

This Document Prepared By:

Individual's Title/Name:

PAT KAIGHN

Individual's Address:

PHH MORTGAGE CORPORATION FKA CENDANT MORTGAGE CORPORATION

ONE MORTGAGE WAY

MOUNT LAUREL, NEW JERSEY 08054

When Recorded Mail To:

MORTGAGE SERVICES

PO BOX 5449

MOUNT LAUREL, NEW JERSEY 08054

Mailstop: DC

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Original Recorded Date: MAY 21, 2004
Original Principal Amount: \$ 226,980.00

Loan No. 0027192376
MERS MIN 100020000271923769

LOAN MODIFICATION AGREEMENT

(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **1ST** day of **OCTOBER, 2010**,
between **ANDRE B MURVRAY, HUSBAND AND VIVIAN D MARVRAY, WIFE**

("Borrower") and **PHH MORTGAGE CORPORATION FKA CENDANT MORTGAGE CORPORATION**

AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("Lender"),
amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and
Timely Payment Rewards Rider, if any, dated **MAY 14, 2004** and recorded in
Instrument No. 20040521000269020,
of the **Official** Records of **SHELBY COUNTY, ALABAMA**, and (2)

(Name of Records)

(County and State, or other jurisdiction)

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
4020 CROSSING LAND, BIRMINGHAM, ALABAMA 35242,

(Property Address)

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Form 3162 6/06 (rev. 01/09)

CoreLogic Document Services

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CoreLogic, Inc.

CLDS# FM3162 Rev. 07-27-10

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 **OCTOBER 1, 2010**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **239,520.01** consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 for the first three years at the yearly rate of **2.000 %** from **OCTOBER 1, 2010**, and Borrower promises to pay monthly payments of principal and interest in the amount of \$ **1,059.36** beginning on the **1ST** day of **NOVEMBER, 2010**. During the fourth year, interest will be charged at the yearly rate of **3.000 %** from **OCTOBER 1, 2013**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **1,164.59** beginning on the **1ST** day of **NOVEMBER, 2013**. During the fifth year, interest will be charged at the yearly rate of **4.000 %** from **OCTOBER 1, 2014**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **1,270.85** beginning on the **1ST** day of **NOVEMBER, 2014**. During the sixth year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of **5.000 %**, from **OCTOBER 1, 2015**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **1,377.47** beginning on the **1ST** day of **NOVEMBER, 2015** and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JUNE 01, 2034**, (the "Maturity Date"), Borrower still owes amounts under the Note and 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.

