

20161013000376610  
10/13/2016 02:02:00 PM  
MORTAMEN 1/8

After Recording Return To:  
CoreLogic SolEx  
1637 NW 136th Avenue Suite G-100  
Sunrise, FL 33323

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

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Original Recording Date: May 24, 2013 Loan No: 623773314  
Original Loan Amount: \$137,260.00 FHA Case Number: 011-7685502-703  
New Money: \$4,532.59 MIN Number: 100073000870980679

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 26th day of May, 2015, between TONI OYER, HUSBAND and CHRISTOPHER OYER, WIFE whose address is 104 VICTORIA STA, MAYLENE, AL 35114 ("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"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated May 13, 2013 and recorded in Mortgage Book N/A, Page N/A, Instrument No: 20130524000215310 and recorded on May 24, 2013, 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

104 VICTORIA STA, MAYLENE, AL 35114,  
(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 June 1, 2015, the amount payable under the Note and the Security Instrument (the "Unpaid



Principal Balance") is U.S. \$138,343.29, 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 3.000%, from June 1, 2015. Borrower promises to make monthly payments of principal and interest of U.S. \$583.26, beginning on the 1st day of July, 2015, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on June 1, 2045 (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.

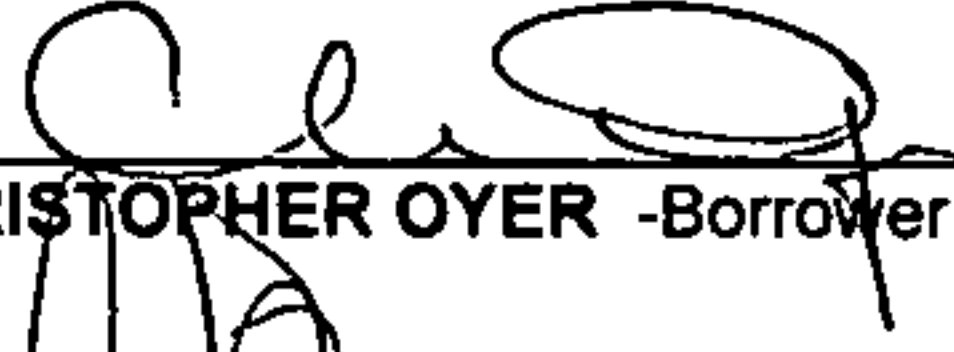


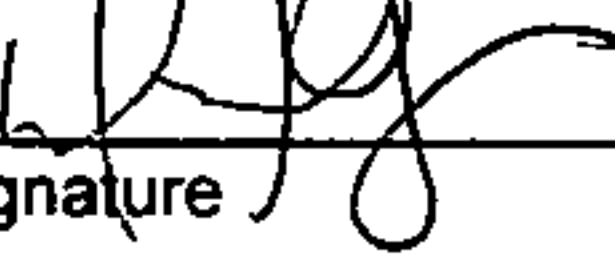
7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
8. This Agreement modifies 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 \$133,810.70. The principal balance secured by the existing security instrument as a result of this Agreement is \$138,343.29, which amount represents the excess of the unpaid principal balance of this original obligation.


**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).**



  
\_\_\_\_\_  
TONI OYER -Borrower (Seal)

  
\_\_\_\_\_  
CHRISTOPHER OYER -Borrower (Seal)

