



20120503000154630 1/7 \$210.60
Shelby Cnty Judge of Probate, AL
05/03/2012 02:20:37 PM FILED/CERT

..... *[Space Above This Line For Recording Data]*.....

Loan Modification Agreement

STATE: AL
COUNTY: Shelby

GRANTOR(S): Mary Cooper

GRANTEE: MERS, Inc. Solely as Nominee for CitiMortgage, Inc.

When recorded mail to:

First American Title
Loss Mitigation Title Services-LMTS
P.O. Box 27670
Santa Ana, CA 92799
Attn: LMTS

TITLE#: 7212109

When recorded mail to: #:7212109

First American Title

Loss Mitigation Title Services 1806.10

P.O. Box 27670

Santa Ana, CA 92799

RE: COOPER - MOD REC SVC

When Recorded Return To:
CitiMortgage, Inc.
Attn: Loss Mitigation Department #0010
5280 Corporate Drive
Frederick, MD 21703

MERS MIN # 100236900000067343
MERS PHONE # 1-888-679-6377

Loan # 2003736463

LOAN MODIFICATION AGREEMENT
(PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)

This Loan Modification Agreement ("Agreement"), made 02/02/10, between MARY COOPER . ("Borrower") residing at 1243 VILLAGE TRL, CALERA, AL, 35040-5228 and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. by assignment as Mortgagee of record (solely as nominee for Lender and Lender's successors and assigns) ("Lender") having offices at 5280 Corporate Drive, Frederick, MD 21703 and amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") dated 07/31/06 and recorded on 08/03/06, Document number 20060803003739, Book number na, Page na in the Official 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 1243 VILLAGE TRAIL, CALERA, AL, 35040, the real property described as being set forth as follows:

(SEE ATTACHED LEGAL DESCRIPTION)

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 02/02/10, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **117,264.79**. 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, costs and expenses in the total amount of \$ 3,068.73, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 360 months. When payments resume on 04/01/10, the New Unpaid Principal Balance will be \$ **120,333.52**.

TAX MAP # W47/0021

2. The Borrower promises to pay the New Unpaid Principal Balance, plus Interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.000% effective 03/01/10 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$ 645.98 (which does not include amounts required for Insurance and/or Taxes) beginning on 04/01/10 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 03/01/40 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay those amounts in full on the Maturity Date. All other terms stated in the Note remain the same.

The Borrower will make such payments at Post Office Box 9481, Gaithersburg, MD 20898-9481, or at such other place as the Lender may require.

3. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.



If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all the other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all the payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under 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, or part of, the Note and Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by and comply with, all of the terms and provisions thereof, as amended by this Agreement.

6. It is mutually agreed that the Security Instrument shall constitute a first lien upon the premise and that neither the obligation evidencing the aforesaid indebtedness nor the Security Instrument shall in any way be prejudiced by this Agreement, but said obligation and Security Instrument and all the covenants and agreements thereof and the rights of the parties thereunder shall remain in full force and effect except as herein expressly modified.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this agreement on the date above written.

1/24/2012 Mary Cooper
Date Borrower - MARY COOPER

Date Borrower -

Date Borrower -

Date Borrower -

Mortgage Electronic Registration Systems, Inc.

4/15/12 By: [Signature]
Date Lender - [Redacted]



Derek A. Coleman
Assistant Vice President
CitiMortgage, Inc.

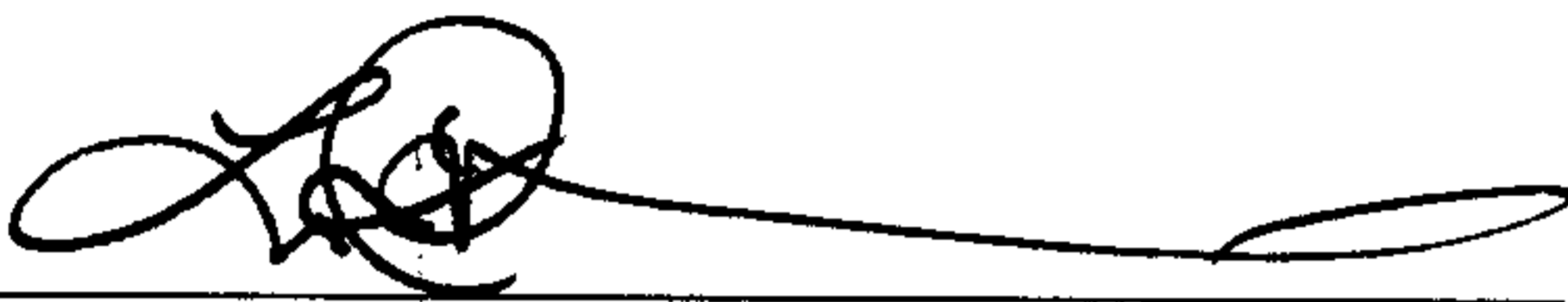
Derek A. Coleman
Vice President
Mortgage Electronic Registration Systems, Inc.

"CitiMortgage, Inc."



State of Missouri)
County of St Charles)

On 4/5/2012, before me appeared Derek A. Coleman, to me personally known, being by me duly sworn or affirmed, whose address is 1000 Technology Drive, O'Fallon, MO 63368-2240 did say that he is the Vice President Of Citimortgage, Inc., and that the seal fixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and Derek Coleman acknowledged said instrument to be the free act and deed of said corporation, and that such individual made such appearance before the undersigned in the City of O'Fallon, State of Missouri.



