
20111027000321500 1/9 \$271.50
Shelby Cnty Judge of Probate, AL
10/27/2011 12:25:57 PM FILED/CERT

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LOAN MODIFICATION AGREEMENT

STATE: AL
COUNTY: SHELBY

GRANTOR(S): SHANE COLLINGS AND SHANNON COLLINGS

GRANTEE: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC

When recorded mail to:

First American Title
Loss Mitigation Title Services-LMTS
P.O. Box 27670
Santa Ana, CA 92799
Attn: LMTS

TITLE#: 6784345

When recorded mail to: #:6784345

First American Title
Loss Mitigation Title Services 1806.10
P.O. Box 27670
Santa Ana, CA 92799
RE: COLLINGS - MOD REC SVC

63368

20111027000321500 2/9 \$271.50
Shelby Cnty Judge of Probate, AL
10/27/2011 12:25:57 PM FILED/CERT

Loan # 2004198140

LOAN MODIFICATION AGREEMENT
(PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)

This Loan Modification Agreement ("Agreement"), made 04/25/11, between SHANE COLLINGS and SHANNON COLLINGS. Married ("Borrower") residing at 142 PEBBLE LN, ALABASTER, AL, 35007-6532 and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. by assignment as Mortgagee of record (solely as nominee for Lender and Lender's successors and assigns) ("Lender") having offices at 1000 Technology Dr, MS 420, Ofallon MO 63368 and amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") dated 03/08/07 and recorded on 05/23/07, Document number 0523000239720, Book number na, Page na in 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 142 PEBBLE LANE, ALABASTER, AL, 35007, the real property described as being set forth as follows:

APN: 23-2-03-4-002-009.000

(SEE ATTACHED LEGAL DESCRIPTION)

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 04/21/11, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 144,096.59. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses in the total amount of \$ 12,809.59, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 360 months. When payments resume on 05/01/11, the New Unpaid Principal Balance will be \$ 156,906.18.

2. The Borrower promises to pay the New Unpaid Principal Balance, plus Interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.875% effective 04/01/11 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$ 830.36 (which does not include amounts required for Insurance and/or Taxes) beginning on 05/01/11 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 04/01/41 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay those amounts in full on the Maturity Date. All other terms stated in the Note remain the same.

The Borrower will make such payments at Post Office Box 9481, Gaithersburg, MD 20898-9481, 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 the 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 the Security Instrument. If the Borrower fails to pay these sums prior to the expiration period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all the other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all the payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under 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, or part of, the Note and 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 and 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 amended by this Agreement.

6. It is mutually agreed that the Security Instrument shall constitute a first lien upon the premise and that neither the obligation evidencing the aforesaid indebtedness nor the Security Instrument shall in any way be prejudiced by this Agreement, but said obligation and Security Instrument and all the covenants and agreements thereof and the rights of the parties thereunder shall remain in full force and effect except as herein expressly modified.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this agreement on the date above written.

4-28-11
Date
Borrower - SHANE COLLINGS

4.28.11
Date
Borrower - SHANNON COLLINGS
Larry Baumann
Vice President

7/5/11
Date
By: [Signature]
Lender - **CitiMortgage, Inc.**

7/5/11
Date
By: [Signature]
Mortgagee - Mortgage Electronic Registration Systems, Inc.



-----[Space Below This Line for Acknowledgments]-----

State of Alabama)
)SS
County of Jefferson)

On this 28th day of April, 2011, before me personally appeared Shane + Shannon Collins, to me known or proved to be the person(s) described in and who executed the foregoing instrument, and acknowledged that HE/SHE/THEY executed the same as HIS/HER/THEIR free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public 
MY COMMISSION EXPIRES NOVEMBER 7, 2012
My Commission Expires: _____

State of Alabama)
)SS
County of Jefferson)

On this 28th day of April, 2011, before me personally appeared Shane + Shannon Collins to me known or proved to be the person(s) described in and who executed the foregoing instrument, and acknowledged that HE/SHE/THEY executed the same as HIS/HER/THEIR free act and deed.

