


After Recording Return To:

EverHome Mortgage
8201-100 Cypress Plaza
Jacksonville, FL 32256


20110112000012270 1/6 \$273.75
Shelby Cnty Judge of Probate, AL
01/12/2011 03:32:55 PM FILED/CERT

PREPARED BY:
Rhonda Black

_____[Space Above This Line For Recording Data]_____

HOME AFFORDABLE MODIFICATION AGREEMENT (Step Two of Two-Step Documentation Process)

Borrower ("I"):¹ DARNELL L THOMAS

Lender ("Lender"): EverHome Mortgage

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): September 14, 2007

Loan Number: 9000504820

Property Address *[and Legal Description if recordation is necessary]* ("Property"):

121 HIDDEN TRACE CT, MONTEVALLO, AL 35115

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for lender and lender's successors and assigns. MERS is the mortgagee under the Mortgage. 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, (888) 679-MERS.

If my representations in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations.** I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I have provided documentation for **all** income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification program ("Program"));
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
- G. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan.
- H. This section applies only if applicable; I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents. Based on this representation, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Agreement;
- B. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on November 1, 2009 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. The Loan Documents will be modified and the first modified payment will be due on December 1, 2009.

- A. The new Maturity Date will be: November 1, 2049.
- B. The modified Principal balance of my Note will include all amounts and arrearages that will be past due (excluding unpaid late charges) less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my Note will be \$164,483.26.
- C. \$29,100.00 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I 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 \$135,383.26. Interest at the rate of 2.000% will begin to accrue on the Interest Bearing Principal Balance as of November 1, 2009 and the first new monthly payment on the Interest Bearing Principal Balance will be due on December 1, 2009. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount	Estimated Monthly Payment	Payment Begins On	Number of Monthly Payments
5	2.000%	November 1, 2009	\$409.98	\$259.97	\$669.95	December 1, 2009	60
1	3.000%	November 1, 2014	\$476.30	Adjusts Annually	Adjusts Annually	December 1, 2014	12
1	4.000%	November 1, 2015	\$546.30	Adjusts Annually	Adjusts Annually	December 1, 2015	12
33	4.875%	November 1, 2016	\$610.05	Adjusts Annually	Adjusts Annually	December 1, 2016	396

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.
- F. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Loan Documents by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
- G. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any

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Deferred Principal Balance before applying such partial prepayment to other amounts due.

4. **Additional Agreements.** I agree to the following:

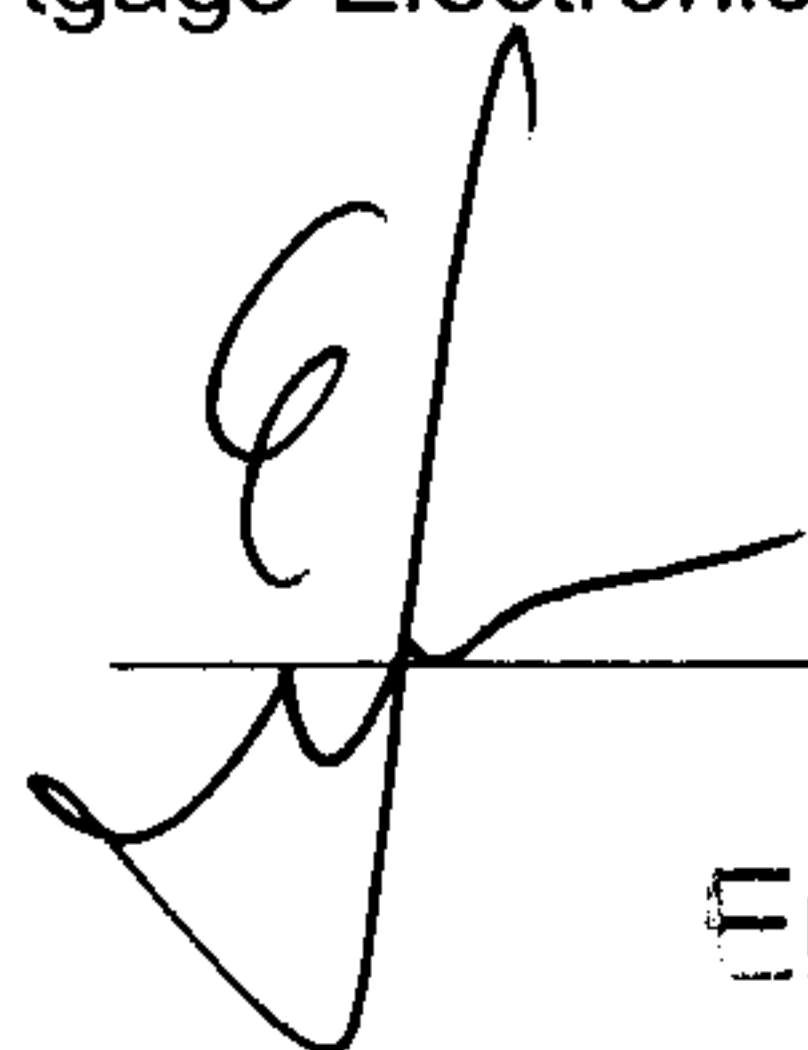
- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That this Agreement constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my Escrow Account.
- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. This Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer of the Property.
- I. That MERS holds only legal title to the interests granted by the borrower in the mortgage, but, if necessary to comply with law or custom, MERS (as nominee for lender and lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of lender including, but not limited to, releasing and canceling the mortgage loan.

