



20200106000007570 1/7 \$213.25  
Shelby Cnty Judge of Probate, AL  
01/06/2020 02:12:05 PM FILED/CERT

[Space Above This Line For Recording Data]

Return To: Branch Banking & Trust  
111 Millport Circle  
Greenville, SC 29607

Prepared By: DEANN C ORTIZ  
111 Millport Circle  
Greenville, SC 29607

Tax ID: 15-1-12-0-000-009.001  
MIN NO: 1001599 6961216123 5

BB&T Loan No: 6961216123  
FHA Case Number: 011-547460 7

### LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), is effective January 1, 2020, between LARRY D INGRAM ("Borrower") and LEIGH MADDUX INGRAM ("Borrower") husband and wife, as joint tenants with rights of survivorship and Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for lender Branch Banking and Trust Company ("Lender"), its successor assigns, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") securing the Note, and recorded on January 10, 2006 in Instrument No.: 20060110000017300 in the Office of the Registry of Shelby County and (2) the Note made by the Borrower dated December 28, 2005 in the original sum of U.S \$134,589.00. For the purpose of this Agreement, the term "Property" shall be the real property and personal property, if any, together with any improvements located thereon, as more particularly described in the Security Instrument and having an address of:

7162 HIGHWAY 49  
COLUMBIANA, AL 35051

The real property described being set forth as follows:

New PB = 115,461.12  $\uparrow$  115,500  
 $115,500 \div 100 = 1155 \times .15$   
\$ 173.25

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. Borrower hereby acknowledges that prior to this modification the outstanding unpaid principal balance due under the Note and Security Instrument is \$111,593.68. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance, premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, cost and expenses, in the total amount of \$3,867.44 has been added to the indebtedness under the terms of the Note and Security Instrument, resulting in a total indebtedness due as of December 1, 2019 of U.S \$115,461.12 (the new "Unpaid Principal Balance").

Borrower Initial: 

Borrower Initial: 

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 1, 2019. Borrower promises to make monthly payments of principal and interest of U.S. \$551.23, beginning on January 1, 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 December 1, 2049 (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.

**The Borrower will make such payments to and at Branch Banking and Trust Company, Home Mortgage Payment Center, P.O. Box 580302, Charlotte, NC 28258-0302 or such other place as the Lender may require.**

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 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.

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) 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.

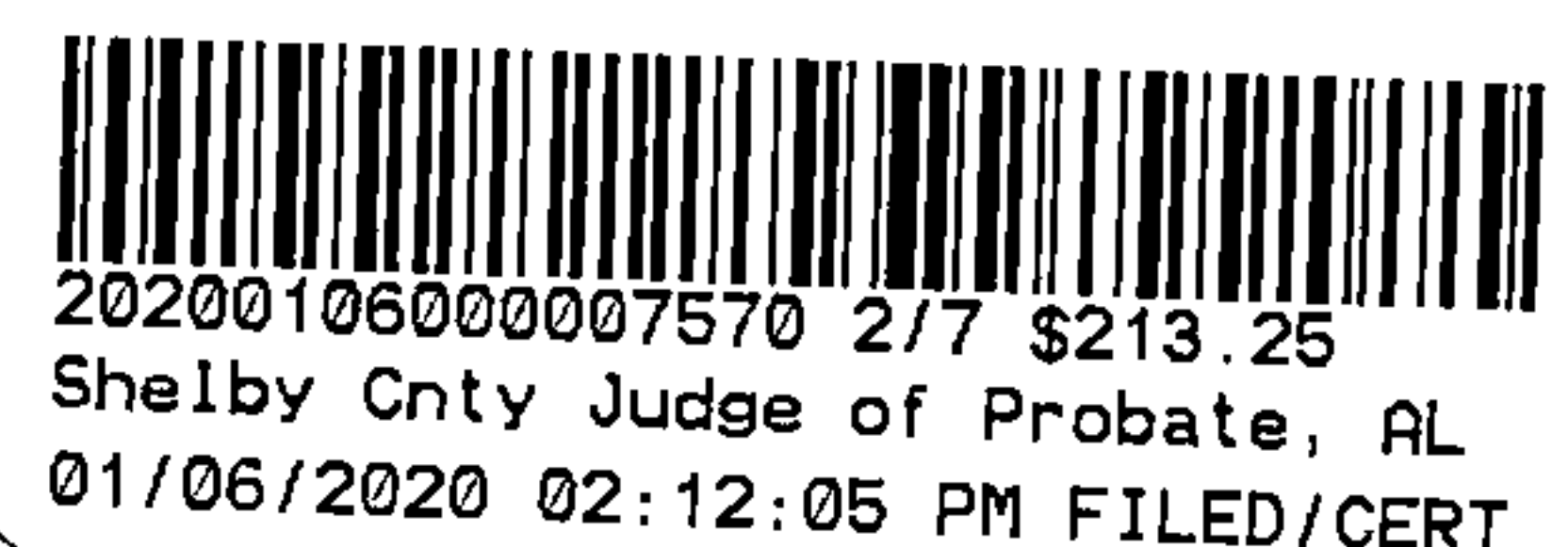
5. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.