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Notary Public 
MY COMMISSION EXPIRES NOVEMBER 7, 2012
My Commission Expires: _____

STATE OF Alabama
COUNTY OF SHELBY

20111027000321500 5/9 \$271.50
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EFFECTIVE DATE: 04/21/11
BORROWERS: SHANE COLLINGS
SHANNON COLLINGS
PROPERTY: 142 PEBBLE LANE
ALABASTER, AL 35007
LOAN NUMBER: 2004198140

COMPLIANCE AGREEMENT

The undersigned Borrower(s), in consideration of the loan modification of the above-described loan by CitiMortgage, Inc. and/or Assigns (Lender) in the amount of \$ 156,906.18, as evidence by a Promissory Note Dated 03/08/07 and secured by a Deed of Trust or Mortgage of even date against real property commonly known as: 142 PEBBLE LANE, ALABASTER AL, 35007 agrees to fully cooperate with any reasonable requests made by the Lender, or its agent, (1) to complete such loan modifications; or (2) to enable Lender to sell, convey, seek a guaranty or obtain insurance for, or market said loan to any purchaser, including but not limited to, any investor or institution, the Federal National Mortgage Association, The Government Nation Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or any municipal bonding authority, or to ensure enforceability of loan if kept in Lender's own portfolio. These requests may include, but are not limited to, all changes, corrections, re-executions or modifications of any documents related to such loan, or execution of any additional documents as may be required.

The undersigned will comply with all such requests within thirty (30) days from the date they are made by the Lender or it's agent. If Borrower(s) fails to meet its obligations hereunder, Borrower(s) agrees to be liable for and to pay or Reimburse Lender for all costs including, but not limited to, actual expenses, legal fees, court costs, and marketing Losses incurred or sustained by Lender to enforce its rights hereunder and caused by such failure.

DATED this 28 day of April, 2011


Borrower - SHANE COLLINGS


Borrower - SHANNON COLLINGS

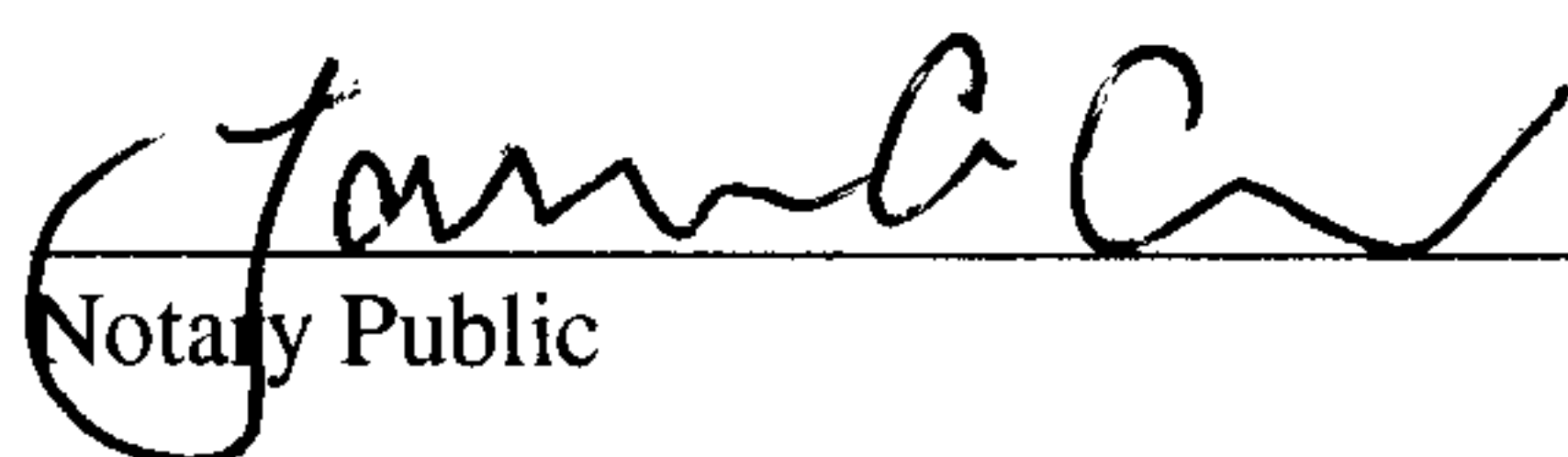
Borrower -

Borrower -

The foregoing Compliance Agreement was acknowledged before me this 28th day of April, 2011 by SHANE COLLINGS SHANNON COLLINGS as Borrower(s)

WITNESS my hand and official seal.