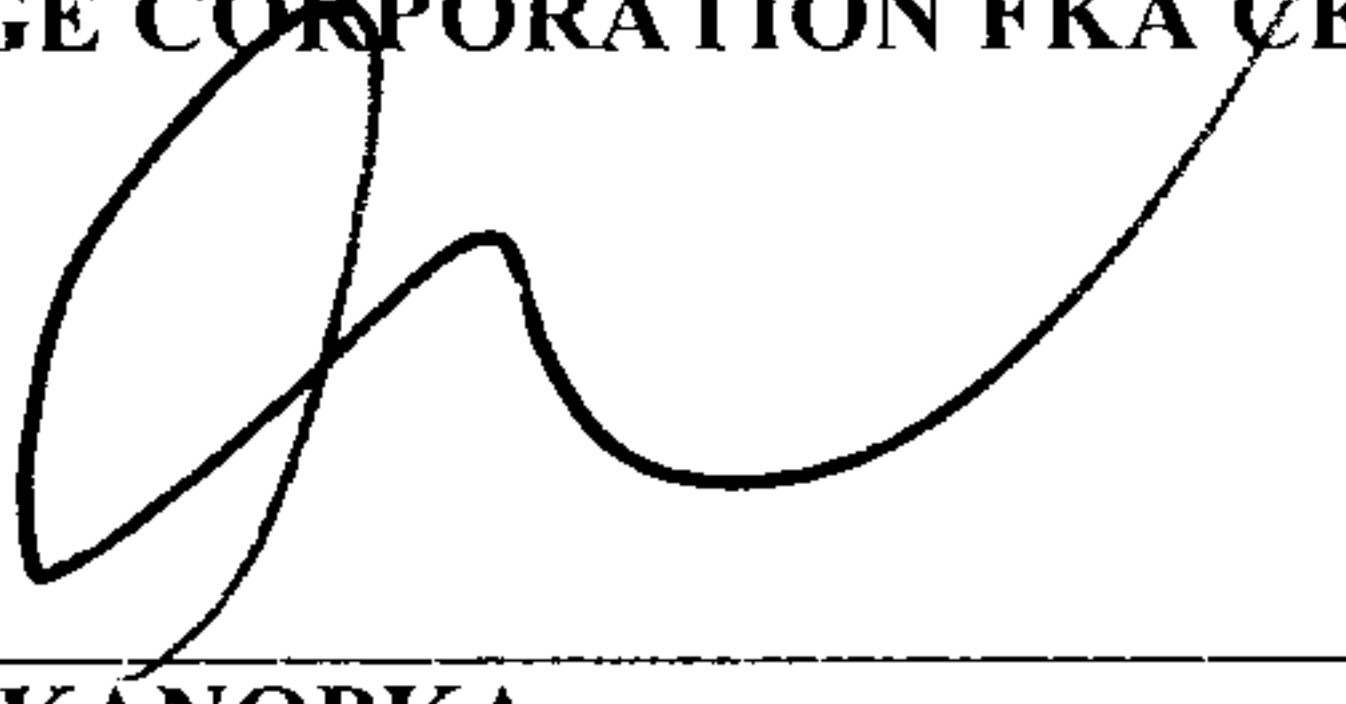


4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider or Timely Payment Rewards Rider, where applicable, 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. Borrower understands and agrees that:
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - (c) 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.
 - (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required 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.




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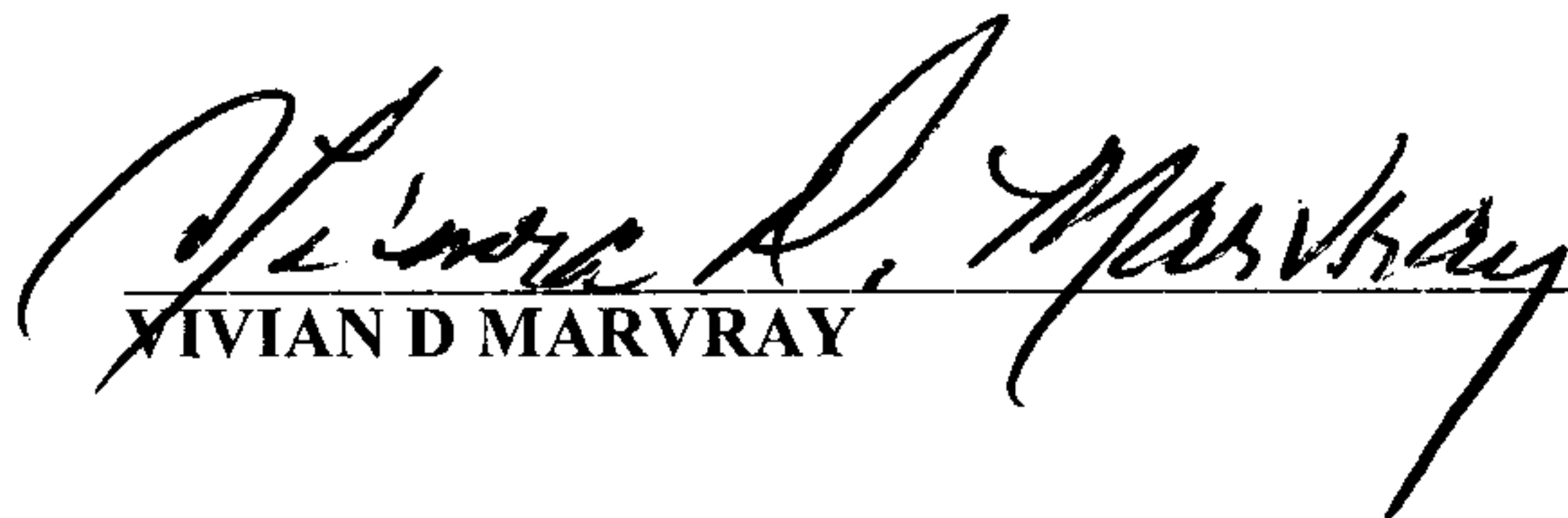
6. This Agreement modifies an obligation secured by an existing security instrument recorded in SHELBY County, ALABAMA, upon which all recordation taxes have been paid. As of the date of this Agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$ 223,804.81. The principal balance secured by the existing security instrument as a result of this Agreement is \$ 239,520.01, which amount represents the excess of the unpaid principal balance of this original obligation.
PHH MORTGAGE CORPORATION FKA CENDANT MORTGAGE CORPORATION