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.

Borrower Initial: LT

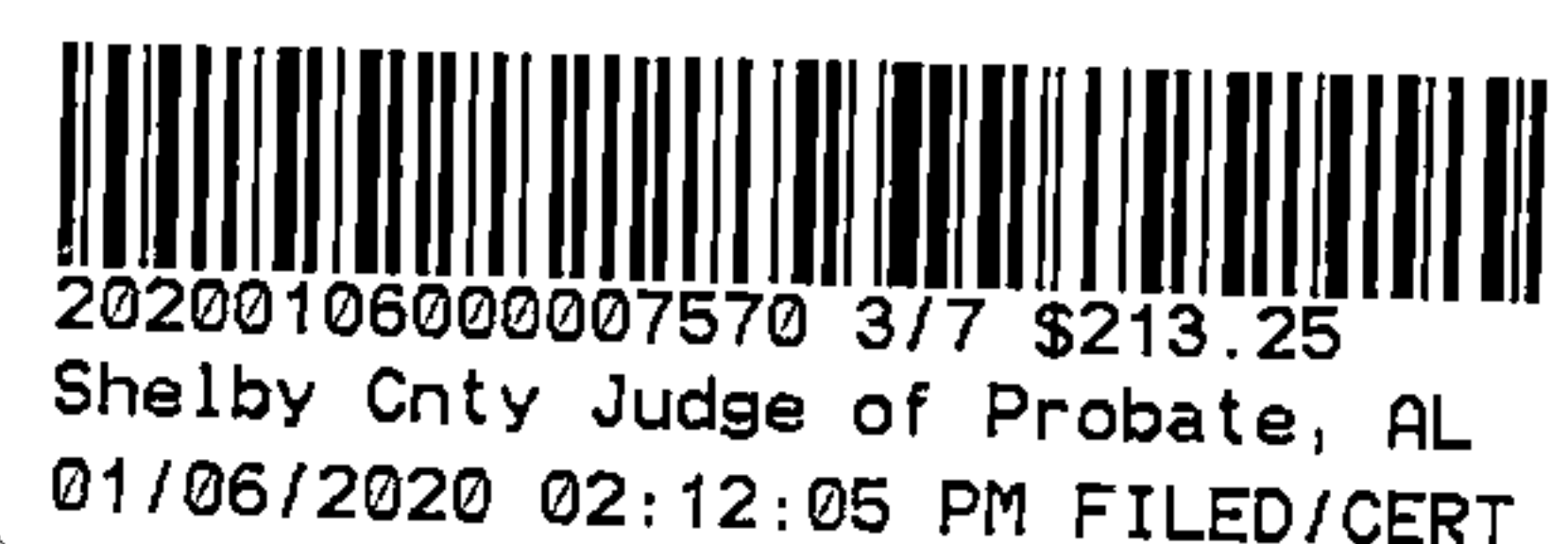
Borrower Initial: SM





- (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.