My commission Expires: MY COMMISSION EXPIRES NOVEMBER 7, 2011


Notary Public

NAME AFFIDAVIT



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DATE: 04/21/11

SERVICER: CitiMortgage, Inc.

BORROWER'S: SHANE COLLINGS
SHANNON COLLINGS

PROPERTY ADDRESS 142 PEBBLE LANE
ALABASTER, AL 35007

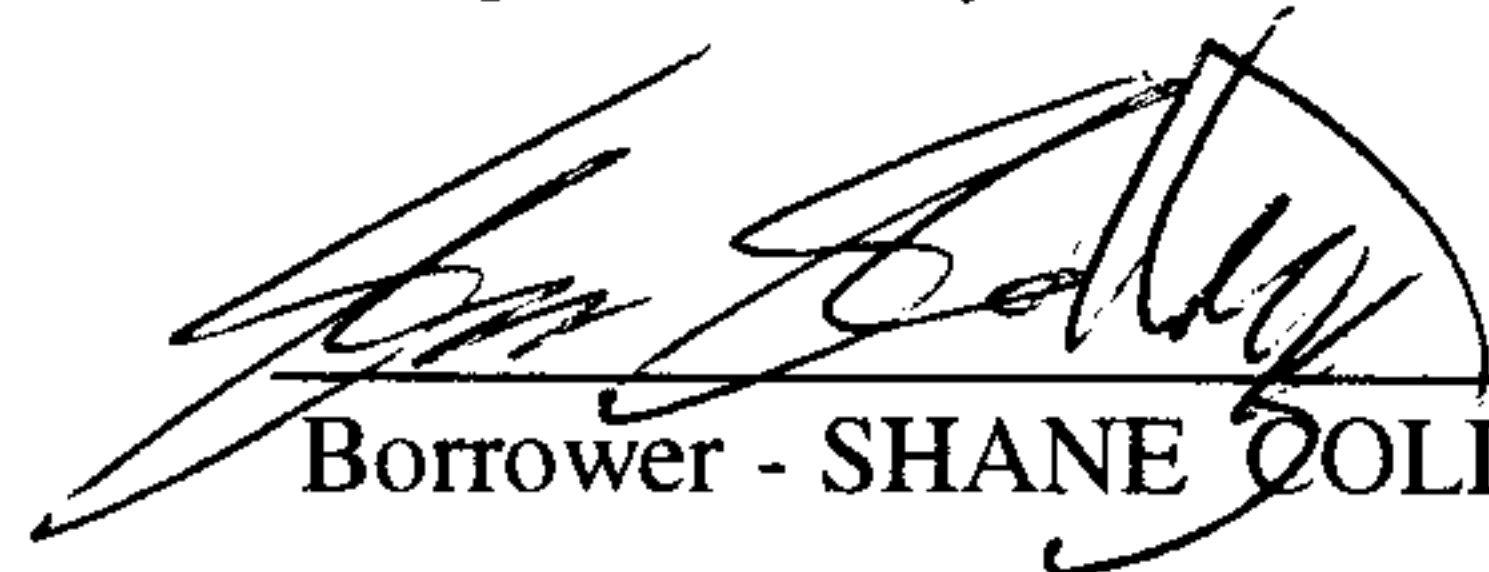