In Witness Whereof, the Lender and I have executed this Agreement.

Mortgage Electronic Registration Systems Inc


DARNELL L THOMAS


By: _____



Eric Lammons

12-17-09
Date

Date


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State of Alabama

County of Jefferson

On December 17, 2009 before me, Terry Mitchell

Personally appeared Darnell Thomas

____ personally known to me – OR - DC proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that be his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Jeanette Steward

- Witness -

Jeanette Steward

Printed name of Witness

BB

- Witness -

Bruce Burrell

Printed name of Witness

3/1/11

My Commission Expires

WITNESS my hand and official seal
on the

Terry Mitchell
Notary Public



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EverHome Mortgage Loan # 9000504820
DARNELL L. THOMAS
121 HIDDEN TRACE COURT
MONTEVALLO AL 35115

RECORDING INFORMATION ON THE ORIGINAL MORTGAGE:

MORTGAGE DATE: SEPTEMBER 14, 2007

LENDER: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR IMPACT MORTGAGE GROUP, INC.

MORTGAGOR: DARNELL L. THOMAS, A MARRIED MAN; IRENE J. KINUTHIA, A MARRIED WOMAN

LOAN AMOUNT: \$163,756.00


MATURITY DATE: OCTOBER 1, 2037

RECORDED: SEPTEMBER 19, 2007

INSTRUMENT# 20070919000438640, SHELBY COUNTY

THE REAL PROPERTY DESCRIPTION BEING SET FORTH AS FOLLOWS:

Lot 105, according to the plat of The Lakes at Hidden Forest, Phase I, as recorded in Map Book 36, Page 115, in the Office of the Judge of Probate of Shelby County, Alabama.


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(LENDER'S CORPORATE ACKNOWLEDGEMENT)

State of **FLORIDA**

County of **DUVAL**

On 3/10, 2010, before me, Snjezana Magazin, personally appeared **Eric Lammons** personally known to me -OR- _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Adina Wick

Witness

Adina Wick

Print witness name

Angela English

Witness

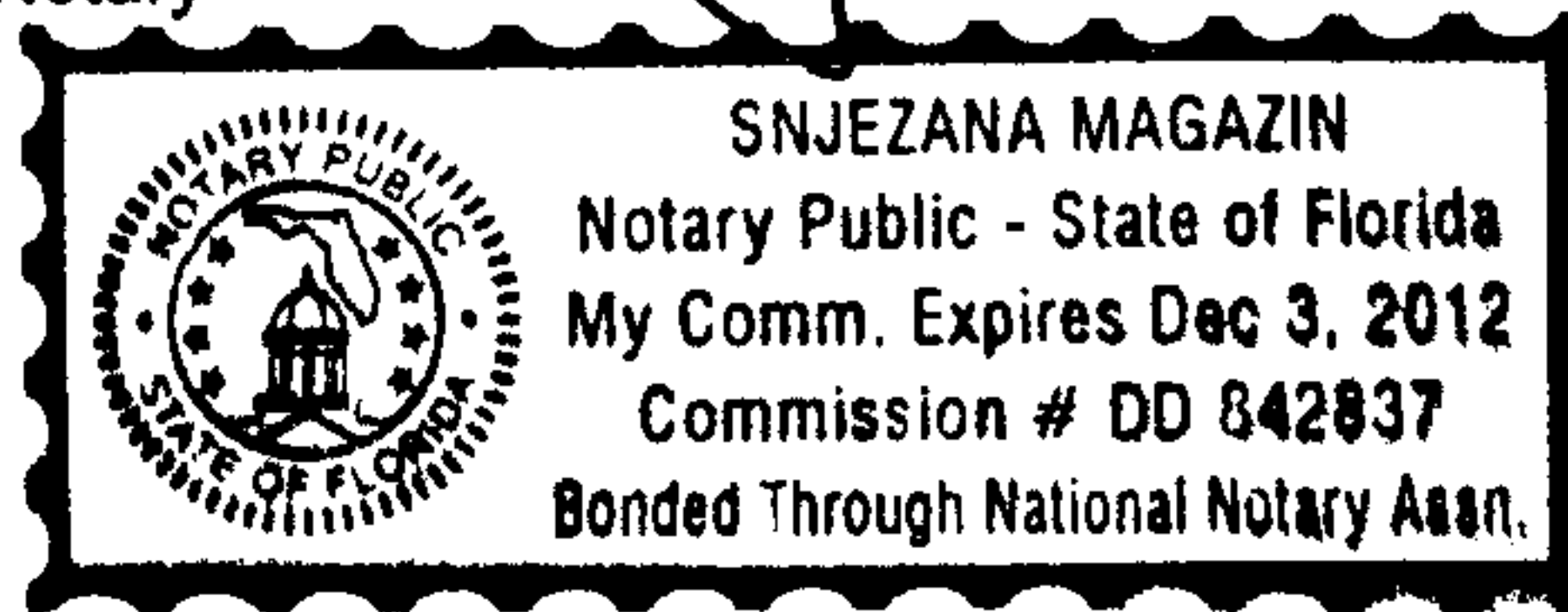
Angela English

Print witness name

WITNESS my hand and official seal.

Snjezana Magazin

Notary



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