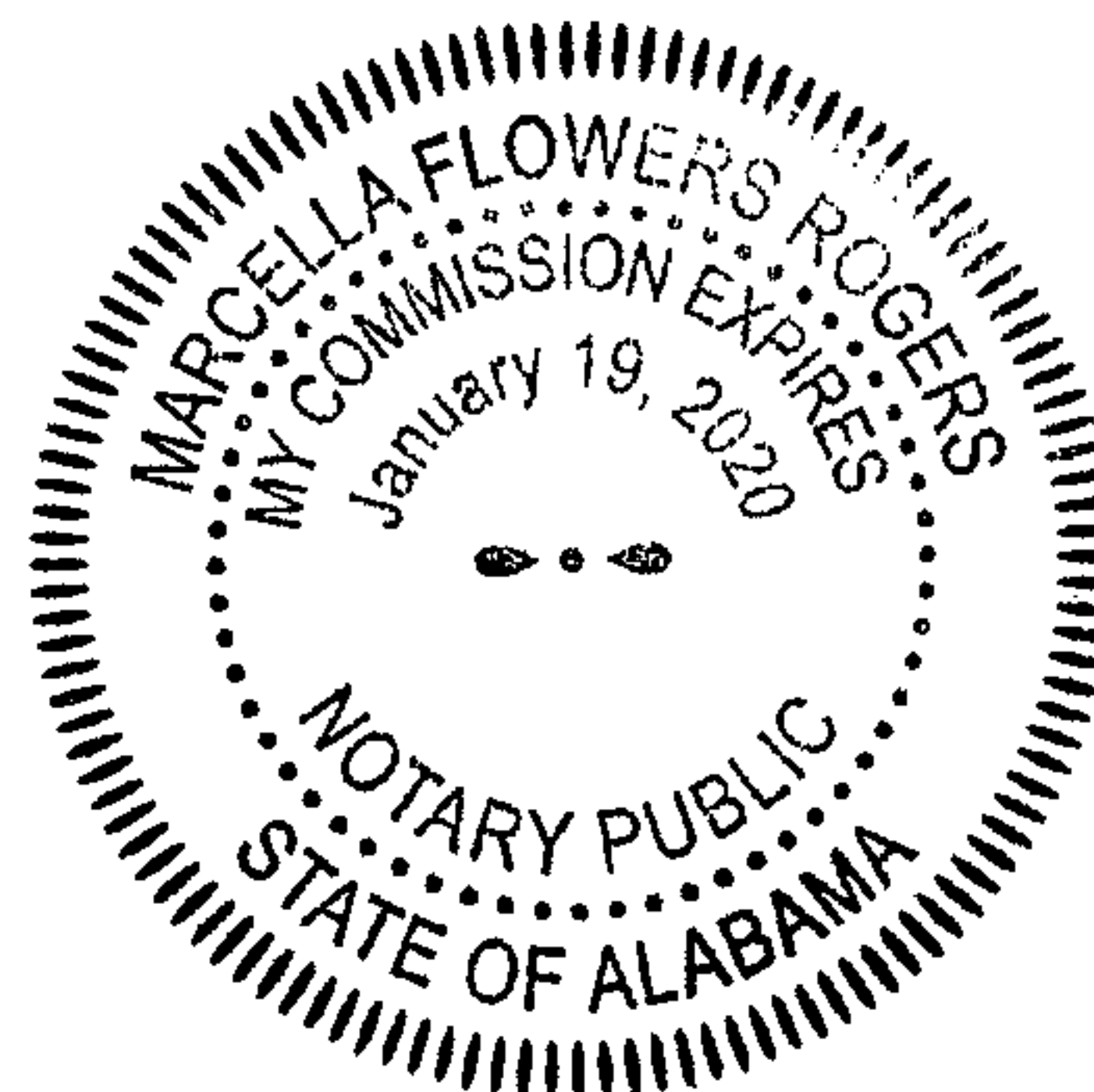
Marcella Flowers Rogers
Notary Printed Name: Marcella Flowers Rogers
My commission expires: 1-19-2020

Loan Origination Organization: Synovus Bank

NMLS ID: 408043

Loan Originator: Timothy S Jackman

NMLS ID: 664129



LOAN MODIFICATION AGREEMENT - Single Family-Fannie Mae UNIFORM AGREEMENT
Bankers System VMP
Wolters Kluwer Financial Services

Form 3179 1/01 (Rev 10/17)
VMP852R (1705)
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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/26/2019 08:52:08 AM
S334.00 CHERRY
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Allen S. Bayl