

When recorded mail to: #:6916347

First American Title

Loss Mitigation Title Services 449.6

P.O. Box 27670

Santa Ana, CA 92799

RE: CRUMEL - PROPERTY REPORT

This Document Prepared By:

FLAGSTAR BANK, FSB

5151 CORPORATE DRIVE

TROY, MI 48098

LINDA BICKERS

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Original Recording Date: January 22, 2009

Original Loan Amount: \$146,799.00

Loan No: 502446517

FHA Case Number: 011-6205504-703

MIN Number: 100052550244651708

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 1st day of December, 2011, between **RHUNETTA CRUMEL, AN UNMARRIED WOMAN** whose address is **791 REACH CRST, BIRMINGHAM, AL 35242** ("Borrower") and **FLAGSTAR BANK, FSB** which is organized and existing under the laws of , and whose address is **5151 CORPORATE DRIVE, TROY, MI 48098** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **January 14, 2009** and recorded in **Book/Liber N/A, Page N/A, Instrument No: 20090122000020430**, of the **Official Records (Name of Records) of SHELBY County, AL (County and State, or other Jurisdiction)** 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 **791 REACH CRST, BIRMINGHAM, AL 35242,**

(Property Address)

the real property described being set forth as follows:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN SHELBY COUNTY, ALABAMA: LOT 72, ACCORDING TO THE FINAL RECORD PLAT OF NARROWS REACH SECTOR, PHASE 2, AS RECORDED IN MAP BOOK 30, PAGE 58A AND 58B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. TOGETHER WITH THE NONEXCLUSIVE EASEMENT TO USE THE COMMON AREAS AS MORE PARTICULARLY DESCRIBED IN THE NARROWS RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INSTRUMENT NO. 2000-9755 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS THE



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DECLARATION).

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 **December 1, 2011**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$147,406.95**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$4,975.52** 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 **4.000%**, from **December 1, 2011**. Borrower promises to make monthly payments of principal and interest of U.S. **\$703.74**, beginning on the **1st** day of **January, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **December 1, 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 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; 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.

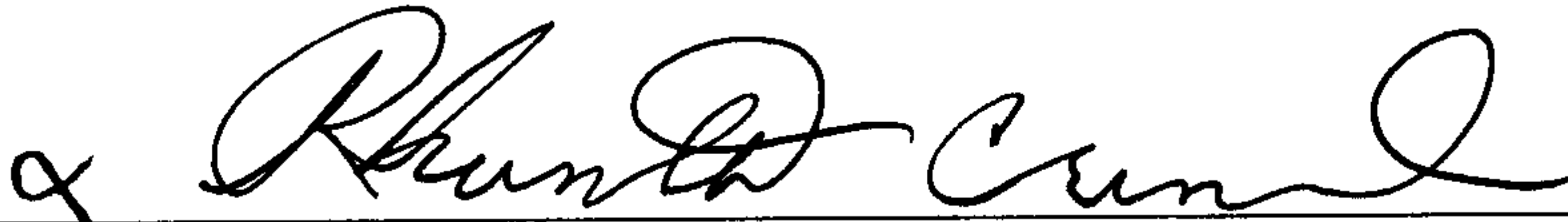



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5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not 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.
8. This Agreement modifies an obligation secured by an existing security instrument recorded in SHELBY County, AL, 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 \$142,157.19. The principal balance secured by the existing security instrument as a result of this Agreement is \$147,406.95, which amount represents the excess of the unpaid principal balance of this original obligation.



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 (Seal)
RHUNETTA CRUMEL -Borrower

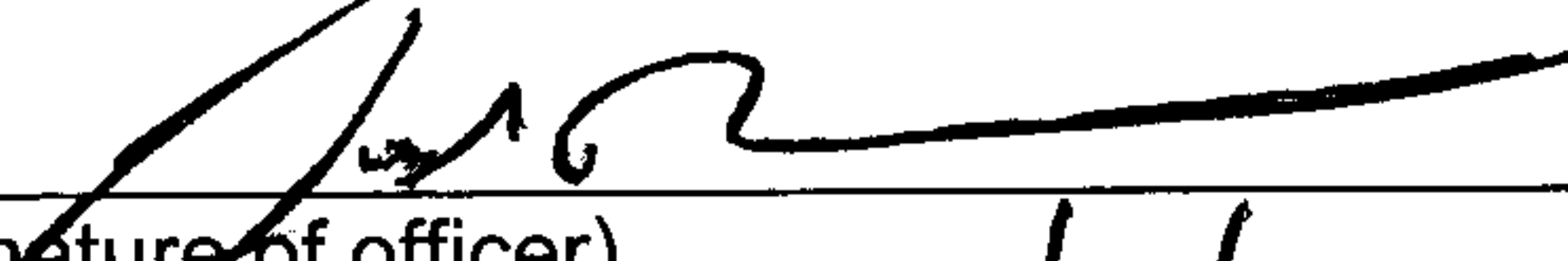
 JARROD EDWARDS -Witness
SIGN AND PRINT FULL NAME