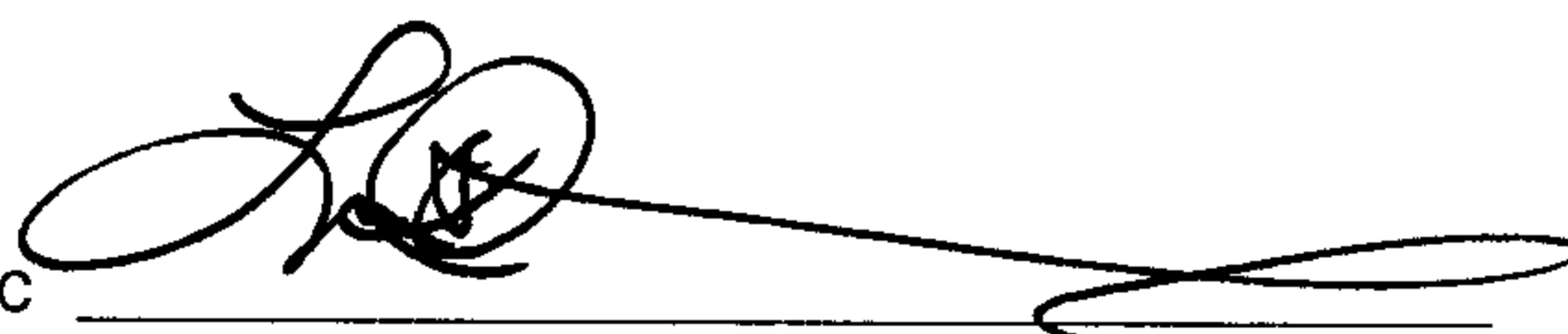
Notary Public



LEE KEE ROBINSON, SR.
My Commission Expires
May 20, 2013
St. Louis County
Commission #09462618

State of Missouri)
County of St Charles)

On 4/5/2012, before me appeared Derek A. Coleman to me personally known, being by me duly sworn or affirmed, whose address is 1000 Technology Dr., O'Fallon, MO 63368-2240, did say that he is an Assistant Secretary of Mortgage Electronic Registration Systems, Inc., and that the seal fixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and Derek Coleman acknowledged said instrument to be the free act and deed of said corporation.

Notary Public 



LEE KEE ROBINSON, SR.
My Commission Expires
May 20, 2013
St. Louis County
Commission #09462618



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{Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction}

State of Alabama)

County of Shelby)

On the 26th day of January, in the year 2012, before me, the undersigned, personally appeared MARY COOPER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by HIS/HER/THEIR signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Mary Mai
Notary Public Mary Mai

My Commission Expires: 04/16/2014

State of Alabama)

County of Shelby)

On the 26th day of January, in the year 2012, before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by HIS/HER/THEIR signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Mary Mai
Notary Public Mary Mai

My Commission Expires: 04/16/2014



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COMMITMENT

File No.: 30701

Commitment No.: 30701

**SCHEDULE B - SECTION II
Exceptions**

Schedule B of the Policy or Policies to be issued contain exceptions to the following matters and said policy or policies will not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason thereof, unless the same are disposed of to the satisfaction of the Company.

1. Rights or claims of parties in possession not shown by the Public records.
2. Easements or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
5. Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
6. All assessments and taxes for year 2006 and all subsequent years.
7. Right of Way to Alabama Power Company and Southern Bell Telephone and Telegraph Company, as set forth in Real Volume 2300, Page 867.
8. Right of Way to Alabama Power Company, as set forth in Volume 2877, page 403, Volume 4156, page 394, and Volume 4220, page 9.
9. 8-foot Easement facing Village Trail, as shown on recorded map.
10. 7.5-foot Alley Easement on the rear side, as shown on recorded map.
11. Right of Way to Alabama Power Company, as set forth in Instrument 2005-56363, 2005-56420.
12. Restrictive Covenants, as set forth in Instrument 2005-59712.
13. Right of way to Gulf States Pages Corporation, as recorded in Instrument 2006/14603.



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Prepared By: Loan Modification Processing Dept.

CitiMortgage, Inc.
1000 Technology Drive (M.S. 321)
O'Fallon, MO 63368-2240
1-866-272-4749

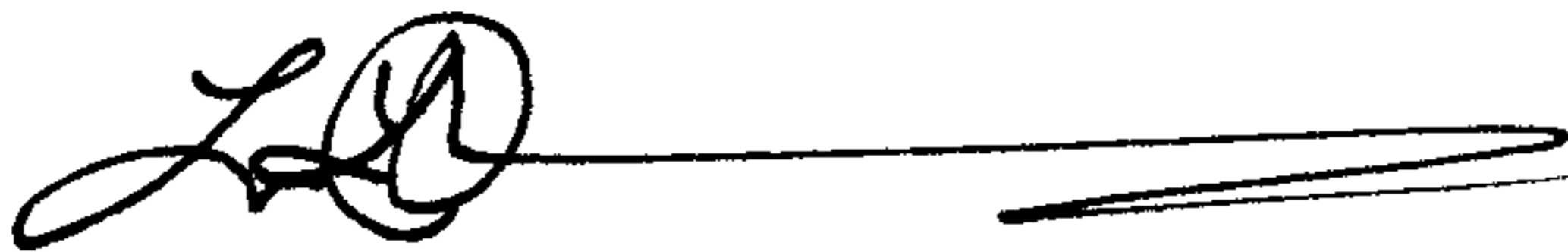
Acct # 2003736463

APN #


Tax Id / Parcel #

Legal Descpt: #

This is to certify this INSTRUMENT was prepared by Lee Kee Robinson Sr. CITI MORTGAGE Inc., on the parties name in the INSTRUMENT.



Lee Kee Robinson Sr.
Document Processor 2



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