

This Document Prepared By:

Individual's Title/Name:

IRENE PERRY

Individual's Address:

**FLAGSTAR BANK, FSB
5151 CORPORATE DRIVE
TROY, MI 48098**

When recorded mail to: #:6297141

First American Title

Loss Mitigation Title Services 449.6

P.O. Box 27670

Santa Ana, CA 92799

RE: FULMER - PROPERTY REPORT

Source of Title:

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Original Recorded Date: NOVEMBER 4, 2008

Original Principal Amount: \$ 154,163.00

Loan No. 502290639

FHA/VA Case No. 011-6071582

MERS MIN 100270400000553506

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **1ST** day of **MARCH, 2011**,
between **SCOTT FULMER AND STEPHANIE FULMER, HUSBAND AND WIFE**

("Borrower"), and **FLAGSTAR BANK, FSB**

("Lender"), and **Mortgage Electronic
Registration Systems, Inc. ("MERS") ("Mortgagee")** (solely as nominee for Lender and Lender's successors
and assigns), P.O. Box 2026, Flint, Michigan 48501-2026, Tel. (888) 679-MERS, amends and supplements (1)
the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **OCTOBER 30, 2008**
and recorded in **Instrument No. 20081104000427300**,
of the **Official** Records of **SHELBY COUNTY, ALABAMA**, 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, ALABAMA 35114

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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 **MARCH 1, 2011**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **163,929.51**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$ **12,358.37** 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 **5.000** %, from **MARCH 1, 2011**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **880.01**, beginning on the **1ST** day of **APRIL, 2011**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MARCH 01, 2041** (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 it 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.

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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.

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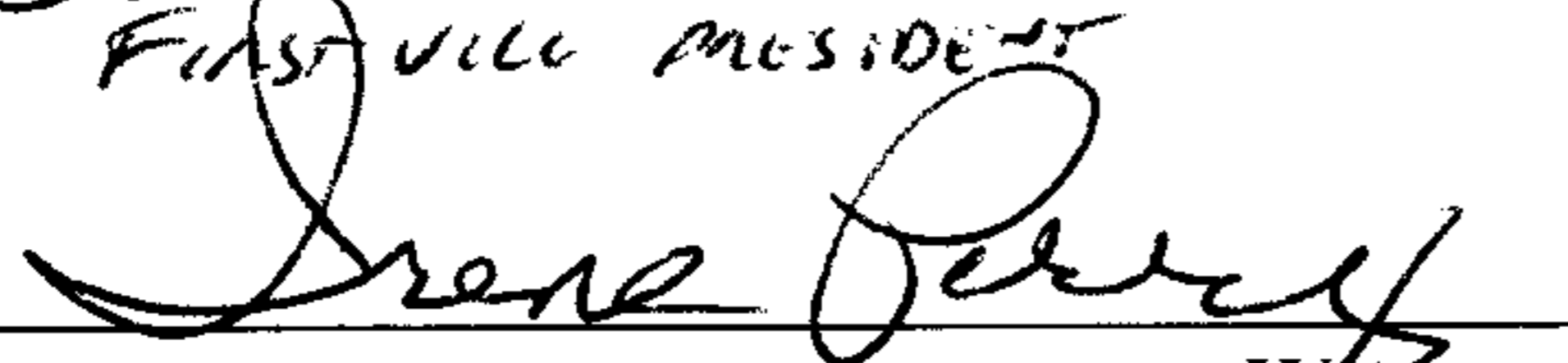
CLDS# HUD-MODM-3 Rev. 02-21-11


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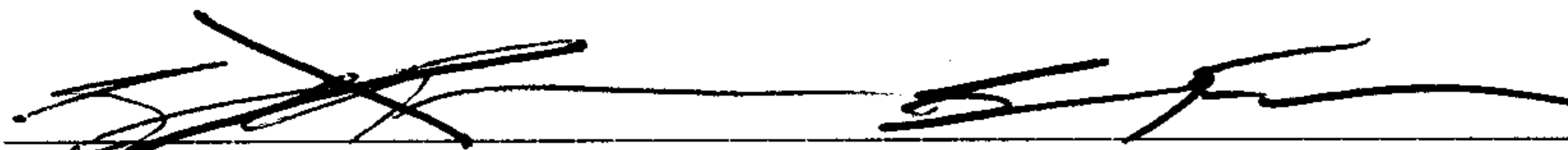
502290639