Name: ANDREA KANOPKA (Seal)
Its: ASSISTANT VICE PRESIDENT - Lender



ANDRE B MURVRAY (Seal)
- Borrower



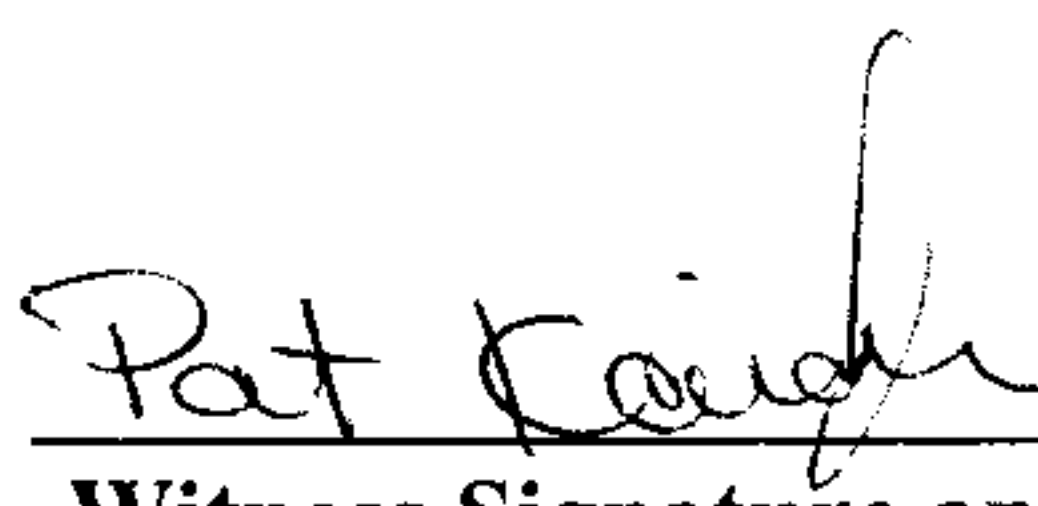
VIVIAN D MARVRAY (Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower



-Witness Signature and Printed Name Pat Kaighn



-Witness Signature and Printed Name ALLEN C. RUSSELL

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[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

The State of ALABAMA)
County)

I, _____ hereby certify that _____
ANDRE B MURVRAY, HUSBAND AND VIVIAN D MARVRAY, WIFE

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 10 day of September, 2010.

Cleen L. Runner
(Style of Officer)

LENDER ACKNOWLEDGMENT

The State of NJ)
Burlington County)

I, Candace Gallardo, a notary public in and for said County in said State, hereby certify that ANDREA KANOPKA whose name as ASSISTANT VICE PRESIDENT of the _____,

a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 20 day of September, 2010.

Candace Gallardo
(Style of Officer)

Candace Gallardo
Notary Public of New Jersey
My Commission Expires March 10, 2013

EXHIBIT A


BORROWER(S): ANDRE B MURVRAY, HUSBAND AND VIVIAN D MARVRAY, WIFE

LOAN NUMBER: 0027192376

LEGAL DESCRIPTION:

**LOT 51, ACCORDING TO THE SURVEY OF PHASE FOUR CALDWELL CROSSINGS 2ND
SECTOR, AS RECORDED IN MAP BOOK 32, PAGE 7, IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA. PARCEL #: 10-2-03-0-001-064.001**

ALSO KNOWN AS: 4020 CROSSING LAND, BIRMINGHAM, ALABAMA 35242


20100928000318510 6/6 \$28.00
Shelby Cnty Judge of Probate, AL
09/28/2010 10:15:29 AM FILED/CERT