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09/12/2016 01:05:00 PM  
MORTAMEN 1/10

**LOAN MODIFICATION AGREEMENT**

Recording Requested By & Return To:  
BANK OF AMERICA, N.A  
ATTN: HOME RETENTION DIVISION  
11802 Ridge Parkway, Suite 100  
Broomfield, CO 80021

Prepared By: *Phyllis Estrada*  
BANK OF AMERICA, N.A  
11802 Ridge Parkway, Suite 100  
Broomfield, CO 80021  
REC#:770044

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**GRANTOR:** Kimberly Birl  
1009 Seminole Place, Calera, AL 35040

**GRANTEE:** Bank of America, N.A.  
11802 Ridge Parkway Suite 100, Broomfield, CO 80021

**Prev. Rec. Info:** 2/23/2009 INST# 20090223000062340

**APN:** 35-1-01-1-002-036.000

**MARITAL STATUS:** MARRIED to Brian Birl

<b>ORIGINAL MTG:</b>	<b>\$ 157,407.00</b>
<b>NEW MTG:</b>	<b>\$ 182,127.56</b>
<b>NEW MONEY:</b>	<b>\$ 24,720.56</b>

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**Recording information:** Mortgage dated Jan. 29 2009, in principal sum of 157,407.00, and recorded in Shelby County, AL (County and State or Other Jurisdiction) on 2-23-2009, in Liber/Book \_\_\_\_\_, Page(s) \_\_\_\_\_, Instrument Number 20090223000062340

Investor Loan # 209507266

After Recording Return To:  
Bank of America, N.A.  
11802 Ridge Parkway, Ste 100 HRM  
Broomfield, CO 80021

This document was prepared by \_\_\_\_\_

\_\_\_\_\_**[Space Above This Line for Recording Data]**\_\_\_\_\_

**LOAN MODIFICATION AGREEMENT**  
(FHA-Insured) (FHA-HAMP—No Partial Claim)



**Borrower ("I"):** Kimberly Birl MARITAL: MARRIED TO BRIAN BIRL

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

**Date of first-lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"):** January 29, 2009

**FHA Loan Number:** 7527011620296370335040



**Property Address ("Property"):** 1009 Seminole Place, Calera, AL 35040

***See Exhibit A for Legal Description***

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

If my representations in Section 1 below continue to be true in all material respects, then this Loan Modification Agreement ("Agreement") will, as set forth in Section 3 below, 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 here have the meaning given to them in the Loan Documents. If there is more than one borrower or mortgagor executing this document, each is referred to as "I." Words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

This Agreement will not take effect unless the preconditions set forth in Section 2 below have been satisfied.

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

- A.** The Property has no more than four units.
- B.** The Property currently has no materially adverse physical condition(s).
- C.** I intend to continue to live in the Property as my primary residence.
- D.** I do not have any other FHA-insured mortgage.
- E.** I am in default under the Loan Documents. My default under the Loan Documents resulted from my verifiable (1) loss of income or (2) increase in living expenses.
- F.** I currently have sufficient income to support the financial obligations under the Loan Documents, as modified by this Agreement.
- G.** I have disclosed **all** income that I receive. I have provided Servicer with all requested financial information. However, I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the Plan.

- H. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement are true and correct.
- I. If I received a discharge in a Chapter 7 Bankruptcy proceeding subsequent to the execution of the Loan Documents, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.

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

- A. Prior to the Modification Effective Date as set forth in Section 3 below, if Lender determines that any of my representations in Section 1 above are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In that event, Lender will have all of the rights and remedies provided by the Loan Documents.
- B. 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. In addition, Lender will not be obligated to modify the Loan Documents if I fail to meet any of the requirements under this Agreement.
- C. The Loan Documents will not be modified unless and until the modification is approved by the Bankruptcy Court in my bankruptcy case.

**3. The Modification.** If all of my representations in Section 1 above continue to be true in all material respects 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, 2016 or, if later, the date on which the Bankruptcy Court approves the modification in my bankruptcy case (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.

- A. The new Maturity Date will be August 1, 2046.
- B. As of the Modification Effective Date, the new principal balance of my Note is \$182,127.56 (the "New Principal Balance"). In servicing your loan, the Bank may have incurred third-party fees or charges that were not included in the terms of this Agreement. If so, these fees and charges will appear on your monthly statement under "Fees and Charges." These fees and charges will not accrue interest or late fees. You may pay these fees and charges at any time. If not previously paid, you must pay these fees and charges at the earliest of (1) the date you sell or transfer an interest in the Property, (2) the date you pay the entire New Principal Balance, or (3) the Maturity Date.