FLAGSTAR BANK, FSB


Name: JOHN MATTHEWS (Seal)
Its: FIRST VILLAGE PRESIDENT - Lender


IRENE PERRY - Witness
-Witness - Printed Name


ADAM CLASER - Witness
-Witness - Printed Name

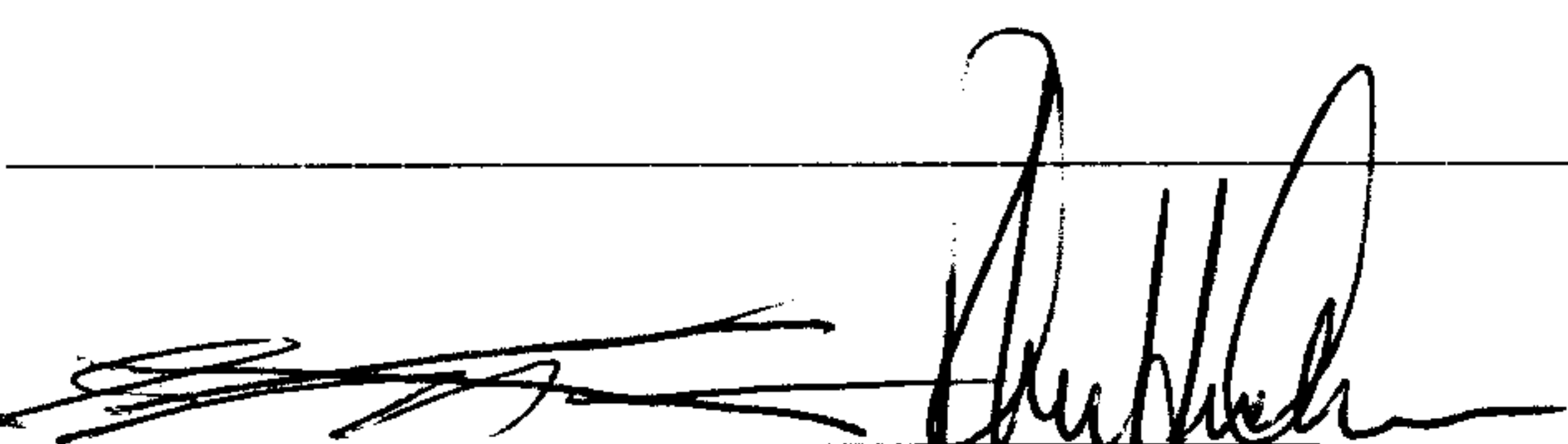

SCOTT FULMER (Seal)
- Borrower



STEPHANIE FULMER (Seal)
- Borrower

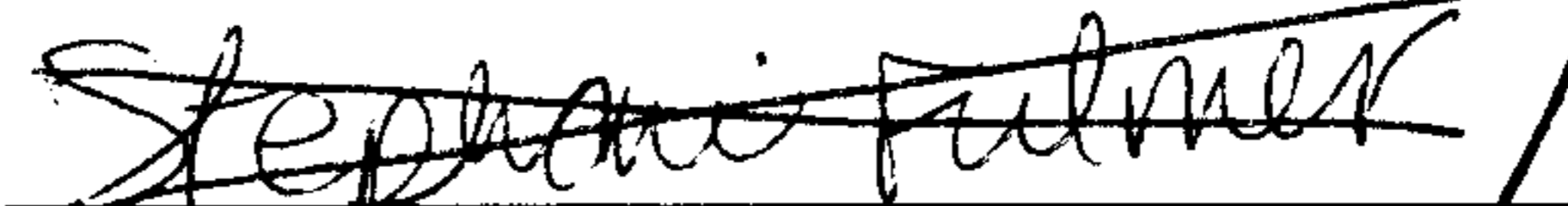
(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower


RHEA HENDERSON (Seal)
- Borrower


SCOTT E. FULMER - Witness
-Witness - Printed Name


STEPHANIE FULMER - Witness
-Witness - Printed Name

HUD MODIFICATION AGREEMENT

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[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

The State of ALABAMA

County Shelby

I Abigail W. Bailey hereby certify that SCOTT FULMER AND STEPHANIE FULMER

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 15th day of April, 2011.