  
\_\_\_\_\_  
Signature -Witness  
MARK OYER  
\_\_\_\_\_  
Print Name -Witness

  
\_\_\_\_\_  
Signature -Witness  
JAMES GARY  
\_\_\_\_\_  
Print Name -Witness

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

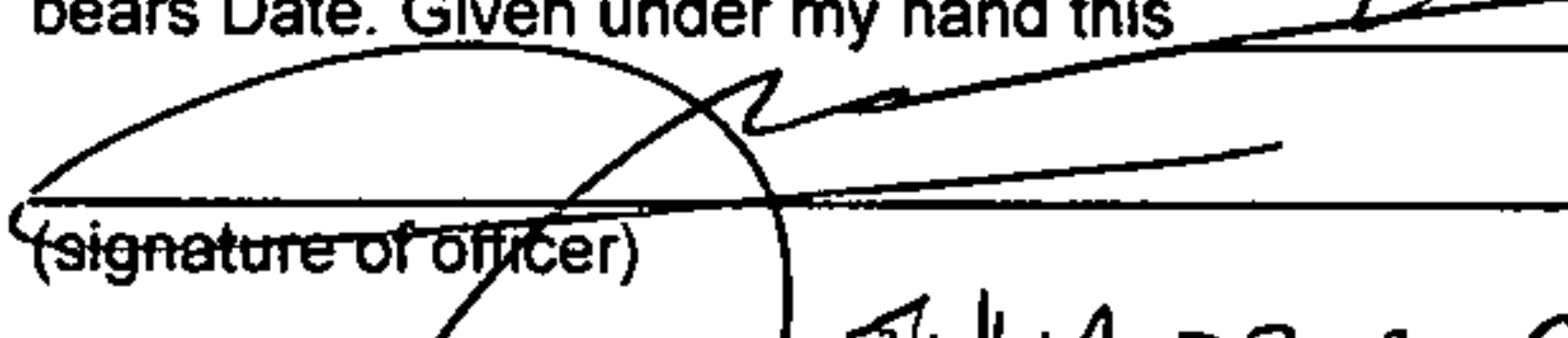
State of Alabama

County of SHELBY

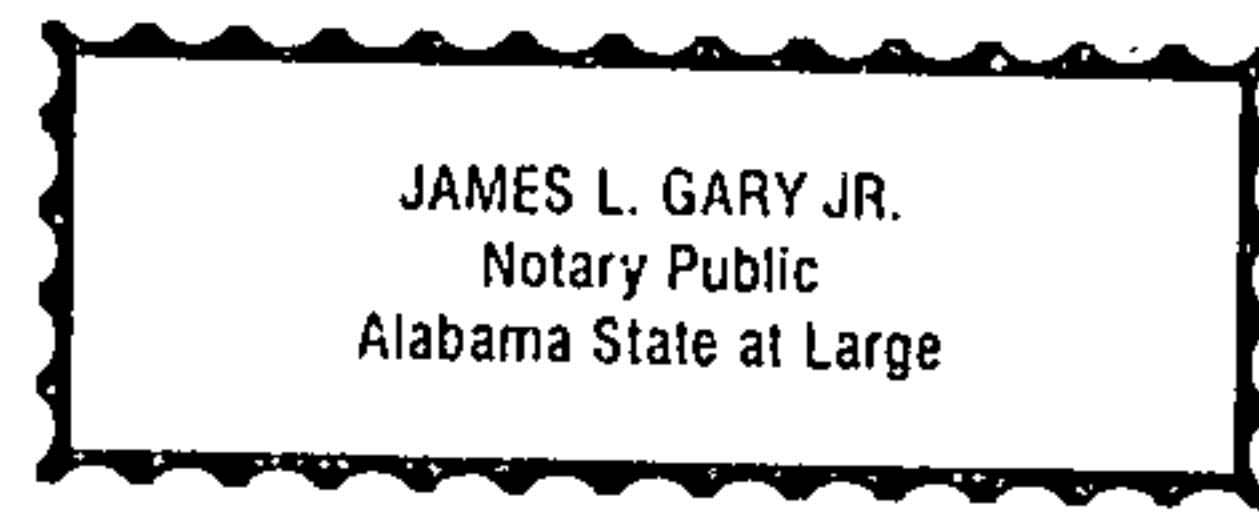
I, JAMES GARY Notary Public, hereby certify that  
(please print name)

TONI OYER and CHRISTOPHER OYER, 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 2<sup>nd</sup> day of SEPTEMBER, A. D. 2016

  
(signature of officer)