- (g) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the [Mortgagee] [Beneficiary] of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, and a street address of 1901 Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS.

Borrower Initial: L.I.Borrower Initial: AMH

(Individual Acknowledgement)

Witness our hands and seals to this Agreement this 22<sup>nd</sup> day of November, 2019.

Christopher Phillips  
Witness Signature

Christopher Phillips  
Witness Printed Name

Rebecca Maroon  
Witness Signature

Rebecca Maroon  
Witness Printed Name

BY: Larry D Ingram  
LARRY D INGRAM  
BY: Leigh Maddox Ingram  
LEIGH MADDOX INGRAM

STATE OF Alabama )

COUNTY OF Shelby )

I, Shannon E. Phillips, a Notary Public of said county do hereby certify that LARRY D INGRAM and LEIGH MADDOX INGRAM, Borrower(s) personally appeared before me this day and acknowledged the execution of the foregoing AGREEMENT.

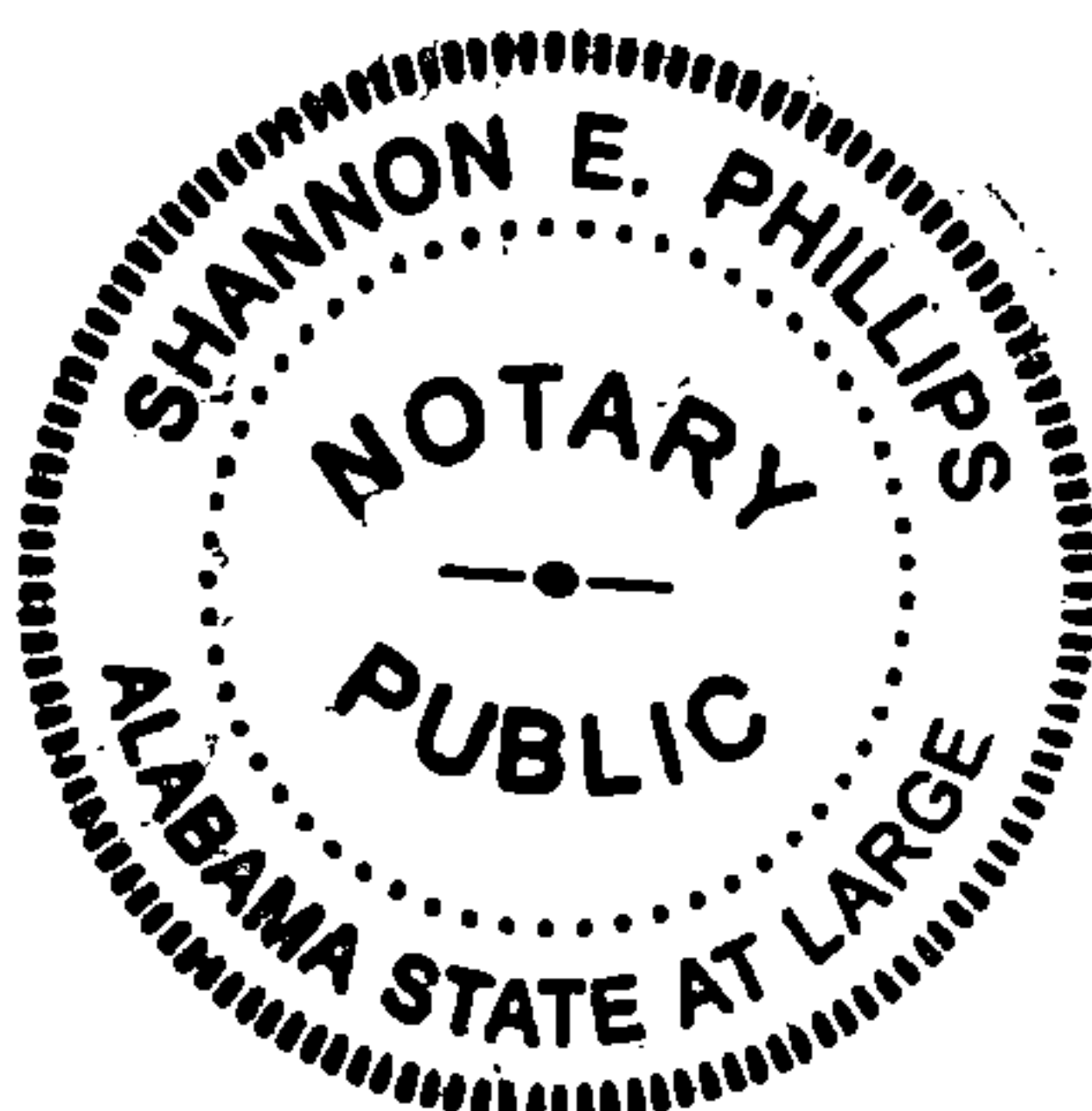
The execution thereof SWORN to before me this 22<sup>nd</sup> day of November, 2019.