Style of Officer



Abigail W. Bailey
Alabama State at Large
My Commission Expires
October 23, 2013

LENDER ACKNOWLEDGMENT

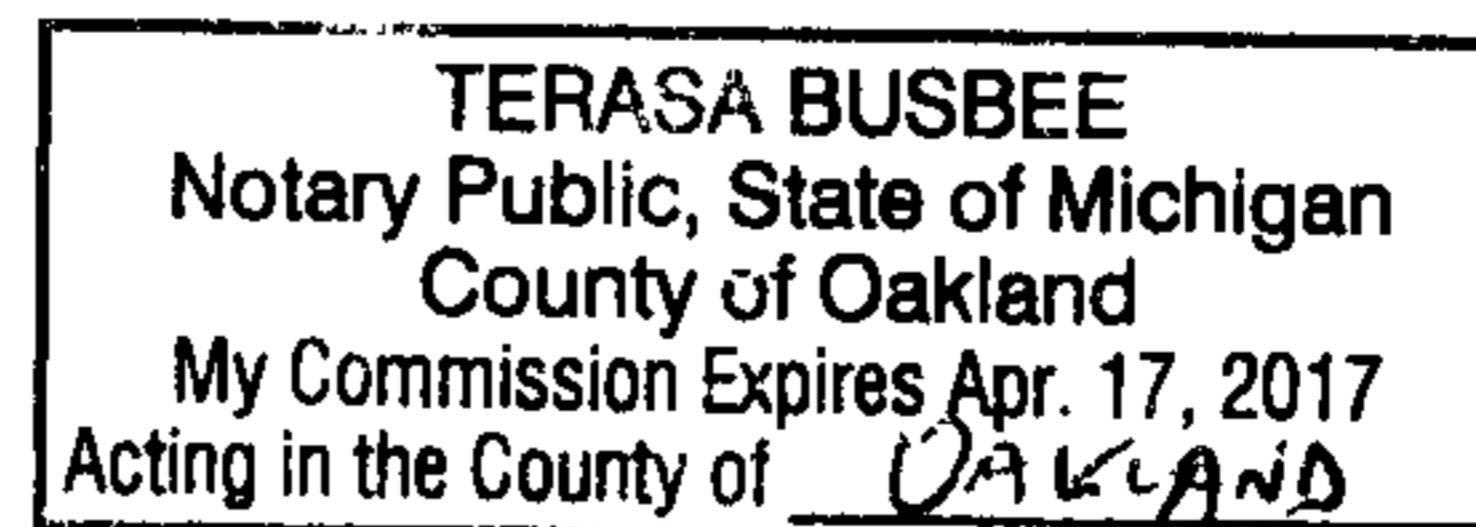
The State of MICHIGAN
County OAKLAND

I TERASA BUSBEE, a NOTARY in and for said County in said State, hereby certify that JOHN MATTHEWS whose name as FIRST VICE PRESIDENT of the FLAUSTAN BANK, FSB

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 21st day of April, 2011.

Style of Officer



HUD MODIFICATION AGREEMENT

CoreLogic Document Services

CoreLogic, Inc.

CLDS# ALHUD-MODM-5 Rev. 10-19-10

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ALABAMA



20110623000183800 6/7 \$276.00
Shelby Cnty Judge of Probate, AL
06/23/2011 01:24:37 PM FILED/CERT

502290639

Mortgage Electronic Registration Systems, Inc.


Jeffrey Robinson, FSB
Vice President

-Mortgagee

The State of MICHIGAN)
County OAKLAND)

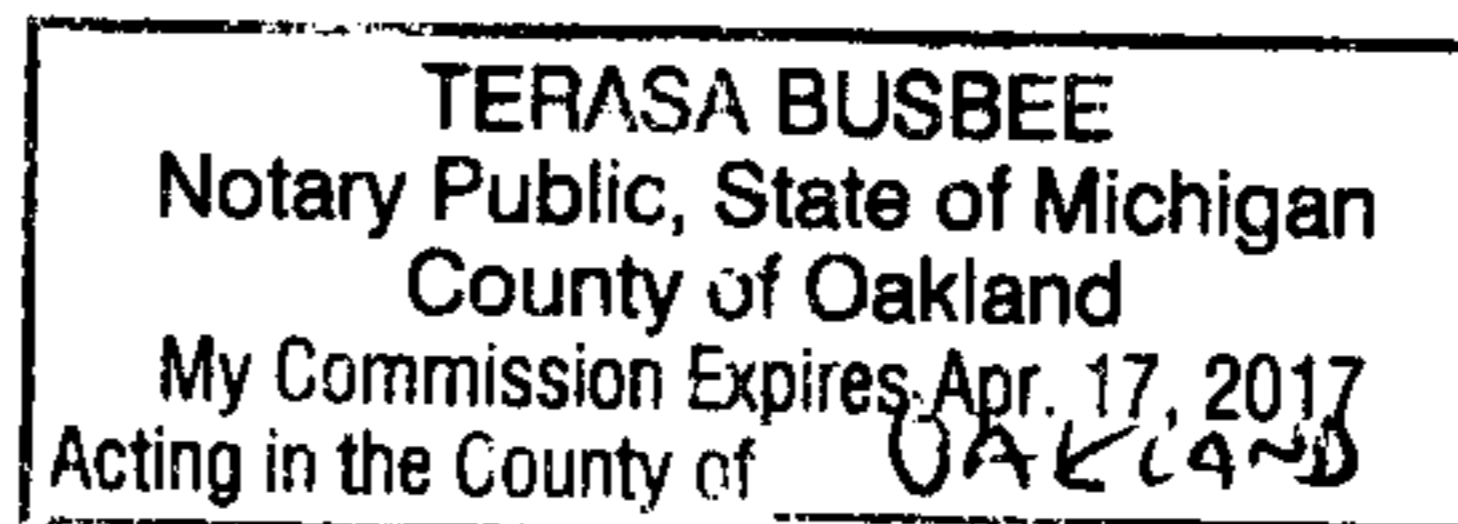
I TERESA BUSBEE, a NOTARY in and for said County in said State,
hereby certify that JEFFREY ROBINSON
whose name as VICE PRESIDENT of the
MERS INC.

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 21st day of April, 2011.



Notary of Officer





20110623000183800 7/7 \$276.00
Shelby Cnty Judge of Probate, AL
06/23/2011 01:24:37 PM FILED/CERT

EXHIBIT A

Lot 3 according to the Survey of Map of Cedar Grove, Sterling Gate,
Sector 2, Phase I, as recorded in Map Book 25, page 52, in the
Probate Office of Shelby County, Alabama.