My commission expires: JULY 22, 2019



NATIONSTAR MORTGAGE LLC

By: Paige Baudin (Seal) - Lender

Name: Paige Baudin

Title: Assistant Secretary

9-21-16

Date of Lender's Signature

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The State of TX

County of Dallas

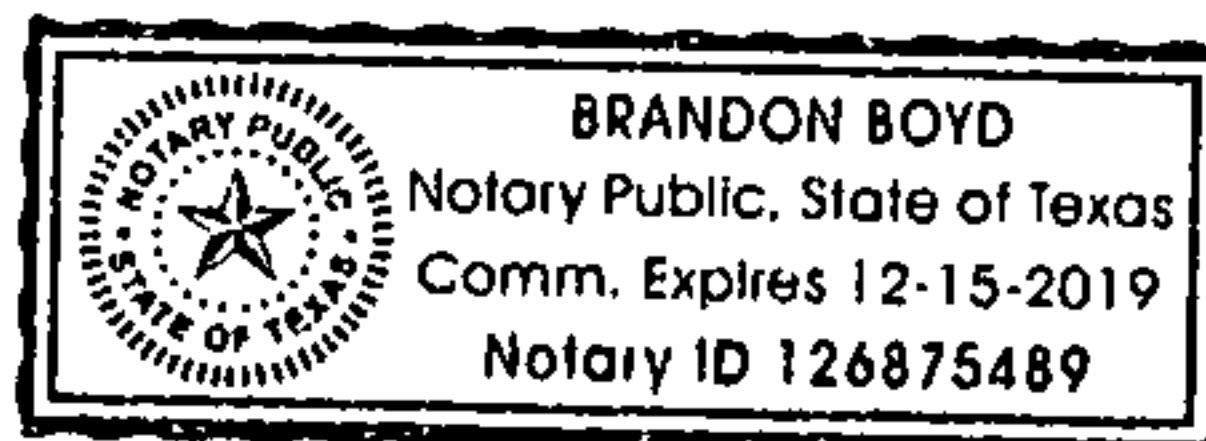
Before me Brandon Boyd Notary Public (name/title of officer) on this day  
personally appeared Paige Baudin the Assistant Secretary of Nationstar  
Mortgage LLC, known to me (or proved to me on the oath of Brandon Boyd or through  
(description of identity card or other document)) to be the  
person 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 21<sup>st</sup> day of September, A.D., 2016.

Brandon Boyd  
Signature of Officer

Notary Public  
Title of Officer

My Commission expires : 12-15-2019



Paige Baudin Paige Baudin 9-21-16  
Mortgage Electronic Registration Systems, Inc - Notary for Lender

Title: Assistant Secretary

[Space Below This Line For Acknowledgments]

The State of TX  
County of Dallas

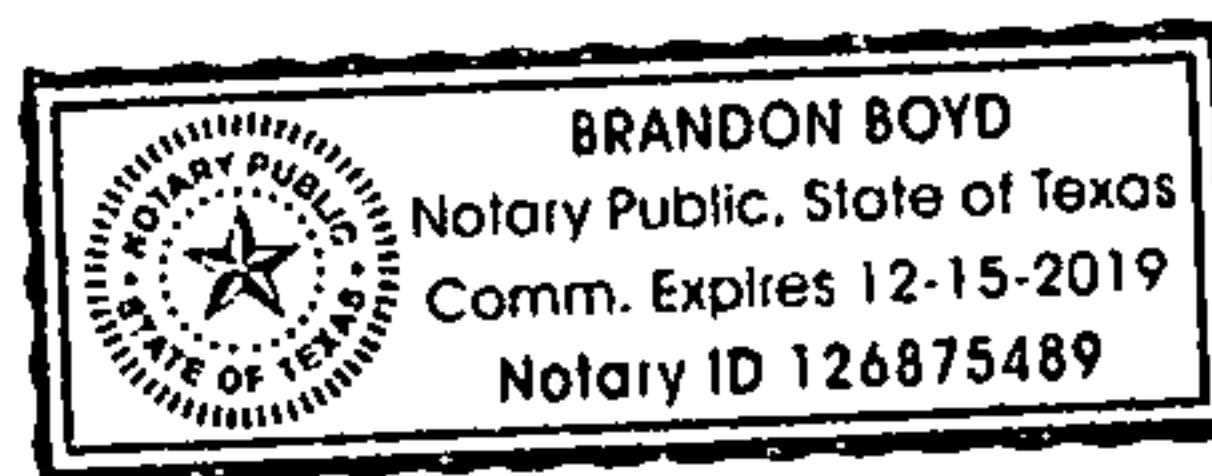
Before me Brandon Boyd /Notary Public (name/title of officer) on this day  
personally appeared Paige Baudin, the Assistant Secretary of Mortgage  
Electronic Registration Systems, Inc., known to me (or proved to me on the oath of  
or through \_\_\_\_\_ (description of identity card or other document)) 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 21<sup>st</sup> day of September, A.D., 2016.