NOTARY PUBLIC FOR STATE OF Alabama

My Commission Expires: 5/21/2022

Shannon E. Phillips

Notary Public



SHANNON E. PHILLIPS  
Notary Public, Alabama State At Large  
My Commission Expires May 21, 2022





November 1, 2019

BB&T Loan No.: 6961216123  
Min No.: 1001599 6961216123 5

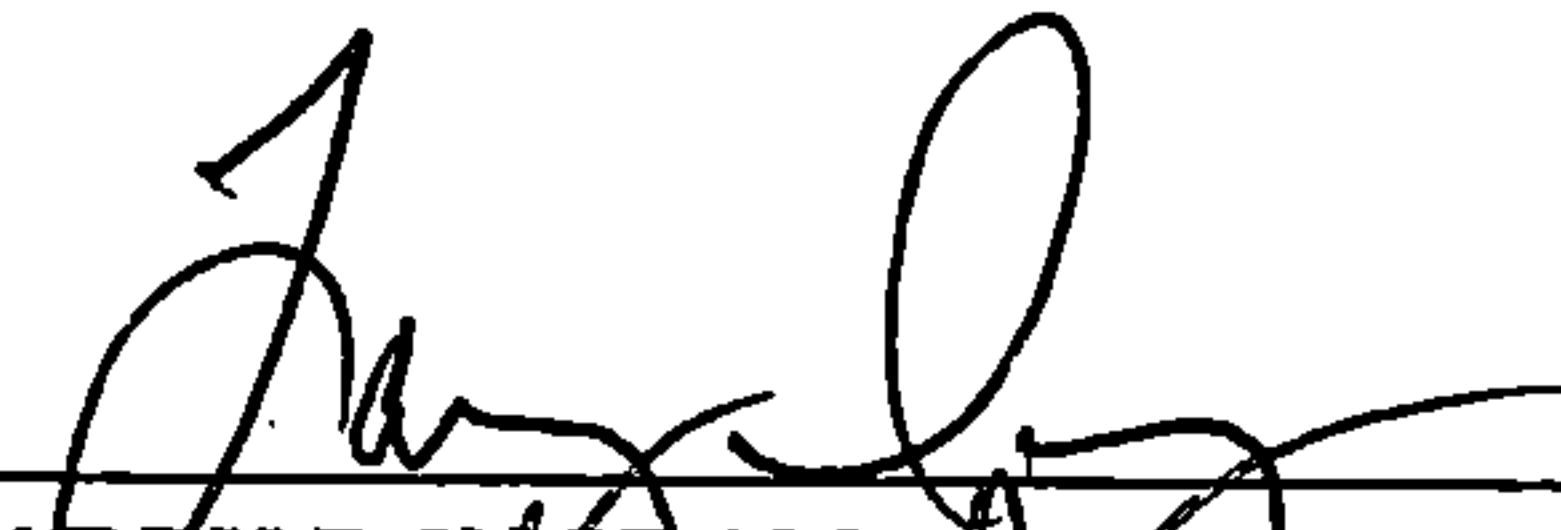
LARRY D INGRAM  
LEIGH MADDOX INGRAM  
7162 HIGHWAY 49  
COLUMBIANA, AL 35051

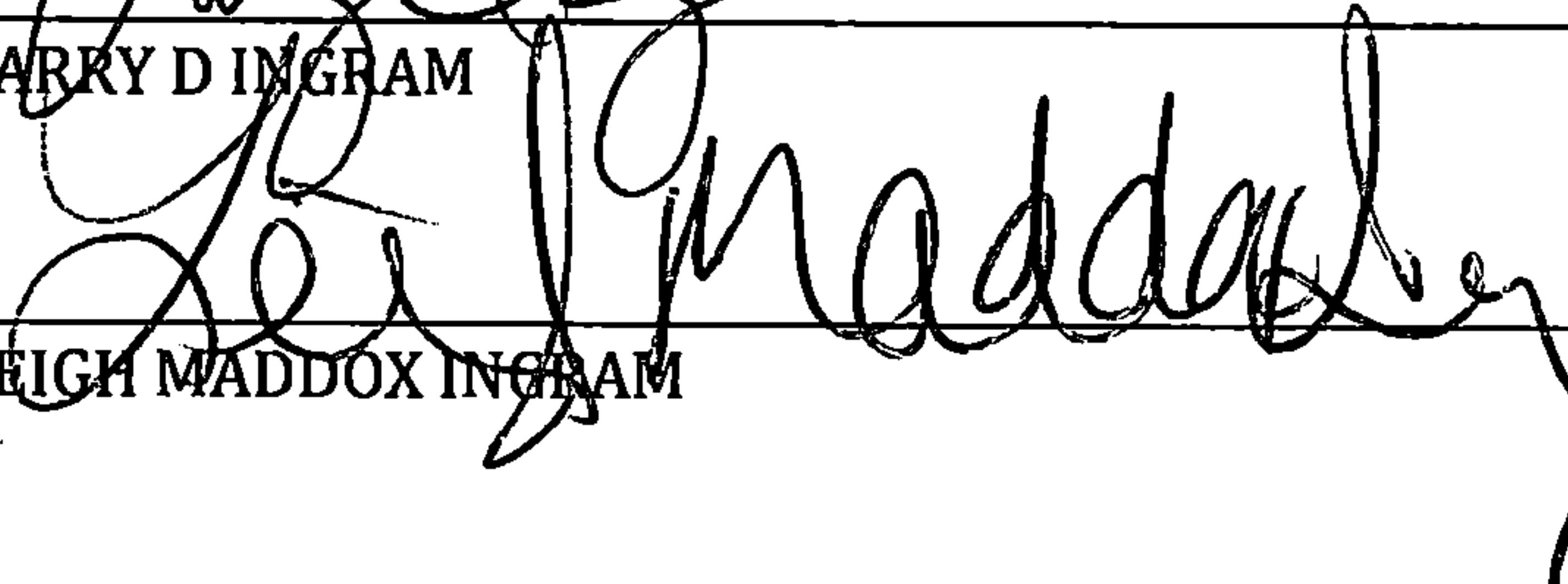
### ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of Branch Banking and Trust Co.(the "Lender") agreeing to modify the referenced loan (the "Loan") to LARRY D INGRAM and LEIGH MADDOX INGRAM, the Borrower(s) agree that if requested by the lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such request made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

BY:   
LARRY D INGRAM

BY:   
LEIGH MADDOX INGRAM

11/22/19  
Date:

11-22-19  
Date:



20200106000007570 5/7 \$213.25  
Shelby Cnty Judge of Probate, AL  
01/06/2020 02:12:05 PM FILED/CERT