LOAN NUMBER: 2004198140

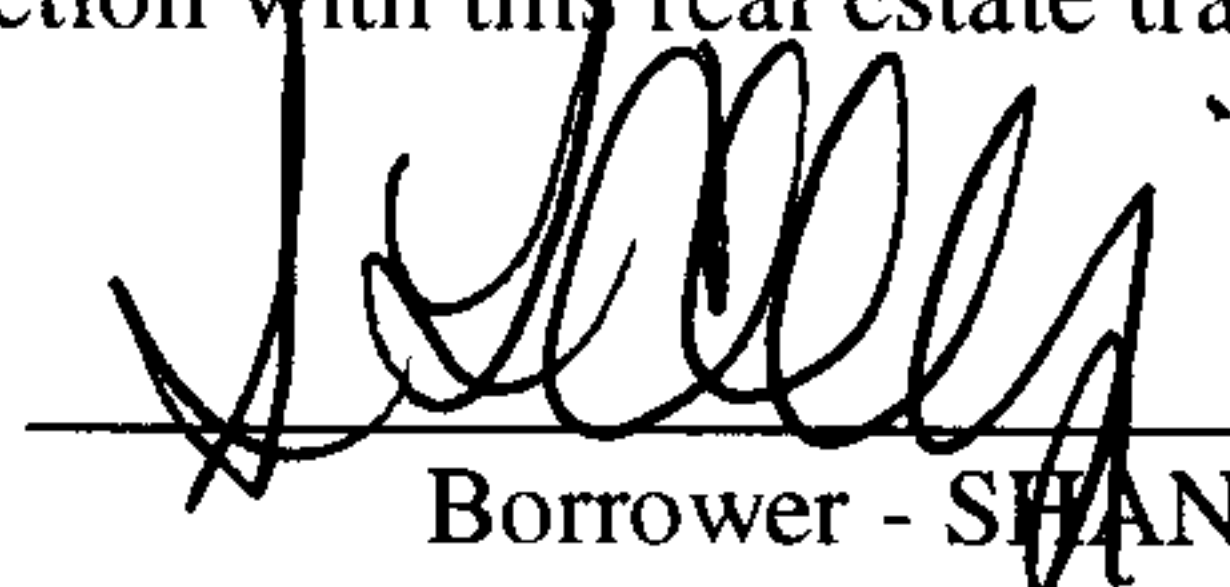
The undersigned, SHANE COLLINGS and SHANNON COLLINGS
certifies that he/she is one and the same person as:

SHANE COLLINGS

SHANNON COLLINGS

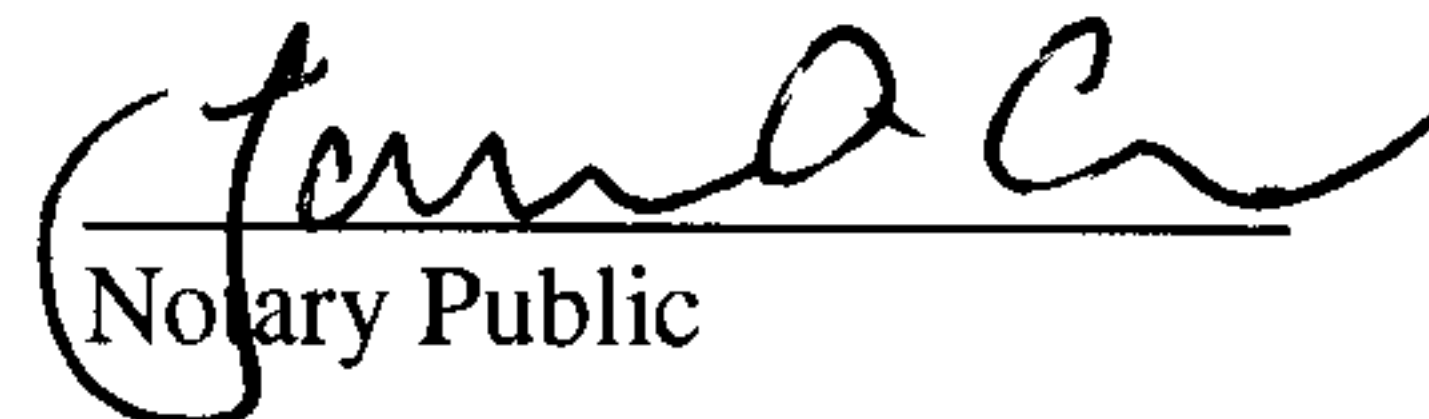
as signed on any of the documents executed in connection with this real estate transaction.


