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08/24/2020 09:54:09 AM
MORTAMEN 1/7

AFTER RECORDED RETURN TO:
GMFS, LLC
ATTN: Final Docs
7389 Florida Blvd., Ste. 200A
Baton Rouge, LA 70806
PARCEL NUMBER: 15-5-22-0-000-004.048
LOAN NUMBER: 19115084

MIN No. 1011532-0019115084-3
MERS Phone 1-888-679-6377

Prepared by:
Sherrie Lovejoy
GMFS, LLC
7389 Florida Blvd., Ste. 200A
Baton Rouge, LA 70806
210-293-5330

NOTE AND SECURITY INSTRUMENT MODIFICATION AGREEMENT

Recitals

This agreement ("Modification Agreement") is made on **August 19, 2020**, between **Joan Smith Davis and Jonathan Alex Davis, wife and husband**, (herein "Borrower") and **McGowin King Mortgage, LLC** (herein "Lender"), whose loan servicing address is **2 Office Park Circle, Ste. 103, Birmingham, AL 35223**, and **Mortgage Electronic Registration Systems, Inc.** (herein "Mortgagee"), for a Modification of that certain Deed of Trust, Mortgage or Security Deed, and any riders thereto (the "Security Instrument") and Note dated **December 19, 2019**, in favor of **McGowin King Mortgage, LLC**, and any addenda thereto, and any previous modification(s) thereof, said Note being in the original principal amount of **\$484,350.00**, said Security Instrument having been granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026, and recorded in/under **Document No. 20191226000476240** of the Official Records of Real Property of **Shelby County, Alabama**, covering property described as follows:

See Exhibit "A" attached hereto and made a part hereof for all purposes

WITNESSETH:

WHEREAS, Borrower now desires to modify the Note and ratify said liens against the Property; and

WHEREAS, Lender, the legal owner and holder of said Note and liens securing same, in consideration of the premises and at the request of the Borrower has agreed to modify the Note as hereinafter provided; and

WHEREAS, Borrower and Lender desire that the Security Instrument and Note be modified as herein provided but that all terms not so modified remain unchanged and in full force and effect.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree that the Note and Security Instrument are hereby modified as shown in "ATTACHMENT A", attached hereto and made a part hereof for all purposes.

Further, it is expressly agreed that for and in consideration of this Modification Agreement, Borrower hereby releases and forever discharges Lender and its officers, directors, counsel, employees, agents, predecessors, successors, and assigns from all causes of action, claims, rights, and controversies, known or unknown, which Borrower had, now has, or may hereafter acquire which relate to, are based on, arise out of, or are in any way connected with any acts of Lender or its above affiliates occurring prior to the execution of this Agreement and relating in any manner to the above described Note or Security Instrument or the Property described herein or therein. This is a general release of all possible claims and causes of action of every kind and character related to the above described subject matter and is to be interpreted liberally to effectuate maximum protection of Lender and its above affiliates.

The Borrower hereby ratifies said liens on the Property until the Note as so modified hereby has been fully paid, and agrees that this renewal, extension and/or modification shall in no manner affect or impair the Note or the liens securing same and that said liens shall not in any manner be waived, but are acknowledged by Borrower to be valid and subsisting, the purpose of this instrument being simply to modify the Security Instrument and the time and manner of payment of the Note and ratify all liens securing same, and the Borrower further agrees that all terms and provisions of the Note, the Security Instrument and the other instruments creating or fixing the liens securing same shall be and remain in full force and effect as therein written except as otherwise expressly provided herein.

A breach or other default of any of the terms of this Agreement by Borrower shall constitute a breach or default under the Note and Security Instrument, and Lender shall thereupon have the right to seek all remedies available to it under the aforesaid loan instruments.

Borrower covenants and agrees that the rights and remedies of Lender under this Agreement are cumulative of, are not in lieu of but are in addition to, and their exercise or the failure to exercise them shall not constitute a waiver of, any other rights and remedies which Lender shall have under the Note or the Security Instrument.

Borrower covenants and agrees that this Agreement represents the final agreement between Borrower and Lender relating to the above described subject matter and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties hereto. Borrower further covenants and agrees that there are no unwritten oral agreements between parties hereto relating to the above described subject matter.

As used herein "Lender" shall mean **McGowin King Mortgage, LLC** or any future holder, whether one or more, of the Note.

EXECUTED [Date] August 19, 2020 to be effective as of August 19, 2020.

