

Investor Loan # 204863337

**WHEN RECORDED MAIL TO:**

ATTN – HOME RETENTION RECORDING

Bank of America, N.A.

11802 Ridge Parkway, Suite 100

Broomfield, CO 80021

Prepared by: Laura Bailhache

origin MTG: \$ 73,641.00  
New MTG: \$ 79,339.00  
New Money: \$ 5,698.00

Bank of America, N.A.

11802 Ridge Parkway, Ste 100, Broomfield Co 80021

Document No.: 06522162283947105A

Space Above for Recorder's Use

484705-8888

APN: 29-6-24-0-001-063.003

**LOAN MODIFICATION AGREEMENT**

(FHA Insured) (FHA-HAMP with Partial Claim)

Prev. Rec. Info: 5/9/2010 INST: 20100609000181640

Borrower ("I"): James Battiest Jr.

Marital Status: A married man

Lender or Servicer ("Lender"): Bank of America, N.A.

Date of first-lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): June 4, 2010

FHA Loan Number: 116695170703

Property Address ("Property"): 454 Shelby Hotel Road, Shelby, AL 35143

See attached Exhibit "A" for Legal Description

Recording information: Mortgage dated 8/8/13, in principal sum of 13,830.20, and recorded in, Shelby (County and State or Other Jurisdiction) on 9/10/13, in Liber/Book, Page(s), Instrument Number 20130910000366950



216228394+USC+FHAHAMP+802391



20130910000366960 1/10 \$49.55  
Shelby Cnty Judge of Probate, AL  
09/10/2013 09:17:19 AM FILED/CERT

**Important Disclosures:** The Federal Housing Administration (FHA) requires that Lender provide you with information to help you understand the modified mortgage and partial claim terms that are being offered to you. Lender must timely provide you with clear and understandable written information about the terms, costs, and risks of the modified mortgage and partial claim to enable Borrower to make informed decisions. This information is included below. Please read it carefully.

If my representations in Section 1 are still true in all material respects and if I have satisfied all of the preconditions in Section 2, this Loan Modification Agreement ("Agreement") will, as set forth in Section 3, modify (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 called the "Loan Documents." If there is more than one borrower or mortgagor executing this document, each is referred to as "I," "my" includes "our," and the singular includes the plural and vice versa. Capitalized terms used in this Agreement and not otherwise defined have the meanings set forth in the Mortgage and/or Note, as applicable.

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

- A. I am experiencing a financial hardship caused by a verifiable loss of income or increase in living expenses. As a result, (1) I am in default under the Loan Documents and (2) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments due under the Loan Documents.
- B. I live in, and plan to continue to live in, the Property as my principal residence. The Property has not been condemned and has no material adverse physical condition(s). The Property has no more than four units.
- C. I am not a borrower on any other FHA-insured mortgage.
- D. Except as approved in writing by the FHA or Lender, there has been no change in the ownership of the Property after I signed the Loan Documents.
- E. Under penalty of perjury, I provided Lender with full and complete information that, when provided, accurately stated my income, expenses, and assets. To the extent requested by Lender, I provided documents that supported that information. However, I was not required to disclose child support or alimony, unless I chose to rely on such income to qualify for the FHA-Home Affordable Modification Program ("Program") or for another loss mitigation option.
- F. I have made the trial period plan payments required under the Program.
- G. I currently have sufficient income to support the financial obligations under the Loan Documents, as modified by this Agreement.



216228394+USC+FHAHAMP+802391



20130910000366960 2/10 \$49.55  
Shelby Cnty Judge of Probate, AL  
09/10/2013 09:17:19 AM FILED/CERT

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

- A.** As a precondition to receiving this proposed modification of the Loan Documents, I must accept and fully execute the FHA's required subordinate mortgage loan (also called a Partial Claim Note and Security Instrument). I have reviewed and approved the terms of such subordinate loan.
- B.** Lender has no obligation to make any modification of the Loan Documents if any of the requirements under this Agreement has not been met.
- C.** Prior to the Modification Effective Date (as defined in Section 3), if Lender determines that any of my representations in Section 1 are no longer true and correct, (1) the Loan Documents will not be modified, (2) this Agreement will not be valid, and (3) Lender will have all of the rights and remedies provided by the Loan Documents.
- D.** The Loan Documents will not be modified unless and until (1) Lender approves this Agreement and (2) the Modification Effective Date (as defined in Section 3 below) has occurred.

