

20141006000312120 1/6 \$331.40
Shelby Cnty Judge of Probate, AL
10/06/2014 10:34:58 AM FILED/CERT

Return to:
Document Recording Services
P.O. Box 3008
Tallahassee, FL 32315-3008

This Document Prepared By:
NATIONSTAR MORTGAGE LLC
350 HIGHLAND DRIVE
LEWISVILLE, TX 75067
Tatiana Vakidis

_____[Space Above This Line For Recording Data]_____
Original Recording Date: **May 21, 2001** Loan No: **610480493**
Original Loan Amount: **\$117,189.00** FHA Case Number: **011-4742600-703**
New Money: **\$61,732.90**



LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 18th day of July, 2014, between **GLENNIS SMITH, HUSBAND and MARY SMITH, WIFE** whose address is **20 SCOTTSDALE DR, ALABASTER, AL 35007** ("Borrower") and **NATIONSTAR MORTGAGE LLC** which is organized and existing under the laws of **The United States of America**, and whose address is **350 HIGHLAND DRIVE, LEWISVILLE, TX 75067** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **March 26, 2001** and recorded in **Mortgage Book N/A**, Instrument No: **2001-20365**, of the **Official Records (Name of Records) of SHELBY County, AL (County and State, or other Jurisdiction)** 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

20 SCOTTSDALE DR, ALABASTER, AL 35007,
(Property Address)

the real property described being set forth as follows:

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):



* 6 1 0 4 8 0 4 9 3 *
HUD MODIFICATION AGREEMENT
8300h 11/12



(page 1 of 5)

1. As of **September 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$201,576.31**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
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 **4.250%**, from **September 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. **\$991.63**, beginning on the **1st** day of **October, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **September 1, 2044** (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.
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. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for



* 6 1 0 4 8 0 4 9 3 *
HUD MODIFICATION AGREEMENT
8300h 11/12



* 1 2 7 0 9 5 + 1 0 *

(page 2 of 5)



20141006000312120 2/6 \$331.40
Shelby Cnty Judge of Probate, AL
10/06/2014 10:34:58 AM FILED/CERT

the underlying debt.

6. 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary 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.
8. This Agreement modifies an obligation secured by an existing security instrument recorded in SHELBY County, AL, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$139,843.41. The principal balance secured by the existing security instrument as a result of this Agreement is \$201,576.31, which amount represents the excess of the unpaid principal balance of this original obligation.



* 6 1 0 4 8 0 4 9 3 *

HUD MODIFICATION AGREEMENT

8300h 11/12




* 1 2 7 0 9 5 + 1 0 *

(page 3 of 5)



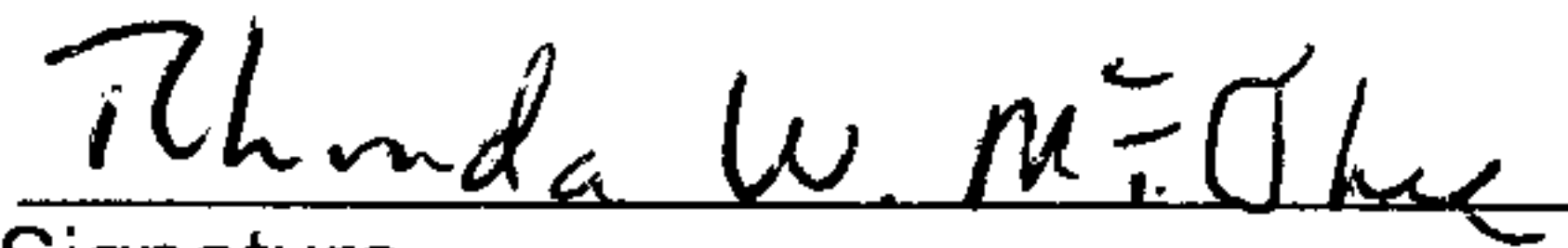
20141006000312120 3/6 \$331.40
Shelby Cnty Judge of Probate, AL
10/06/2014 10:34:58 AM FILED/CERT

 (Seal)
GLENNIS SMITH -Borrower

 (Seal)
MARY SMITH -Borrower

 -Witness
Signature

Jordyn Nicole Fountain -Witness
Print Name

 -Witness
Signature

Rhonda W. McShee -Witness
Print Name

_____[Space Below This Line For Acknowledgments]_____

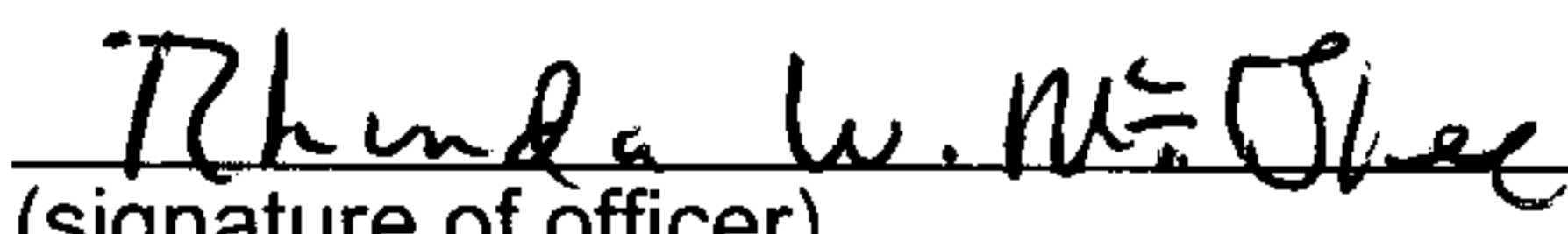
State of Alabama

County of Shelby

I, Rhonda W. McShee Notary Public, hereby certify that
(please print name)

GLENNIS SMITH, HUSBAND and MARY SMITH, WIFE, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same

bears Date. Given under my hand this 28 day of July, A. D. 2014.