## Exhibit "A"

A parcel of land situated in Section 12, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Northwest quarter of the Southwest quarter of said Section 12; thence run North 89 degrees 20 minutes 01 seconds West for a distance of 31.00 feet; thence run North 02 degrees 50 minutes 53 seconds East for a distance of 413.73 feet; thence run North 85 degrees 26 minutes 39 seconds West for a distance of 469.72 feet; thence run South 01 degrees 38 minutes 40 seconds West for a distance of 54.80 feet to the northmost corner of the parcel of land described in Deed Book 689, Page 555; thence run South 63 degrees 21 minutes 08 seconds West for a distance of 157.19 feet; thence run South 01 degrees 54 minutes 50 seconds East along the western most line of said parcel for a distance of 240.18 feet to a point on the northerly right-of-way line of Highway 49 (80 foot right-of-way); thence run North 90 degrees 00 minutes 00 seconds West for a distance of 454.04 feet to the point of beginning; thence continue along the last described course for a distance of 210.00 feet; thence run North 00 degrees 00 minutes 00 seconds West for a distance of 210.00 feet; thence run South 90 degrees 00 minutes 00 seconds East for a distance of 210.00 feet; thence run South 00 degrees 00 minutes 00 seconds West for a distance of 210.00 feet to the point of beginning. Situated in Shelby County, Alabama.



20200106000007570 6/7 \$213.25  
Shelby Cnty Judge of Probate, AL  
01/06/2020 02:12:05 PM FILED/CERT