Borrower - SHANE COLLINGS


Borrower - SHANNON COLLINGS

STATE OF Alabama
COUNTY OF Jefferson

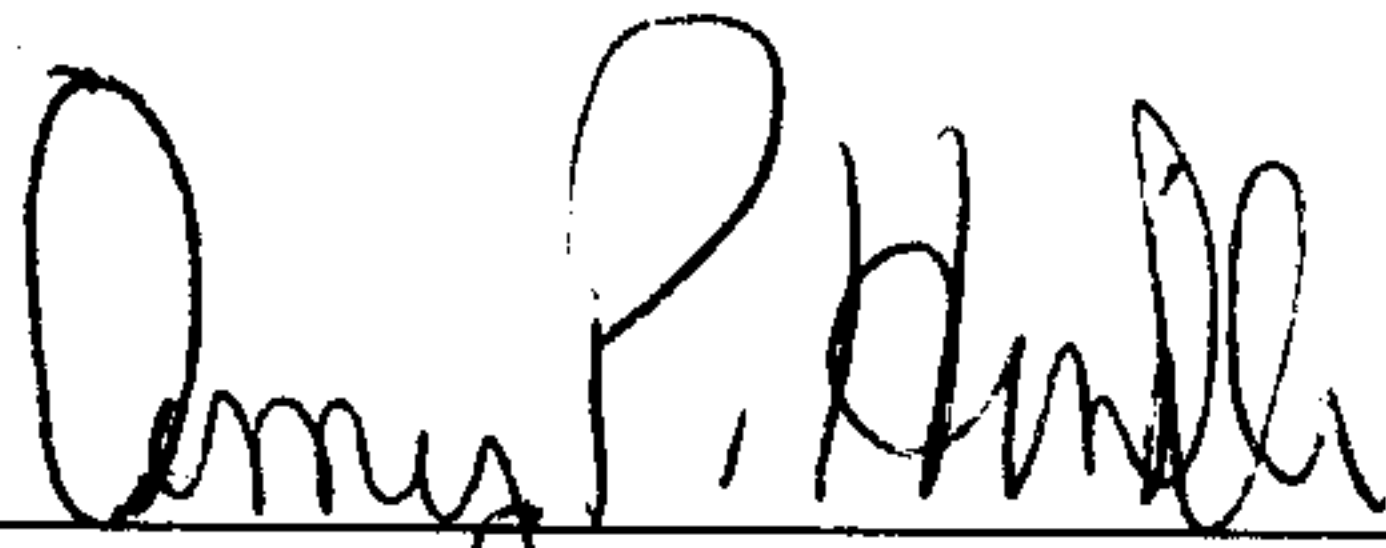
Sworn to before me this 23th day of April, 2011.