**3. The Modification.** I understand, acknowledge, and agree:

- A.** If all of my representations in Section 1 above continue to be true and correct and all preconditions to the modification set forth in Section 2 above have been met, the Loan Documents will automatically become modified on September 1, 2013 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. If I have failed to make any payments that are a precondition to this modification, this modification will not take effect.
- B.** The new Maturity Date will be: August 1, 2043
- C.** The new principal balance of my Note will be \$70,593.42 (the "New Principal Balance").
- D.** I promise to pay the New Principal Balance, plus interest, to the order of Lender.
- E.** The annual interest rate on the New Principal Balance will be 4.000%, beginning September 1, 2013, both before and after any new default. This fixed interest rate will remain in effect until principal and interest and all of the obligations due under the Modified Loan Documents are paid in full.



216228394+USC+FHAHAMP+802391



20130910000366960 3/10 \$49.55  
Shelby Cnty Judge of Probate, AL  
09/10/2013 09:17:19 AM FILED/CERT

- F. On September 1, 2013 and on the first day of each month thereafter until all of the obligations due under the Modified Loan Documents are paid in full, Borrower must make monthly payments of \$443.80 (each, a "Monthly Payment"). Each Monthly Payment includes principal and interest of \$337.02, plus the current required escrow payment of \$106.78. My required escrow payments will likely adjust periodically in accordance with applicable law. If an escrow adjustment occurs, my total monthly payment would change accordingly.
- G. I will be in default if I do not comply with the terms of the Modified Loan Documents.

**4. Additional Agreements.** I understand and agree:

- A. I accept the risks of entering into this Agreement. These risks include (but are not limited to):
  - (1) The FHA's subordinate lien will require a balloon payment when I pay off, sell, or refinance the Property, which may make these things more difficult to do. The FHA's subordinate lien may also make it more difficult to get additional subordinate lien financing.
  - (2) My modified loan will have a fixed interest rate that will not change. As a result, if the interest rate in my Loan Documents could go up and down based on changes in an index, my new fixed interest rate might sometimes be higher than I would have paid before this modification.
- B. I authorize Lender to attach an Exhibit A to this loan modification, which will include a Legal Description, recording information of the original security instrument, and any other relevant information required by a County Clerk (or other recordation office) to allow for recording if and when Lender seeks recordation.
- C. All persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (1) a borrower or co-borrower is deceased; (2) the borrower and co-borrower are divorced and the Property has been transferred to one spouse in the divorce decree, in which event the spouse who no longer has an interest in the Property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (3) Lender waived this requirement in writing.
- D. This Agreement supersedes the terms of any modification, forbearance, trial period plan, or workout plan that I entered into with Lender before the date of this Agreement.



216228394+USC+FHAHAMP+802391



20130910000366960 4/10 \$49.55  
Shelby Cnty Judge of Probate, AL  
09/10/2013 09:17:19 AM FILED/CERT

- E. All terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect and I will comply, with all covenants, agreements, and requirements of the Loan Documents, including (but not limited to) my agreement to pay all taxes, insurance premiums, assessments, Escrow Items, impounds, and all other similar obligations, the amounts of which may change in accordance with the terms of my Modified Loan Documents.
- F. The Modified Loan Documents are duly valid, binding agreements, enforceable in accordance with their terms and are hereby ratified and confirmed.
- G. I will fully cooperate with Lender in obtaining any title endorsement(s) or similar title insurance product(s) and/or any subordination agreement(s) that are necessary or required by Lender's procedures and/or the Program to ensure that the Mortgage, as modified by this Agreement, is in first-priority lien position and is fully enforceable. The terms of this Agreement will not become effective, and this Agreement will be null and void, if Lender does not receive such title endorsement(s), title insurance product(s), and/or subordination agreement(s) on or before the Modification Effective Date.
- H. I know that I am only entitled to loss mitigation terms that comply with the Program. Therefore, if Lender discovers any error in the terms of this Agreement or in the FHA's required subordinate mortgage loan, I authorize the Lender to advise me of the error. If I do not accept the corrected terms, at Lender's option, this Agreement becomes void and of no legal effect. If I accept the corrected terms, I will execute and promptly return to Lender the revised and additional documents that will (1) consummate the intended terms and conditions of this Agreement and/or (2) correct the terms and conditions of this Agreement (a "Corrected Agreement"). If I do not sign and deliver a Corrected Agreement or any additional document required by Lender to comply with the Program, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I may not be eligible for the Program.
- I. Lender will collect and record, as applicable, personal information about me, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity ("Personal Information"). In addition, I consent to the disclosure of my Personal Information and the terms of the trial period plan and this Agreement by Lender to (1) any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s), (2) companies that perform support services for the Program, and (3) any HUD-certified housing counseling agency.