BB&T Mortgage Loan No:6961216123

MIN NO: 1001599 6961216123 5

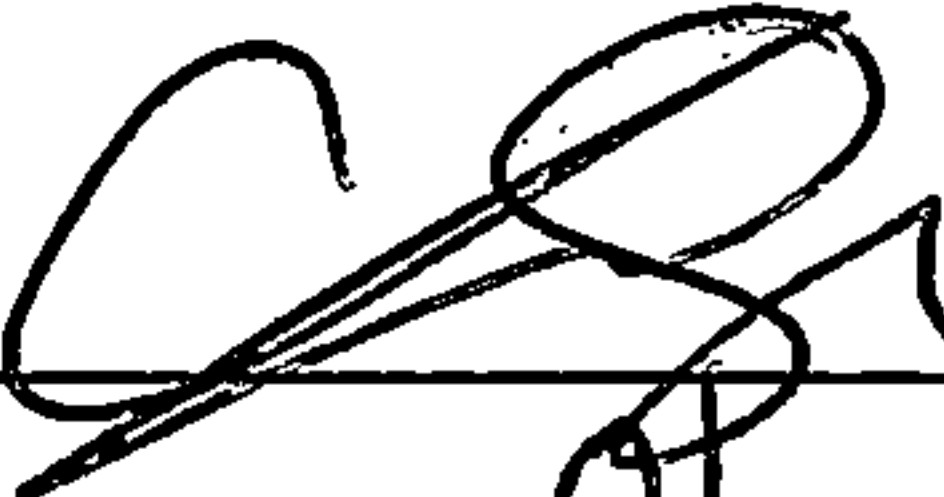
P.O. Box 2026  
Flint, MI 48501-2026

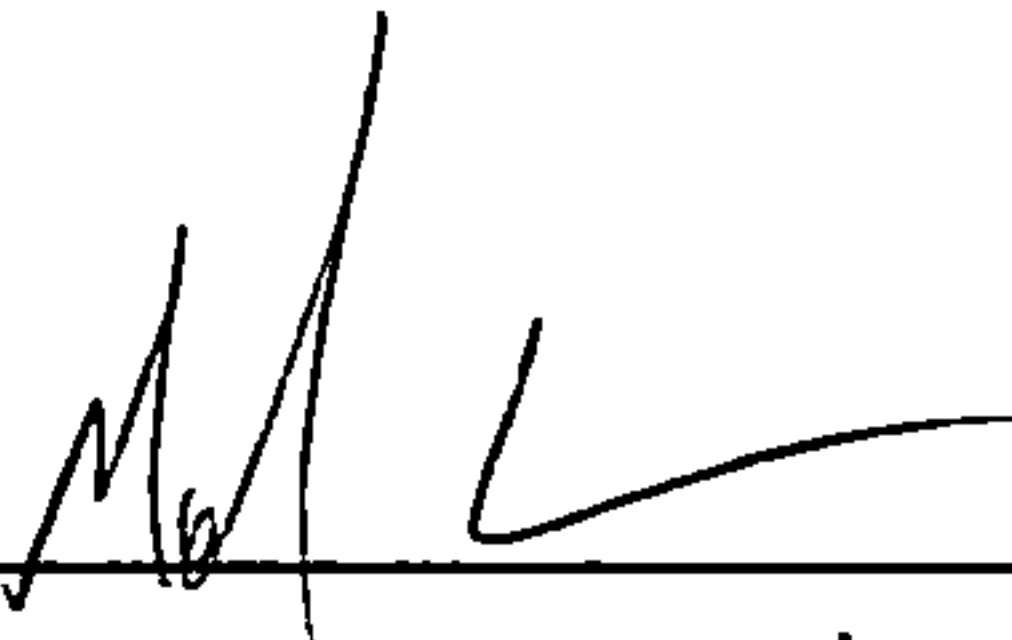