 JACOB RUNKLE -Witness
SIGN AND PRINT FULL NAME

_____[Space Below This Line For Acknowledgments]_____
State of Alabama

County of ALABAMA

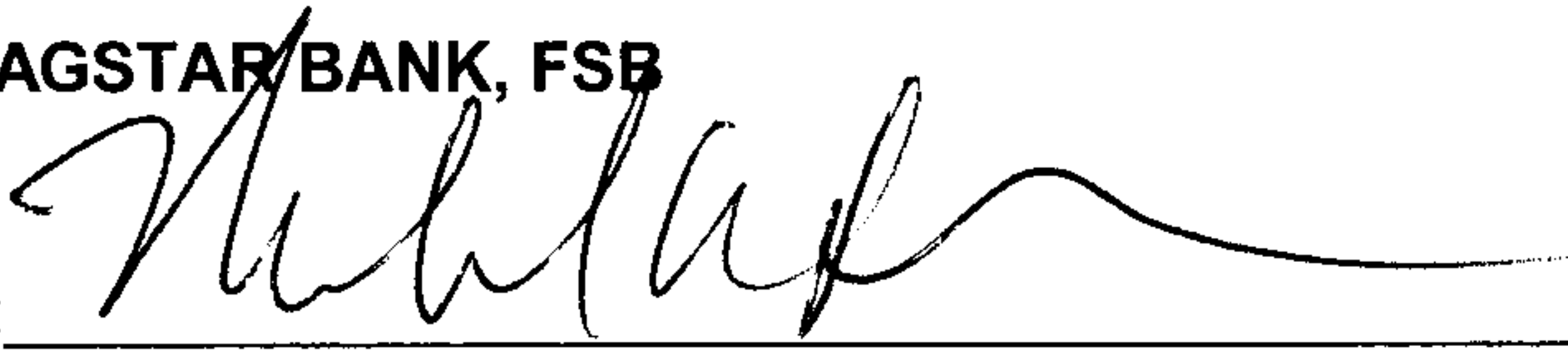
I, JOSH THAGGARD, hereby certify that **RHUNETTA CRUMEL, AN UNMARRIED WOMAN**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand this 20th day of DECEMBER, A. D. 20 11.


(signature of officer)
My commission expires: 6/17/2012



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FLAGSTAR BANK, FSB

By: 

(Seal)
-Lender

Name: **MICHAEL A TEBO**
Title: **FIRST VICE PRESIDENT**

_____ [Space Below This Line For Acknowledgments] _____

Acknowledged before me in **OAKLAND** County, **MICHIGAN**, On 1-18th 12
by **MICHAEL A TEBO**, the **FIRST VICE PRESIDENT** of **FLAGSTAR BANK, FSB**.