216228394+USC+FHAHAMP+802391



20130910000366960 5/10 \$49.55  
Shelby Cnty Judge of Probate, AL  
09/10/2013 09:17:19 AM FILED/CERT

- J. If any document related to the Loan Documents and/or this Agreement is lost, misplaced, or otherwise missing, I will comply with Lender's request to execute, acknowledge, initial, and deliver to Lender any documents Lender deems necessary ("Replacement Documents"). I will deliver the Replacement Documents to Lender within ten days after I receive Lender's written request for such Replacement Documents.



20130910000366960 6/10 \$49.55  
Shelby Cnty Judge of Probate, AL  
09/10/2013 09:17:19 AM FILED/CERT



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

SIGNED AND ACCEPTED THIS 26<sup>th</sup> DAY OF August, 2013

Borrower:

James Battiest Jr.  
James Battiest Jr.

ALL SIGNATURES MUST BE ACKNOWLEDGED

STATE OF Alabama

COUNTY OF Shelby

On August 26, 2013, before me, Becky Brasher, Notary Public, personally

appeared James Battiest Jr., 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 or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Becky Brasher

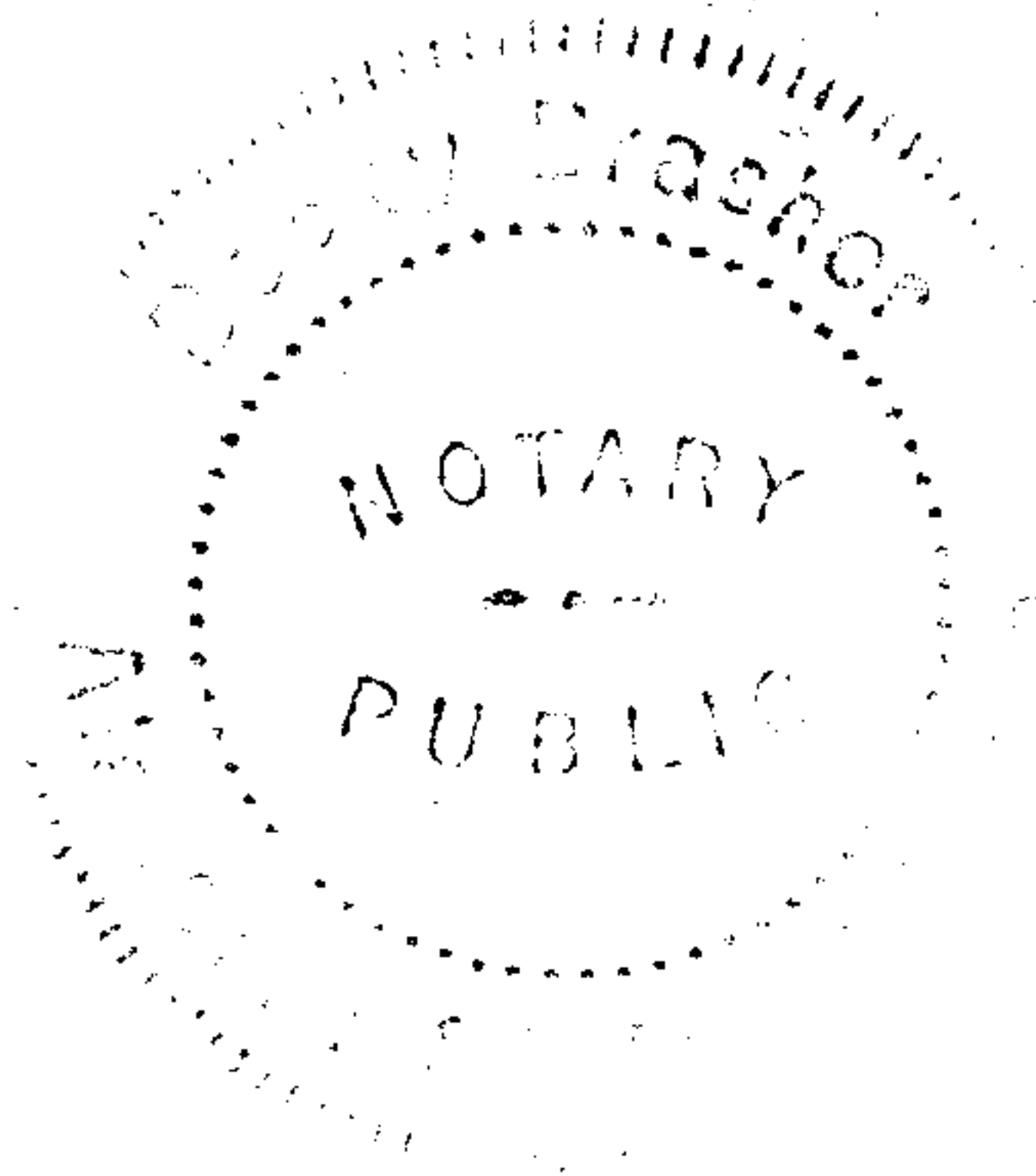
Notary Signature

01-14-2014

Commission Expiration Date

Becky Brasher

Printed Name Place Seal Here



20130910000366960 7/10 \$49.55  
Shelby Cnty Judge of Probate, AL  
09/10/2013 09:17:19 AM FILED/CERT



The following mortgagor is not a Borrower, but has an ownership interest in the Property and is signing solely to consent to this Modification as a mortgagor:

**MORTGAGOR:**

James R. Battiest, Jr.  
Signature

August 26<sup>th</sup>, 2013  
Date

James R. Battiest, Jr.  
Name (typed or printed)