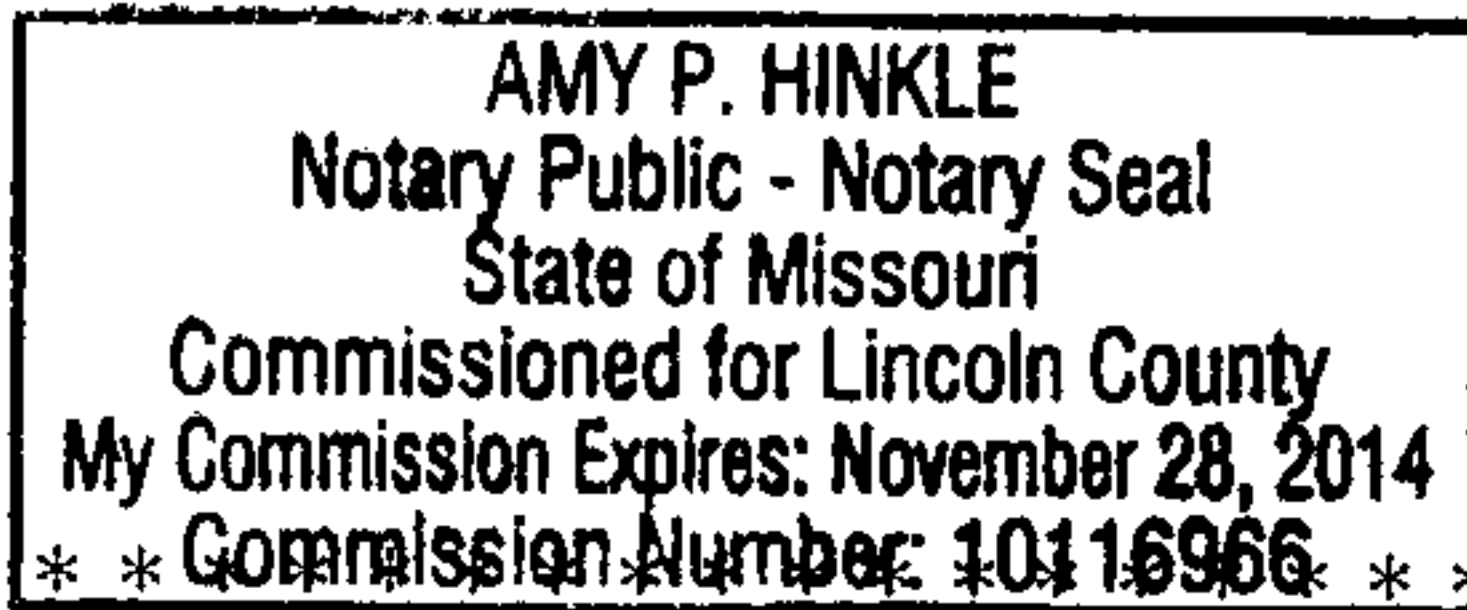
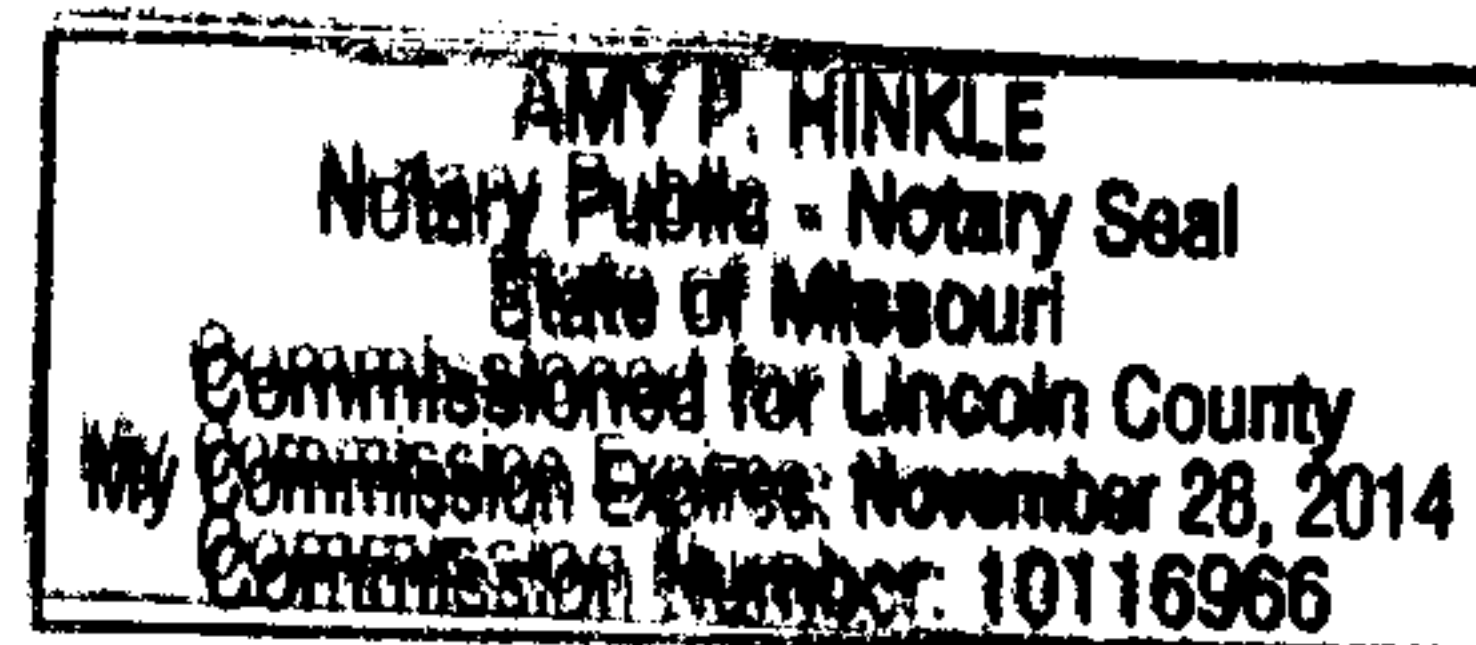

