



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

This Document Prepared By:  
Aza Habibija  
NATIONSTAR MORTGAGE LLC  
8950 CYPRESS WATERS BLVD  
COPPELL, TX 75019

  
20160426000136790 1/5 \$158.30  
Shelby Cnty Judge of Probate, AL  
04/26/2016 09:49:57 AM FILED/CERT

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_  
Original Recording Date: **June 29, 2010** Loan No: **605716513**  
Original Loan Amount: **\$112,435.00** FHA Case Number: **011-6858583-703**  
New Money: **\$0.00**  
  
REF114834153A

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 3rd day of March, 2016, between **TIFFANY C. BURROUGHS, A SINGLE WOMAN** whose address is **159 ENCLAVE AVE, CALERA, AL 35040** ("Borrower") and **NATIONSTAR MORTGAGE LLC** which is organized and existing under the laws of **The United States of America**, and whose address is **8950 CYPRESS WATERS BLVD, COPPELL, TX 75019** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **June 24, 2010** and recorded in Mortgage Book **N/A**, Page **N/A**, Instrument No: **20100629000205940** and recorded on **June 29, 2010**, of the Official Records of **SHELBY County, AL** 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

**159 ENCLAVE AVE, CALERA, AL 35040,**  
(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):

1. As of **April 1, 2016**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$88,129.67**, 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

  
\* 6 0 5 7 1 6 5 1 3 Y G O V \*  
HUD MODIFICATION AGREEMENT  
8300h 11/12

  
\* 2 6 6 4 3 8 + 1 0 \*

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 **April 1, 2016**. Borrower promises to make monthly payments of principal and interest of U.S. **\$433.55**, beginning on the **1st** day of **May, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **April 1, 2046** (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 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



HUD MODIFICATION AGREEMENT  
8300h 11/12





20160426000136790 3/5 \$158.30  
Shelby Cnty Judge of Probate, AL  
04/26/2016 09:49:57 AM FILED/CERT

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.

In the event of any action(s) arising out of or relating to this Agreement or in connection with any foreclosure action(s) dismissed as a result of entering into this Agreement, I will remain liable for and bear my own attorney fees and cost incurred in connection with any such action(s).

Tiffany C. Burroughs (Seal)  
TIFFANY C. BURROUGHS -Borrower

Rosa Lateef -Witness  
Signature

[Signature] -Witness  
Signature

Rosa Lateef -Witness  
Print Name

Melvin Cherry -Witness  
Print Name

\_\_\_\_\_[Space Below This Line For Acknowledgments]\_\_\_\_\_

State of Alabama

County of Shelby

I, Rosa Lateef Notary Public, hereby certify that  
(please print name)

TIFFANY C. BURROUGHS, 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 8 day of April, A. D. 2016.

Rosa Lateef  
(signature of officer)

My commission expires: 08-18-18

ROSA LATEEF  
Notary Public  
Alabama State at Large



\* 6 0 5 7 1 6 5 1 3 Y G O V \*  
HUD MODIFICATION AGREEMENT  
8300h 11/12



\* 2 6 6 4 3 8 + 1 0 \*

(page 3 of 4)

ROSA LATEEF  
Notary Public  
Alabama State at Large

20160426000136790 4/5 \$158.30  
Shelby Cnty Judge of Probate, AL  
04/26/2016 09:49:57 AM FILED/CERT