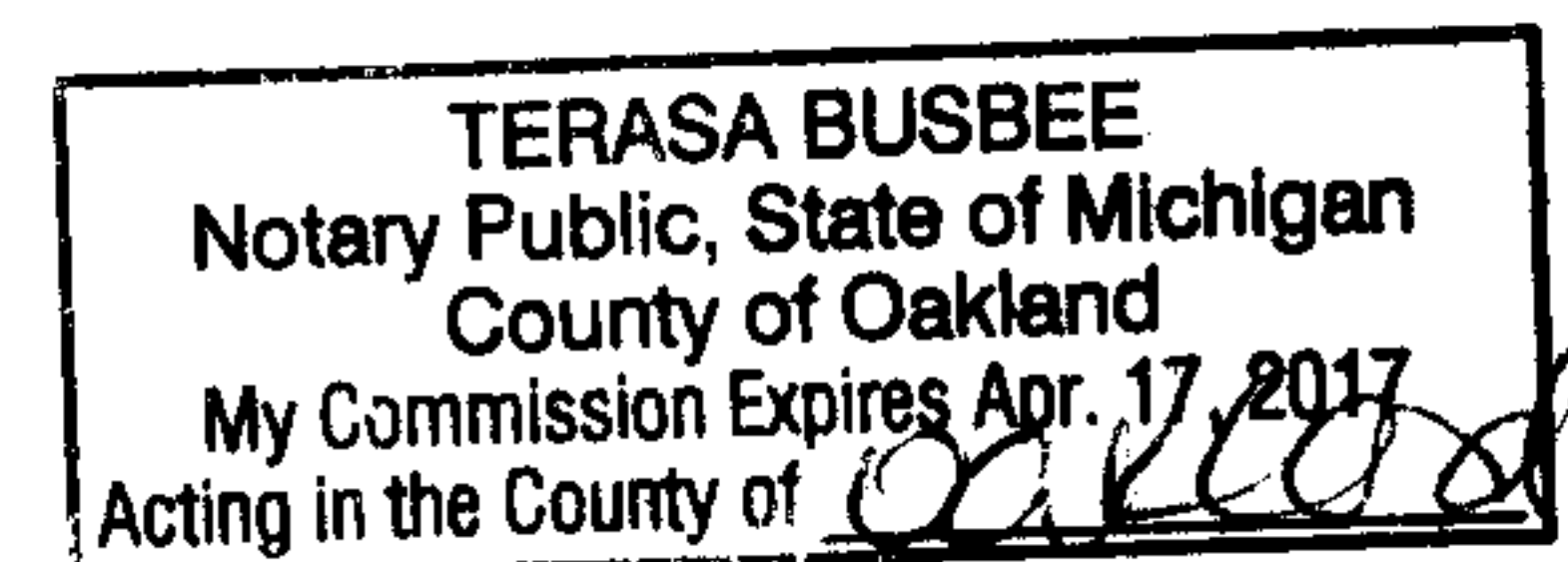


Notary Name

County

Acting in County

My commission expires : _____





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Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Title: VICE PRESIDENT

_____ [Space Below This Line For Acknowledgments] _____

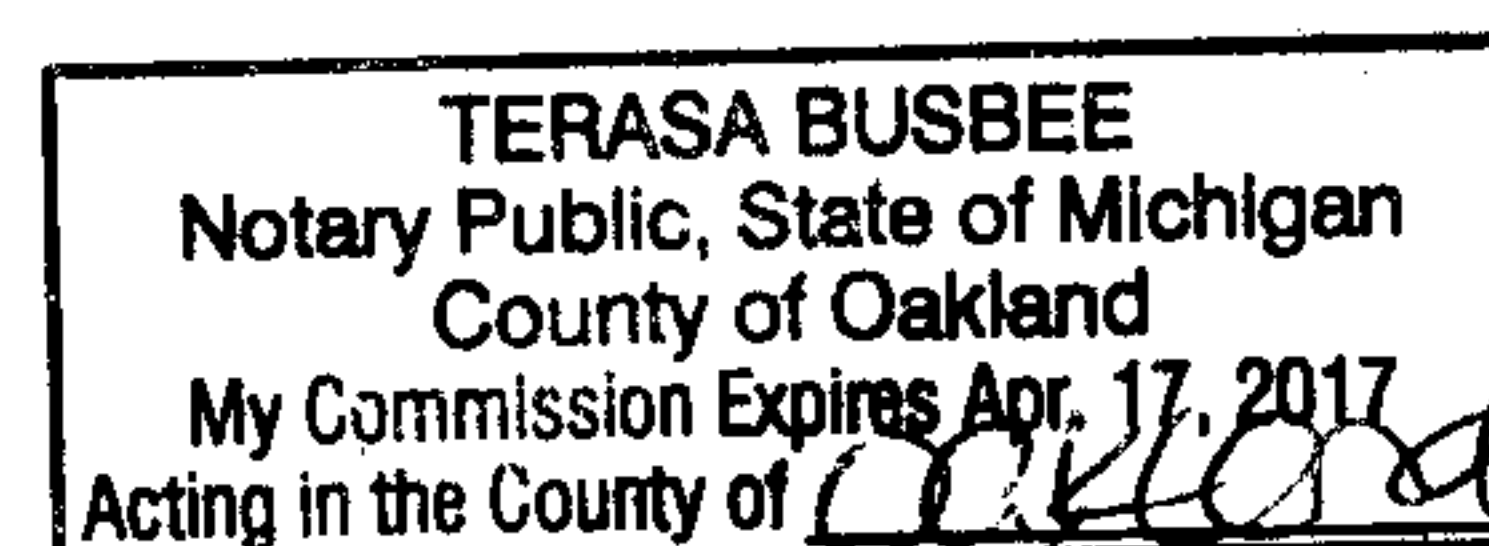
Acknowledged before me in **OAKLAND** County, **MICHIGAN**, On 1-13-12 by **JEFFREY ROBINSON**, the **VICE PRESIDENT** of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**

Notary Name

County

Acting in County

My commission expires : _____





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Certificate of Preparation

This is to certify that this instrument was prepared by Flagstar Bank
one of the parties named in the instrument.

A handwritten signature in black ink, appearing to read "Katie Walters", written over a horizontal line.

Preparers Signature

Printed name: KATIE WALTERS

Title: ADMIN ASST