- C. Interest at the fixed rate of 4.000% will begin to accrue on the New Principal Balance as of August 1, 2016 and my first new monthly payment on the New Principal Balance will be due on September 1, 2016. My fully amortizing payment schedule for the modified Loan is as follows:

Years	Interest Rate	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
30	4.000%	\$869.50	\$650.20, may adjust periodically	\$1,519.70, may adjust periodically	09/01/2016	360

\*The escrow payments may be adjusted periodically in accordance with applicable law. Therefore, my total monthly payment may change accordingly.

The total monthly payment amount shown does not include the cost for any optional products that may be on the loan.

The terms in this Section 3.C. 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. The interest rate set forth in Section 3.C. above shall apply even in the event of default and if the Loan Documents permitted a default rate of interest.

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

- A. 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's Office to allow for recording if and when recording becomes necessary for Lender.
- B. All persons, or their authorized representative(s), who signed the Loan Documents 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, meaning that 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 has waived this requirement in writing. This Agreement may be executed in separate counterparts, each of which shall be deemed an original.

- C. This Agreement supersedes the terms of any modification, forbearance, trial modification payment plan, or loan workout plan that I previously entered into with Lender.
- D. I will comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of the 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 periodically change over the term of my Loan.
- E. The Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. 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 satisfies or releases in whole or in part any of the obligations contained in the Loan Documents. Except as otherwise specifically provided in, and as expressly modified by, this Agreement, Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. On and after the Modification Effective Date, and notwithstanding any other provision of the Loan Documents, 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 state or federal law, rules, or regulations prohibit 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 to, or demand on, me.
- H. On and after the Modification Effective Date, Lender will allow the transfer and assumption of the Loan, including this Agreement, only as permitted under FHA guidelines. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. On and after the Modification Effective Date, any provision in the Note (or in any addendum or amendment to the Note) that allowed for the assessment of a penalty for full or partial prepayment of the Note, is null and void.

- J.** I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by Lender's procedures to ensure that the modified mortgage loan is in first-lien position and/or is fully enforceable upon modification. Under any circumstance and notwithstanding anything else to the contrary in this Agreement, if Lender does not receive such title endorsement(s), title insurance product(s), and/or subordination agreement(s), the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- K.** I will execute such other documents as may be reasonably necessary either to (1) consummate the terms and conditions of this Agreement or (2) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. Lender may declare this Agreement void and of no legal effect upon notice of such error. If I sign a corrected Agreement, Lender will provide a copy of such Agreement to me. If I elect not to sign such corrected Agreement, at Lender's sole option, (x) the terms of the original Loan Documents shall continue in full force and effect and (y) the terms of the original Loan Documents will not be modified by this Agreement.
- L.** Lender may collect and record personal information, 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. In addition, I understand and consent to the disclosure all of this information and the terms of this Agreement by Lender to (1) any government entity that regulates Lender; (2) any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first-lien or subordinate-lien (if applicable) mortgage loan(s); (3) companies that perform support services for the FHA and (4) any HUD-certified housing counseling agency.
- M.** If any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with Lender's request to execute, acknowledge, initial, and deliver to Lender any documentation Lender deems necessary. If the original promissory note is replaced, Lender hereby indemnifies me against any loss associated with a demand on the original note. All documents that Lender requests of me under this Section shall be referred to as the "Documents." I will deliver the Documents within ten days after I receive Lender's written request for such replacement.



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

(Signatures must be signed exactly as printed, original signature required, no photocopies accepted)


Kimberly Birl  
 \*Kimberly Birl

Married to Brian Birl

(Must Be Signed Exactly As Printed)

08/22/2016

MM/DD/YYYY

[Space below this line for Acknowledgement]

STATE OF AlabamaCOUNTY OF Shelby

On the 22 day of August in the year 2016 before me, the undersigned, a Notary Public, personally appeared Kimberly Birl, 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 or entity acted, executed the instrument.

WITNESS my hand and official seal.