NATIONSTAR MORTGAGE LLC

By: Azra Habibija (Seal) - Lender

Name: Azra Habibija

Title: Assistant Secretary

4/12/16  
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

The State of TX  
County of Dallas

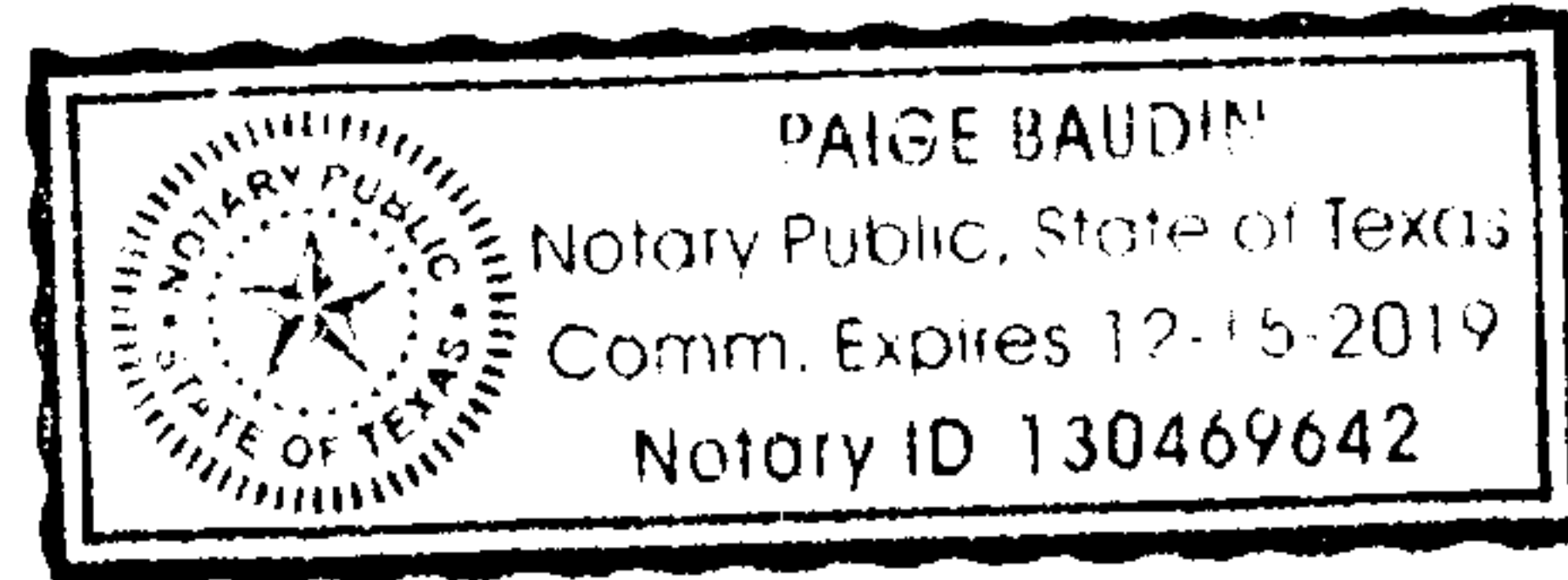
Before me Paige Baudin /Notary Public (name/title of officer) on this day  
personally appeared Azra Habibija, the Assistant Secretary of Nationstar  
Mortgage LLC, known to me or proved to me on the oath of \_\_\_\_\_ or through  
\_\_\_\_\_  
(description of identity card or other document)) to be 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 12<sup>th</sup> day of April, A.D., 2016

Paige Baudin  
Signature of Officer

Notary Public  
Title of Officer

My Commission expires : 12-15-19



20160426000136790 5/5 \$158.30  
Shelby Cnty Judge of Probate, AL  
04/26/2016 09:49:57 AM FILED/CERT

## Exhibit "A"

Loan Number: **605716513**

Property Address: **159 ENCLAVE AVE, CALERA, AL 35040**

### Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN SHELBY COUNTY, STATE OF ALABAMA: LOT 27, ACCORDING TO THE SURVEY OF THE ENCLAVE PHASE I, AS RECORDED IN MAP BOOK 38, PAGE 1, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SUBJECT TO: (1) CURRENT TAXES; (2) EASEMENT AND HIGHWAY RIGHT OF WAY RECORDED IN VOLUME 197, PAGE 259, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; (3) THE RIGHTS OF UPSTREAM AND DOWNSTREAM RIPARIAN OWNERS WITH RESPECT TO ANY BODY OF WATER WHICH MAY LIE ADJACENT TO, AND/OR TRAVERSING THROUGH, SUBJECT PROPERTY; (4) EASEMENT TO BELLSOUTH TELECOMMUNICATIONS, AS RECORDED IN INSTRUMENT 20060815000396460, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; (5) DECLARATION OF PROTECTIVE COVENANTS OF THE ENCLAVE APPEARING OF RECORD IN INSTRUMENT 20061129000577080 AND AMENDED IN 20100303000062500 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; (6) RIGHT OF WAY GRANTED TO ALABAMA POWER COMPANY BY INSTRUMENT RECORDED IN INSTRUMENT 20070517000230970 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