Joan Smith Davis 8/19/20
Joan Smith Davis Date

Jonathan Alex Davis 8/19/20
Jonathan Alex Davis Date

STATE OF ALABAMA, Jefferson County

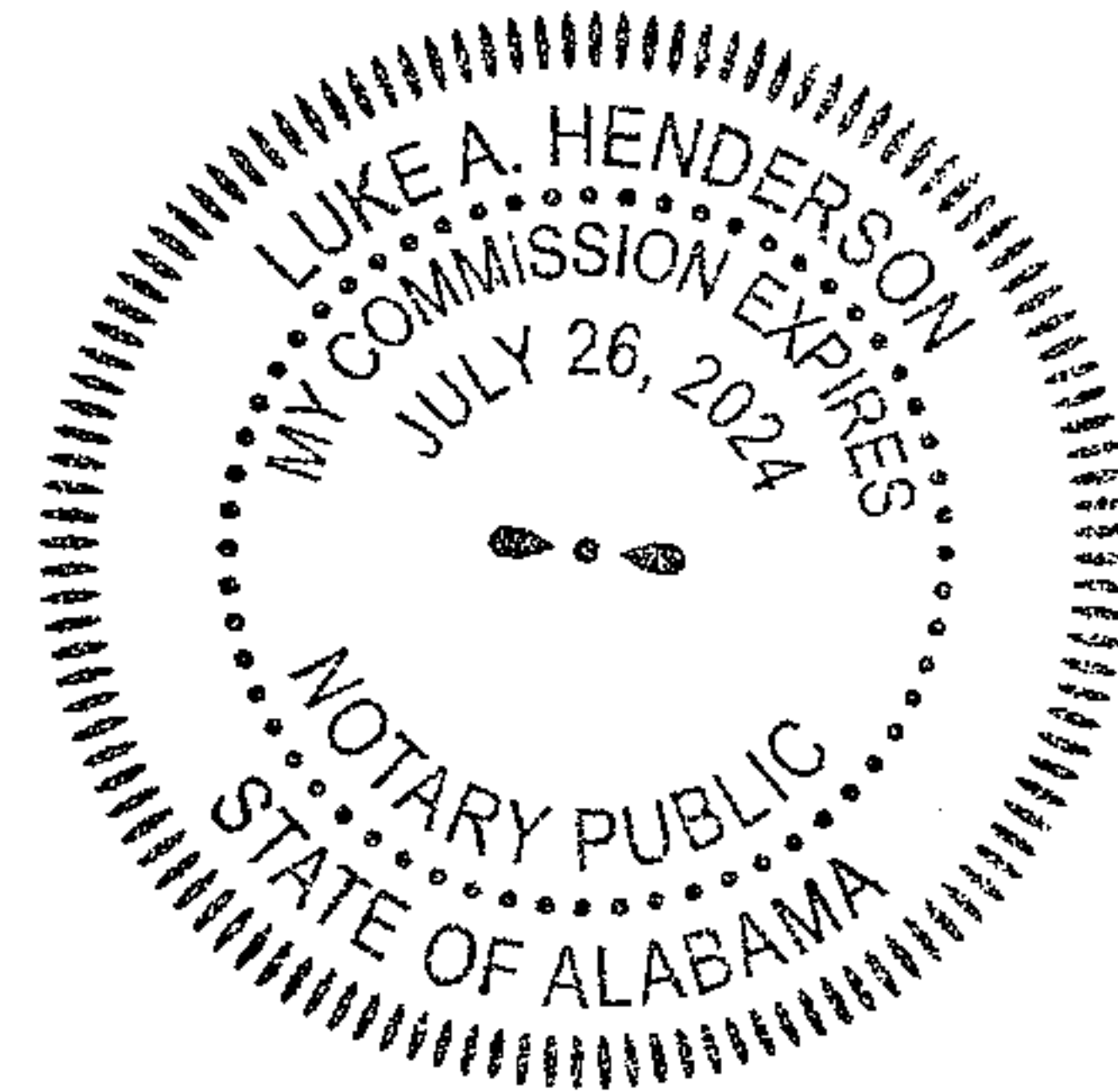
On this 19 day of August 2020, I, Luke A. Henderson,
a Notary Public in and for said county and in said state, hereby certify that **Joan Smith Davis and Jonathan Alex Davis**, whose name(s) is / are signed to the foregoing conveyance, and who known to me, acknowledged before me that, being informed of the contents of the conveyance, he / she / they executed the same voluntarily and as his / her / their act on the day the same bears date.

Given under my hand and seal of office this the 19 day of August 2020.

Luke Henderson
Notary Public

Luke A Henderson
Printed Name

My Commission Expires:



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ATTACHMENT A

The Note shall be and hereby is amended as follows:

The annual interest rate is changed from **5.250%** to **2.750%**.

The beginning date for monthly payments is changed from February 1, 2021, and now modified to **October 1, 2020**.

The Maturity Date is changed from January 1, 2051, and now modified to September 1, 2035.

The amount of the monthly payments is changed from \$2,674.60, and now modified to \$3,286.90.

The Security Instrument shall be and hereby is amended as follows:

Reference to the maturity date of the debt secured by the Security Instrument is changed from January 1, 2051, and now modified to September 1, 2035.

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Loan No.: 19115084

EXHIBIT "A"

**Lot 16, according to the Survey of Chelsea Farms Sector 3, as recorded in Map Book 48,
Page 100, in the Probate Office of Shelby County, Alabama.**

(DoD) RA0755992A - ExhibitA.ra - 04/19/2017

ACCEPTED AND AGREED TO BY
THE OWNER AND HOLDER OF SAID NOTE:
McGowin King Mortgage, LLC

By: William Travis McGowin III
Name: WILLIAM TRAVIS MCGOWIN III
Title: PARTNER

Mortgage Electronic Registration Systems, Inc.

By: William Travis McGowin III
Name: WILLIAM TRAVIS MCGOWIN III
Title: PARTNER

State of Alabama
County of Jefferson

I, Luke A Henderson,
a Notary in and for said County in said State, hereby certify that William Travis McGowin III,
whose name as Partner of McGowin King Mortgage LLC (here state representative capacity)
is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date that, being
informed of the contents of the conveyance, he/she, in his/her capacity as such Partner,
executed the same voluntarily on the day the same bears date.

Given under my hand this the 19 day of August, 2020.

Luke Henderson
NOTARY PUBLIC

Printed Name
My Commission Expires:



State of Alabama
County of Jefferson

I, Luke A Henderson,
a Notary in and for said County in said State, hereby certify that William Travis McGowin III,
whose name as Partner - Mortgage Electronic Registration System (here state representative capacity)
is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date that, being
informed of the contents of the conveyance, he/she, in his/her capacity as such Partner,
executed the same voluntarily on the day the same bears date.

Given under my hand this the 19 day of August, 2020.

Luke Henderson
NOTARY PUBLIC

Printed Name
My Commission Expires:



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/24/2020 09:54:09 AM
\$40.00 CHARITY
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Allie S. Bayl