Brandon Boyd  
Signature of Officer

Notary Public  
Title of Officer

My Commission expires : 12-15-2019



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7/8

**Exhibit "A"**

Loan Number: 623773314

Property Address: 104 VICTORIA STA, MAYLENE, AL 35114

**Legal Description:**

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA: LOT 3, ACCORDING TO THE SURVEY OF MAP OF CEDAR GROVE, STERLING GATE, SECTOR 2, PHASE 1, AS RECORDED IN MAP BOOK 25, PAGE 52, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.



Exhibit A Legal Description Attachment 11/12



Page 1 of 1



HELP FOR AMERICA'S HOMEOWNERS.



### Dodd-Frank Certification

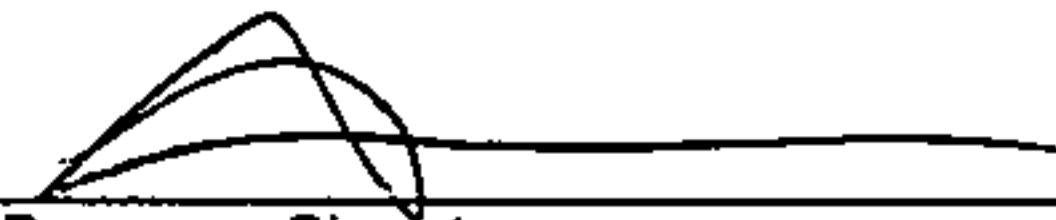
The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). **You are required to furnish this information.** The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 *et seq.*), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud, or forgery, (B) money laundering or (C) tax evasion.

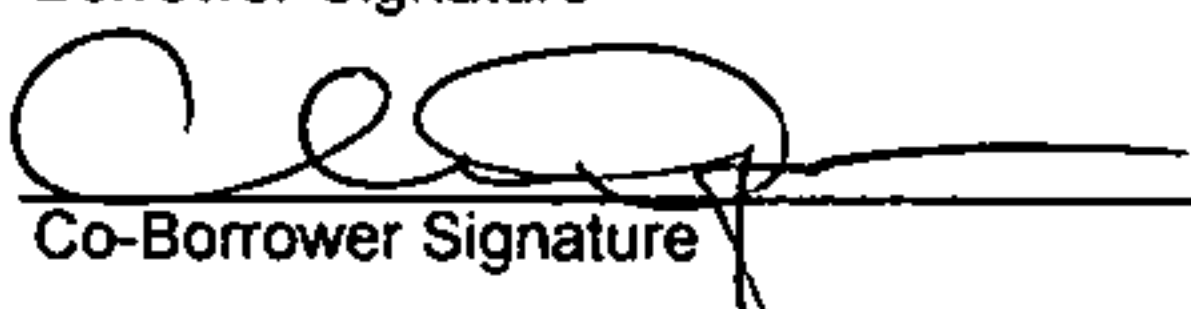
I/we certify under penalty of perjury that I/we have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

- (a) felony larceny, theft, fraud, or forgery,
- (b) money laundering or
- (c) tax evasion.

I/we understand that the servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law.

This Certificate is effective on the earlier of the date listed below or the date received by your servicer.

  
Borrower Signature

  
Co-Borrower Signature

9/2/16  
Date

9/2/16  
Date



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
10/13/2016 02:02:00 PM  
\$243.60 CHERRY  
20161013000376610