Jayesh M. Patel  
Jayesh M. Patel

Notary Signature

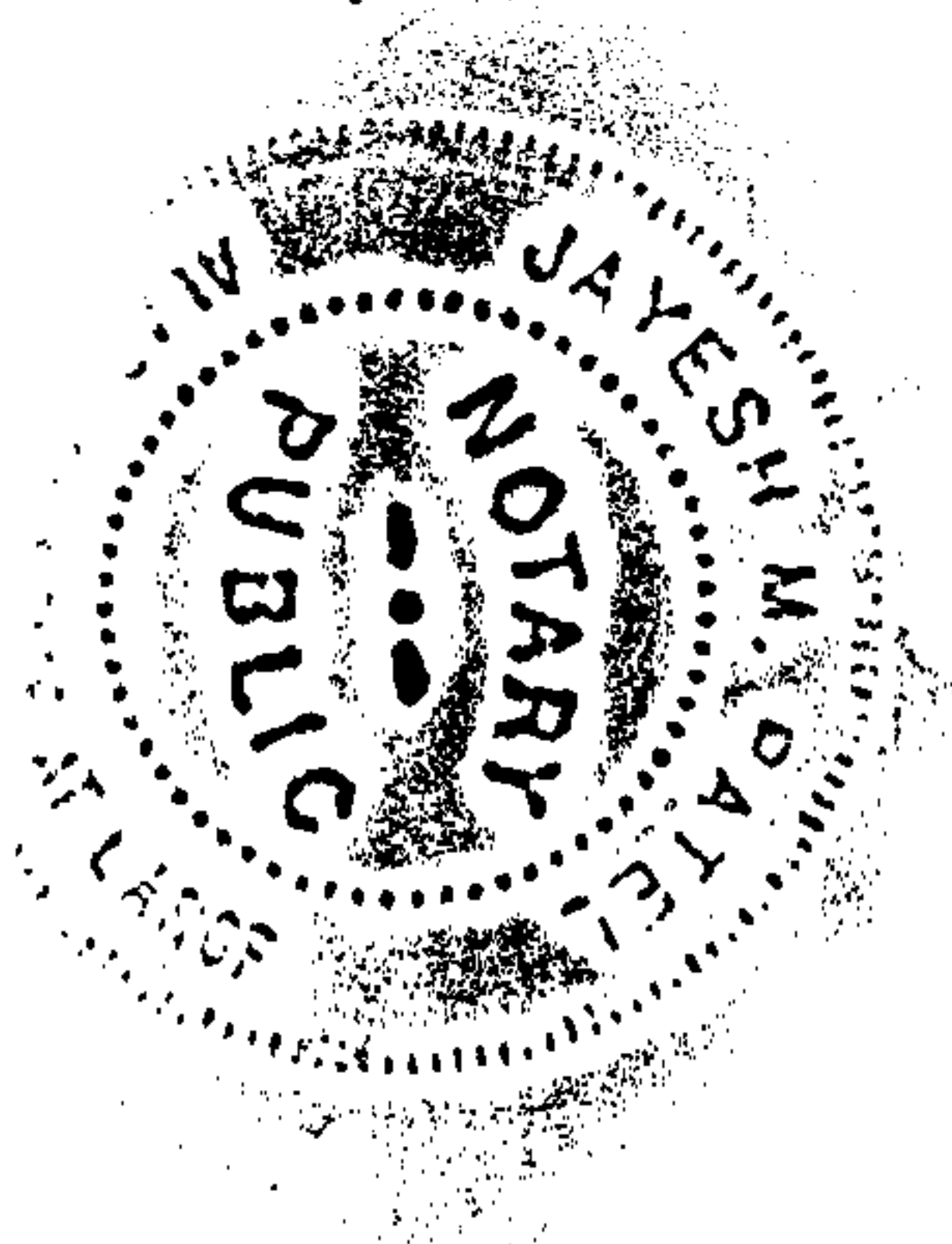
Notary Public Printed Name

Dec 17, 2016

Notary Public Commission

Expiration Date

(Please ensure seal does not overlap any language or print)



Jayesh M. Patel  
 Notary Public State of AL  
 My Comm. Expires Dec. 17, 2016





DO NOT WRITE BELOW THIS LINE.

\*\*\*\*\*

THIS SECTION IS FOR INTERNAL USE ONLY

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: \_\_\_\_\_  
Name: **Susan Thao**  
Title: **ASSISTANT SECRETARY**

SEP 07 2016

Date

\_\_\_\_\_[Space below this line for Acknowledgement]\_\_\_\_\_

STATE OF COLORADO  
COUNTY OF BROOMFIELD

On 7 day of Sept in the year 2016 before me, Laura J Dunnell  
Notary Public, personally appeared **Susan Thao**  
Assistant Secretary of Urban Settlement Services, LLC., attorney in fact for Bank of  
America, N.A., 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 entity upon behalf of which the person(s) acted, executed the instrument.  
WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Signature  
Laura J Dunnell  
Notary Public Printed Name  
JAN 13 2019  
Notary Public Commission  
Expiration Date

(Please ensure seal does not overlap any language or print)

LAURA J DUNNELL  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154001613  
COMMISSION EXPIRES JAN. 13, 2019

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EXHIBIT "A"  
LEGAL DESCRIPTION

Lot 57, according to the survey of the Reserve at Timberline, as recorded in Map Book 34, Page 117 A, B, C, and D,  
in the Probate Office of Shelby County, Alabama.  
Situated in Shelby County, Alabama.



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
09/12/2016 01:05:00 PM  
\$315.30 CHERRY  
20160912000330510

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the printed name of the Probate Judge.