Notary Public

My Commission Expires: _____
MY COMMISSION EXPIRES NOVEMBER 7, 2012

State of Missouri)
County of St Charles)

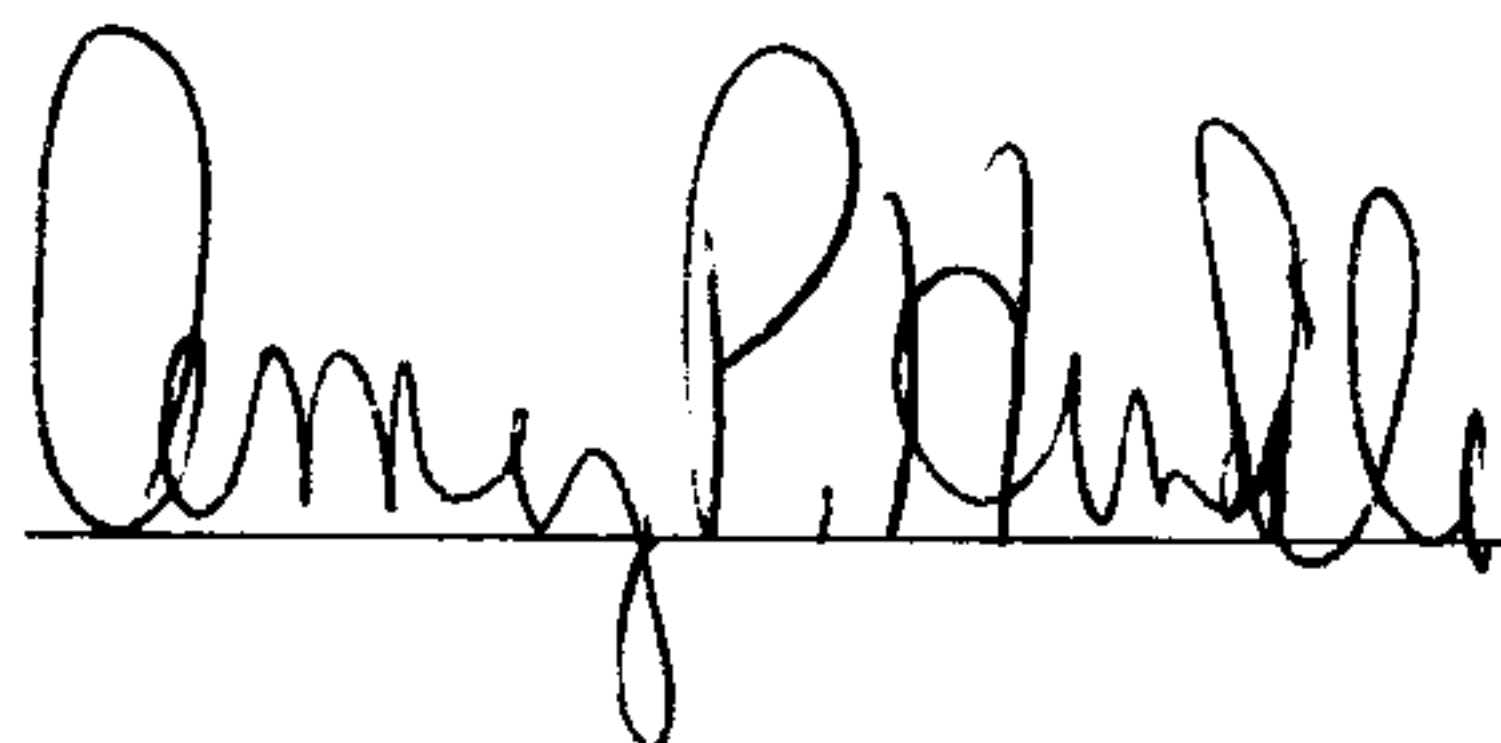
On 7/25/11, before me appeared Larry Baumann, to me personally known, being by me duly sworn or affirmed, whose address is 1000 Technology Drive, O'Fallon, MO 63368-2240 did say that he is the Vice President Of Citimortgage, Inc., and that the seal fixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and Larry Baumann acknowledged said instrument to be the free act and deed of said corporation, and that such individual made such appearance before the undersigned in the City of O'Fallon, State of Missouri.