STATE OF Alabama

COUNTY OF Shelby

On August 26, 2013, before me, Becky Brasher, Notary Public, personally

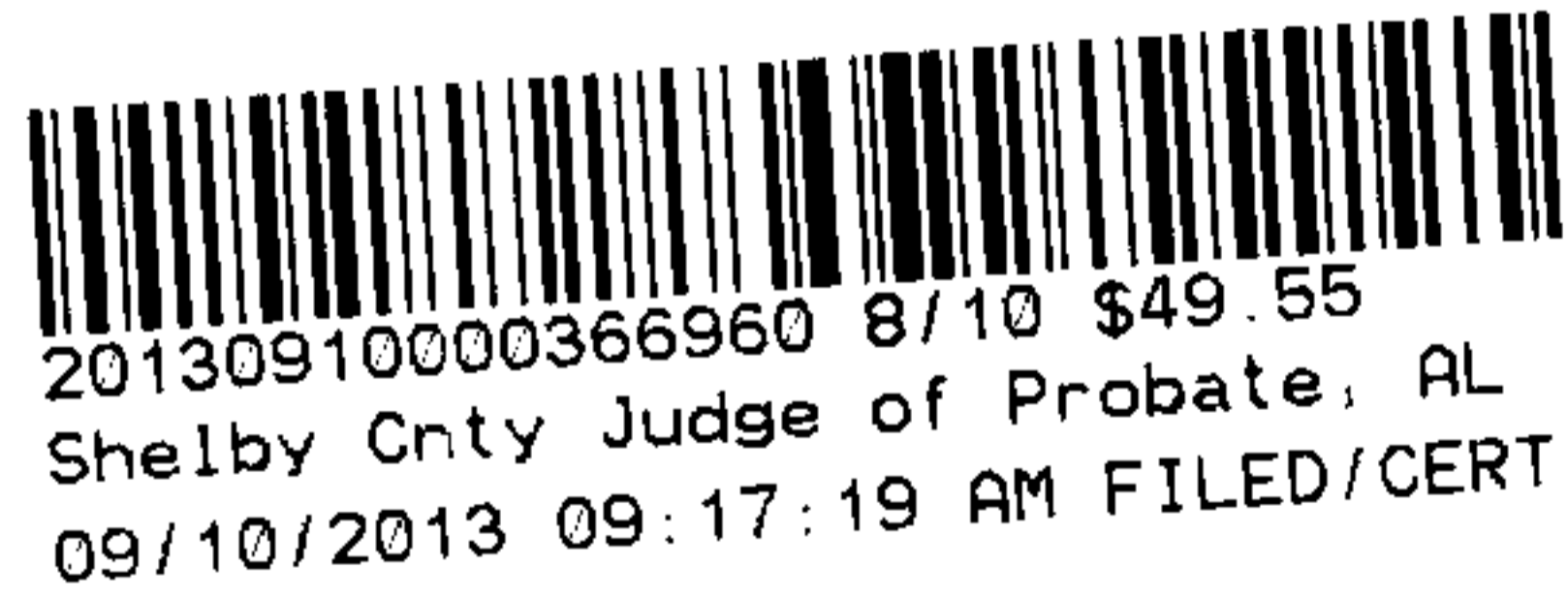
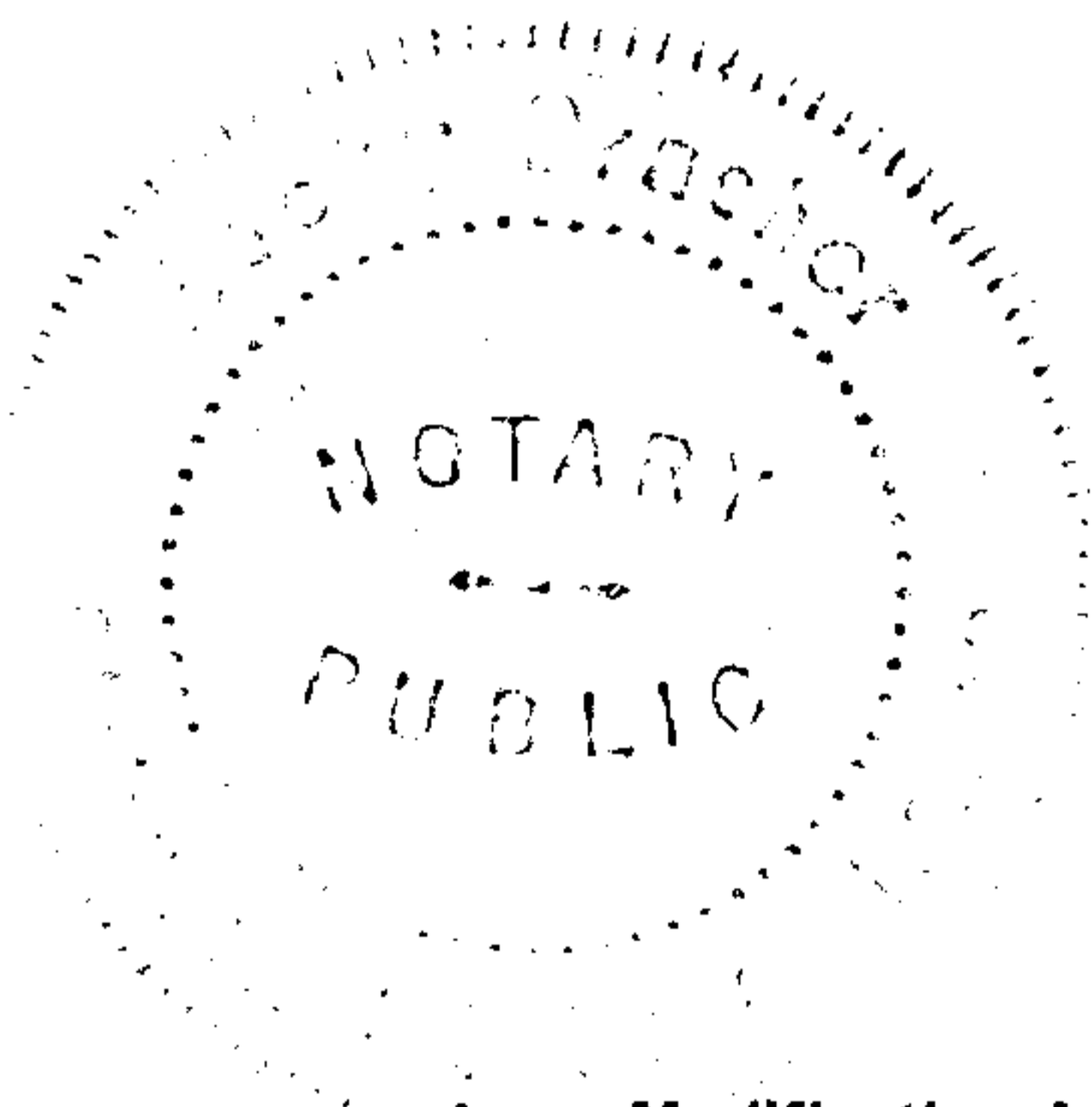
appeared James R. Battiest, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by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

WITNESS my hand and official seal.