MERS SIS Phone #: 1-888-679-6377

(Corporate Acknowledgement)

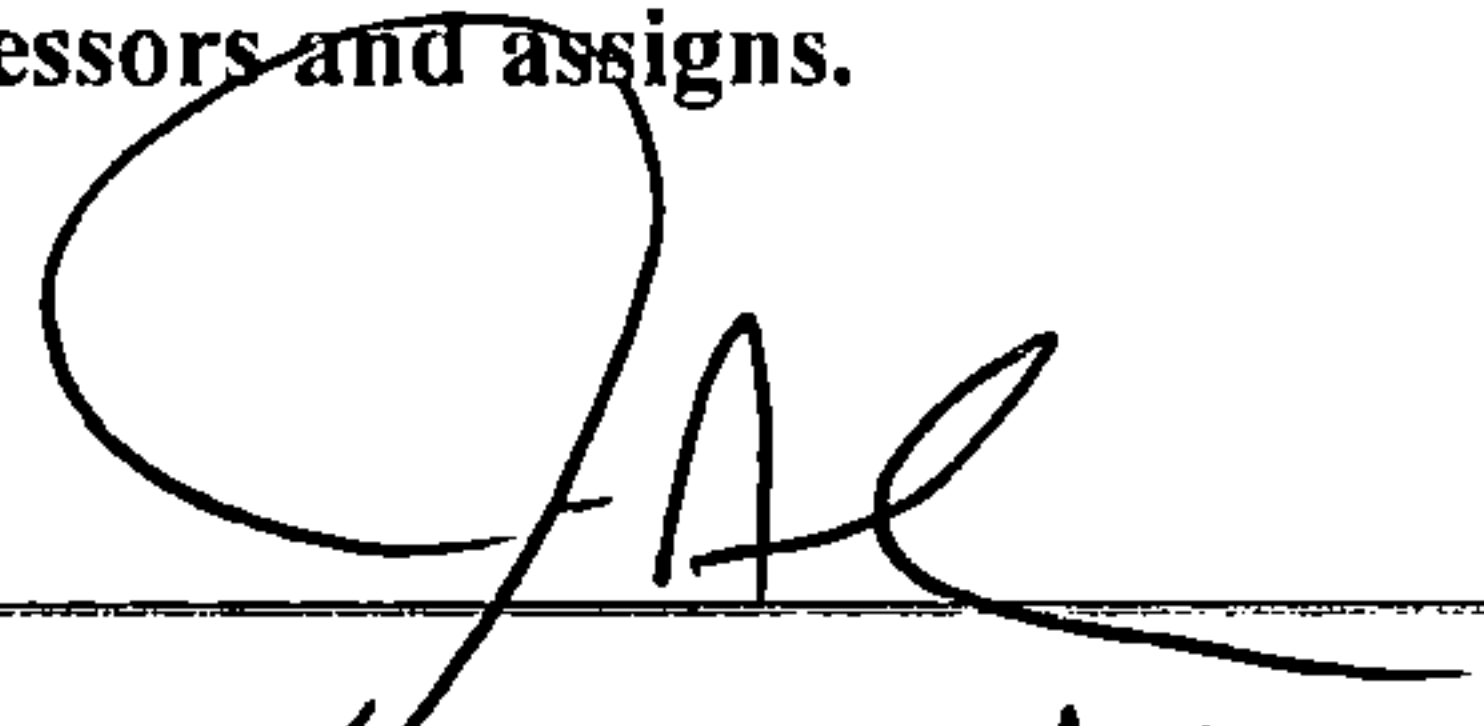
Witness our hands and seals to this Agreement this 26<sup>th</sup> day of Dec, 2019.