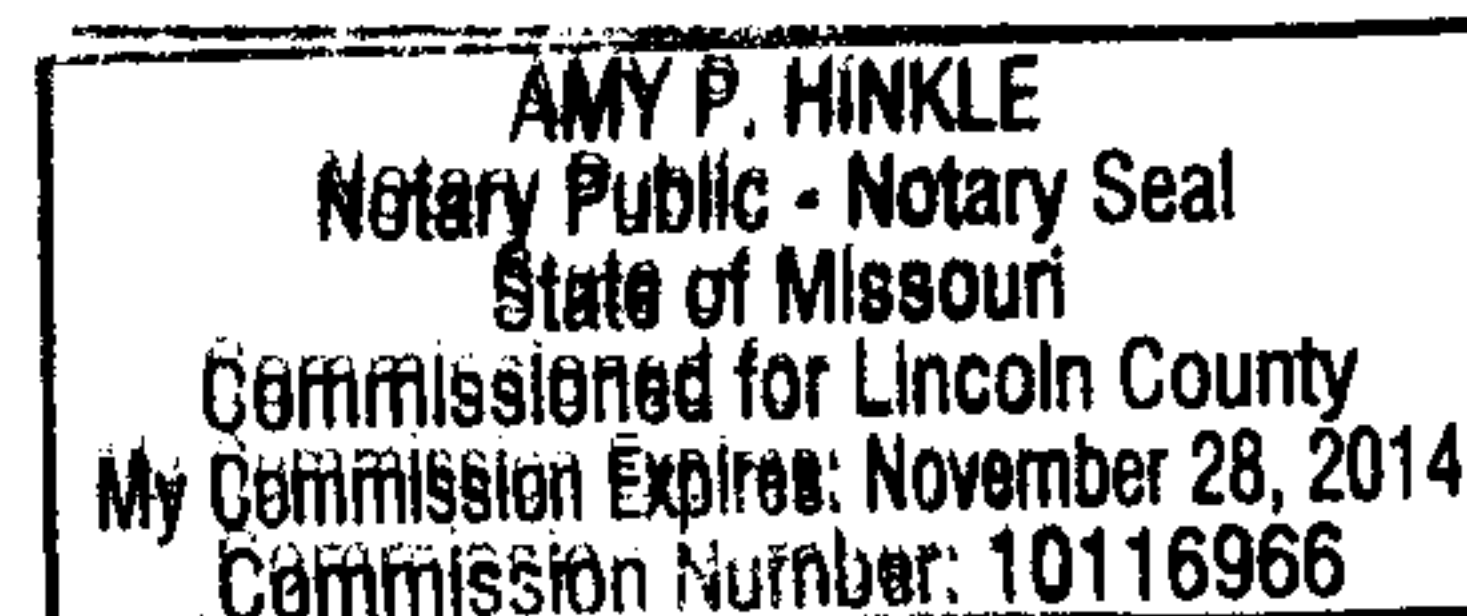

Notary Public



State of Missouri)
County of St Charles)

On 7/25/11, before me appeared Lawrence Baumann, to me personally known, being by me duly sworn or affirmed, whose address is 1000 Technology Dr., O'Fallon, MO 63368-2240, did say that she is an Assistant Secretary of Mortgage Electronic Registration Systems, Inc., and that the seal fixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and Lawrence Baumann acknowledged said instrument to be the free act and deed of said corporation.

Notary Public 



CMI-MERS NON CAL



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Prepared By: Loan Modification Team

CitiMortgage, Inc.
1000 Technology Drive M.S. 321
O'Fallon, MO 63368-2240
1-866-272-4749

Specialist:
Tracy Snyder

Loan Number:
2004198140

THIS IS TO CERTIFY THIS INSTRUMENT WAS PREPARED BY CITI MORTGAGE, ON
THE PARTIES NAME IN THE INSTRUMENT.

Lee Kee Robinson Sr.

DOCUMENT PROCESSING UNIT
CITI MORTGAGE INC.,

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Shelby Cnty Judge of Probate, AL
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EXHIBIT A

LOT 9, ACCORDING TO THE SURVEY OF OAKWOOD VILLAGE,
PHASE ONE, AS RECORDED IN MAP BOOK 19, PAGE 163, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.