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MORTAMEN 1/5

This Document Prepared By:
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321 RESEARCH PARKWAY, SUITE 303
MERIDEN, CT 06450
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When Recorded Mail To:
PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE 303
MERIDEN, CT 06450

Source of Title:

Tax/Parcel #: 23 7 26 0 010 013.000

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Original Principal Amount: \$131,572.00 **FHA/VA/RHS Case No.:011-6372669 703**
Unpaid Principal Amount: \$114,665.23 **Loan No: 0502613620**
New Principal Amount: \$121,651.89
Capitalization Amount: \$6,986.66

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 17TH day of JANUARY, 2017, between **KATRINA M WISEMAN A/K/A KATRINA MONET WEATHERFORD AND JARED A. WEATHERFORD A/K/A JARED ADAM FORSYTHE, KAYSIE WEATHERFORD HUSBAND AND WIFE ("Borrower")**, whose address is **209 FOREST VILLAGE LANE, ALABASTER, ALABAMA 35007** and **PLANET HOME LENDING, LLC ("Lender")**, whose address is **321 RESEARCH PARKWAY, SUITE 303, MERIDEN, CT 06450** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **MAY 22, 2009** and recorded on **MAY 27, 2009** in **INSTRUMENT NO. 20090527000198790, SHELBY COUNTY, ALABAMA**, and (2) the Note, in the original principal amount of U.S. **\$131,572.00**, 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

209 FOREST VILLAGE LANE, ALABASTER, ALABAMA 35007

the real property described is located in **SHELBY COUNTY, ALABAMA** and being set forth as follows:

LOT 13, ACCORDING TO THE FINAL PLAT OF PARK FOREST VILLAGE TOWNHOMES, AS RECORDED IN MAP BOOK 31, PAGE 51, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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, **FEBRUARY 1, 2017** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$121,651.89**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$6,986.66** 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 **3.7500%**, from **FEBRUARY 1, 2017**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$563.39**, beginning on the **1ST** day of **MARCH, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 1, 2047** (the "Maturity Date"), the 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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.

In Witness Whereof, I have executed this Agreement.

Katrina M Wiseman A/K/A Katrina Monet Weatherford
Borrower: KATRINA M WISEMAN A/K/A KATRINA MONET
WEATHERFORD

2/2/17
Date

Jared A Weatherford A/K/A Jared Adam Forsythe
Borrower: JARED A. WEATHERFORD A/K/A JARED ADAM
FORSYTHE

2-2-17
Date

Kaysie Weatherford
Borrower: KAYSIE WEATHERFORD *signing solely to acknowledge this Agreement, but not to
incur any personal liability for the debt

2/2/17
Date

Borrower:

Date

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BORROWER ACKNOWLEDGMENT

The State of ALABAMA)
Jefferson County)

I, a Notary Public, hereby certify that KATRINA M WISEMAN A/K/A KATRINA MONET
WEATHERFORD AND JARED A. WEATHERFORD
A/K/A JARED ADAM FORSYTHE, KAYSIE WEATHERFORD HUSBAND AND WIFE whose name
is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on
this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on
the day the same bears date.

Given under my hand this 2nd day of February 2017.

Donna Ann Fox
Notary Public

Print Name Donna Ann Fox

My commission expires: Dec-14-2020



In Witness Whereof, the Lender have executed this Agreement.

PLANET HOME LENDING, LLC

By Thomas M. O'Connell
Vice President

(print name)
(title)

2/6/17
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

The State of CT
New Haven County

I, Matthew B. Douty, a notary public in and for said County in said State, hereby certify that THOMAS M. O'CONNELL whose name as VICE PRESIDENT of the PLANET HOME LENDING, LLC, a company, is signed to the foregoing instrument or conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this the 6th day of February, 2017.

[Signature]
Notary Public

Printed Name: _____

My commission expires: _____



[Signature]