(signature of officer)

My commission expires: 7-10-2016



* 6 1 0 4 8 0 4 9 3 *
HUD MODIFICATION AGREEMENT
8300h 11/12



* 1 2 7 0 9 5 + 1 0 *

(page 4 of 5)



20141006000312120 4/6 \$331.40
Shelby Cnty Judge of Probate, AL
10/06/2014 10:34:58 AM FILED/CERT

NATIONSTAR MORTGAGE LLC

By: *Aza Haliza* (Seal) - Lender
Name: *Aza Haliza*
Title: Assistant Secretary

7/31/14
Date of Lender's Signature

_____[Space Below This Line For Acknowledgments]_____

The State of TX

County of Dallas / Notary Public

Before me Michelle Bowles (name/title of officer) on this day personally appeared
Aza Haliza, the Assistant Secretary of
Nationstar Mortgage LLC

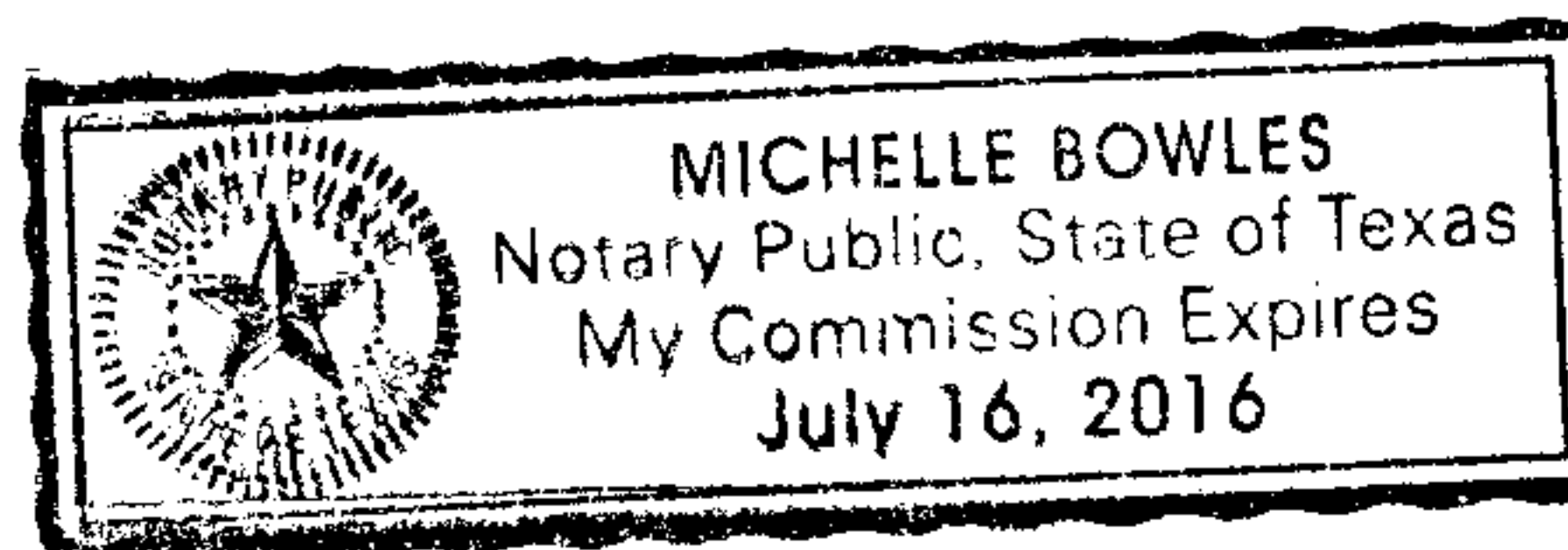
known to me (or proved to me on the oath of _____ or through _____
(description of identity card or other document)) to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal of office this 31st day of July, A.D., 2014

Michelle Bowles
Signature of Officer

Notary Public
Title of Officer

My Commission expires : 7/16/16



* 6 1 0 4 8 0 4 9 3 *
HUD MODIFICATION AGREEMENT
8300h 11/12



* 1 2 7 0 9 5 + 1 0 *

(page 5 of 5)



20141006000312120 5/6 \$331.40
Shelby Cnty Judge of Probate, AL
10/06/2014 10:34:58 AM FILED/CERT

Exhibit "A"

Loan Number: **610480493**

Property Address: **20 SCOTTSDALE DR, ALABASTER, AL 35007**

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA: LOT 20, ACCORDING TO THE SURVEY OF SCOTTSDALE, AS RECORDED IN MAP BOOK 6, PAGE 101 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED. SUBJECT TO: ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.



Exhibit A Legal Description Attachment 11/12



Page 1 of 1



20141006000312120 6/6 \$331.40
Shelby Cnty Judge of Probate, AL
10/06/2014 10:34:58 AM FILED/CERT