

Mortgage Services Loan Number: 7073406451

Prepared by: Kernasa Francost

Renard Foxworth

Prepared at:
Mortgage Services
4001 Leadenhall Road
Mt. Laurel, NJ 08054
(877)766-8244

This document is dated:  $\frac{2/05/00}{}$ 

ORIGINAL

County Recorder,
Record and return to:
Mortgage Services
4001 Leadenhall Rd.
Mt. Laurel, NJ 08054
Attn: Document Control

## LOAN MODIFICATION AGREEMENT

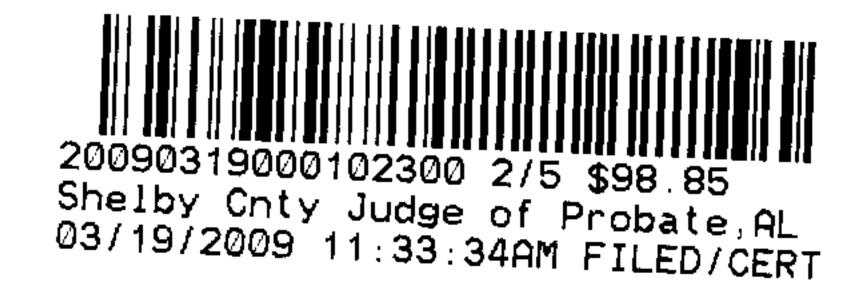
Three Original Loan Modification Agreements must be executed by the Borrower One Original is to be filed with the note and one Original is to be recorded in the Land Records where the Security Instrument is recorded

This Loan Modification Agreement ("Agreement"), between \*HAROLD L. BELYEU SR and SHARON W.

BELYEU ("Borrower(s)") and Merrill Lynch (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated 05/29/1998 securing the original principal sum of \$800,000.00 of the County of the County of 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 as the "Property", located at 5228 GREYSTONE WAY, HOOVER, AL 35242 the real property described being set forth as follows: MOCHUCL ICCOMM 6/3/1998, Instrument #199806030004844.

LEGAL DESCRIPTION: See Attached \*Husband & Wife

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 the First day of February 2009, the amount payable under the Note and the Security Instrument (the "Unpaid "Principal Balance") is U.S. \$849,888.34 gonsisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date July 10 Hours by 14,886.34 https://doi.org/10.1001/

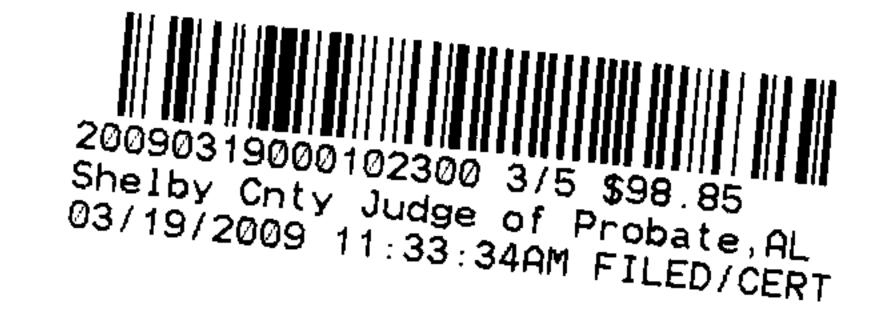
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.375%, beginning on the First day of February 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$6,239.16 beginning on the First day of March 2009 and continuing thereafter on same day of each succeeding month until principal and interest are paid in full. If on 06/01/2023 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at 4001 Leadenhall Road Mt. Laurel, NJ 08054 or at such other place as the Lender may require.

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, at its option, 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 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

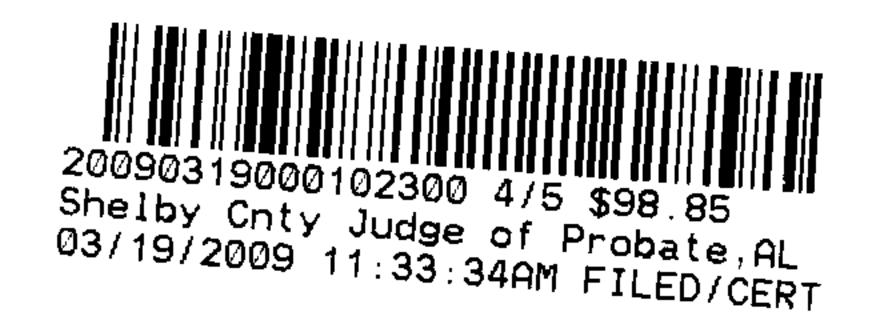


- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
- 5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note or Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof as appended by this Agreement.

the Note and Security Instrumer	nt will remain unchanged, and the Borrower at	nd Lender v
by, and comply with, all of the t	terms and provisions thereof, as appended by the	his Agreeme
	11.1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/	. (~
My (Seal)	AT and I forew	(Seal)
Steven Brycks -Witness	MAROLD L. BELYEU SR	-Borrower
	(Must Sign In Black Ink Only)	
KANT DOUT	11 8 1/10	
(Seal)	Maron Willellen	(Seal)
Enni Scott-Witness	SHARON W. BELYEU	-Borrower
Jenni Scott	(Must Sign In Black Ink Only)	

STATE OF: AL COUNTY OF: Shelby

Be it remembered, that on this \( \sum\_{\text{day}} \) day of \( \sum\_{\text{long}} \) in the year of Our Lord two thousand and nine (2009) before me, the subscriber a NOTARY PUBLIC, personally appeared HAROLD L. BELYEU SR and SHARON W. BELYEU who I am satisfied is/are the person(s) who signed the within instrument, and I acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed. All of which is hereby certified.



Loan Modification Agreement-Single FamilyFannie Mae/Freddie Mac Uniform Instrument
[Space Below This Line For Acknowledgments]

Merrill Lynch

Marc J. Hinkle, Vice President

STATE OF: NJ

COUNTY OF: Burlington

On this day of March 2009 before me, Diana L. Erlston Notary Public, Marc J. Hinkle Vice President of CORPORATION, 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 be 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 the entity upon behalf of which the person(s) acted, executed the instrument.

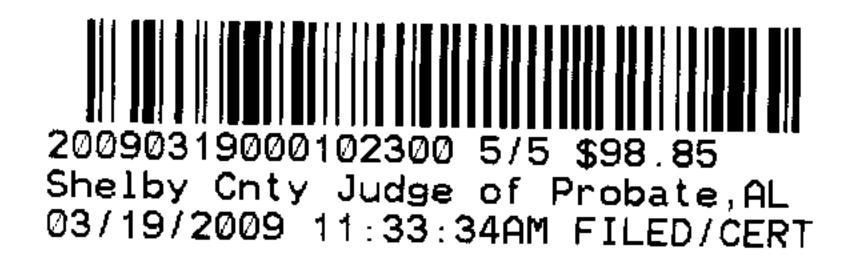
WITNESS my hand and official seal.

Signature

Must Sign In Black Ink Only)

DIANA L. ERLSTON

NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES: 07/31/2011



## LEGAL DESCRIPTION

7073406451

LOT 7, ACCORDING TO THE SURVEY OF GREYSTONE, 9<sup>TH</sup> SECTOR, AS RECORDED IN MAP BOOK 21, PAGE 143, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.