WITNESSED BY:

  
Printed Name: Christina Bossi

  
Printed Name: Melissa Smith

Mortgage Electronic Registration Systems Inc.  
(MERS) as nominee for Branch Banking and Trust Co., its  
successors and assigns.

BY   
Jim Adam  
Assistant Secretary

  
20200106000007570 7/7 \$213.25  
Shelby Cnty Judge of Probate, AL  
01/06/2020 02:12:05 PM FILED/CERT

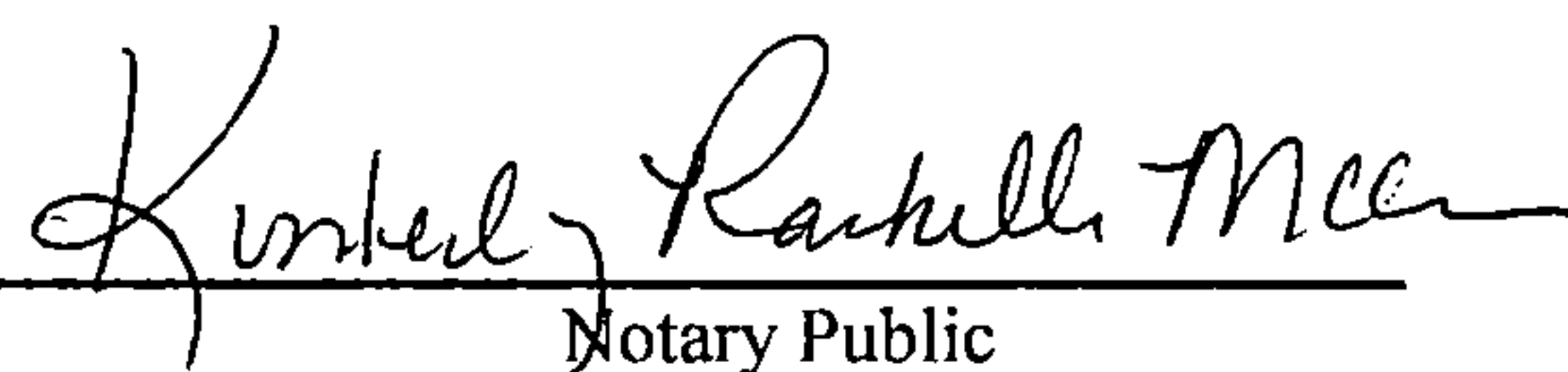
STATE OF South Carolina)

COUNTY OF Greenville)

I, Kimberly Rachelle Mc Cleer, Notary Public of said County, do hereby certify that, Jim Adam  
Lender/Note Holder, personally appeared before me this day and acknowledged that he/she is Assistant Secretary of  
Mortgage Electronic Registration Systems Inc. On behalf of the corporation I acknowledge the due execution of the  
foregoing instrument.

SWORN TO BEFORE ME THIS 26<sup>th</sup> day of Dec, 2019.

My Commission Expires:  
**KIMBERLY RACHELLE MCCLEER**  
Notary Public - State of South Carolina  
My Commission Expires October 17, 2026

  
Notary Public

Notary Public of South Carolina