Becky Brasher  
Notary Signature

01-14-2014  
Commission Expiration Date

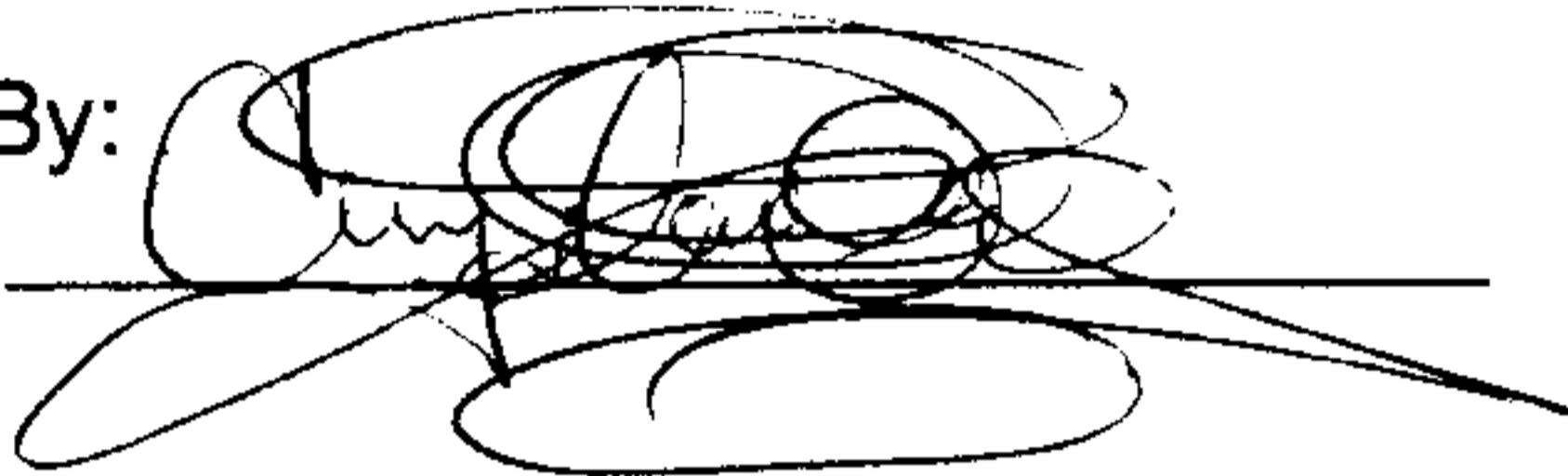
Becky Brasher  
Printed Name Place Seal Here





Bank of America, N.A., for itself or as successor by merger to BAC Home Loans Servicing, LP

By: Urban Settlement Services, LLC, its attorney in fact

By: 

Dated: **AUG 27 2013**

Name: **CRYSTAL MUAS**  
Title : **ASSISTANT SECRETARY**

STATE OF Colorado  
COUNTY OF Bronck

On AUG 27 2013, before me, SHERRYLYNN BROWN, Notary Public, personally

appeared CRYSTAL MUAS, 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 or entity upon behalf of which the person(s) acted, executed the instrument.

**DEC 27 2015**

WITNESS my hand and official seal.

  
Notary Signature  
**SHERRYLYNN BROWN**

Commission Expiration Date

Printed Name Place Seal Here

**SHERRYLYNN BROWN**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
My Comm. Expires December 27, 2015


  
20130910000366960 9/10 \$49.55  
Shelby Cnty Judge of Probate, AL  
09/10/2013 09:17:19 AM FILED/CERT




Exhibit A

Legal Description

A parcel of land situated in the NE 1/4 of the NW 1/4 of Section 24, Township 22 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SE corner of above said 1/4-1/4; thence North 00 degrees 00 minutes 00 seconds East, a distance of 225.00 feet to the point of beginning; thence continue along the last described course, a distance of 90.00 feet; thence South 88 degrees 12 minutes 07 seconds West, a distance of 183.00; thence South 00 degrees 00 minutes 00 seconds West, a distance of 118.00 feet; thence North 88 degrees 12 minutes 07 seconds East, a distance of 93.00 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 28.00 feet; thence North 88 degrees 12 minutes 07 seconds East, a distance of 90.00 feet to the point of beginning.

  
20130910000366960 10/10 \$49.55  
Shelby Cnty Judge of Probate, AL  
09/10/2013 09:17:19 AM FILED/CERT