

Investor Loan # **203035591**

When Recorded Return To:
Indecomm Global Services
2925 Country Drive
Saint Paul, MN 55117

This document was prepared by Mandy L. Kimpston
GMAC Mortgage, LLC
3451 Hammond Ave.
Waterloo, IA 50702



20121002000375900 1/6 \$274.35
Shelby Cnty Judge of Probate, AL
10/02/2012 01:51:16 PM FILED/CERT

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MODIFICATION AGREEMENT

Borrower ("I"): GARY L HADAWAY CATHY C HADAWAY

Lender ("Lender"): GMAC Mortgage, LLC

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 8/5/2009

Loan Number: 0602443073

Property Address [and Legal Description if recordation is necessary] ("Property"): 1818 4TH AVENUE
CALERA AL 35040

If my representations in Section 1 continue to be true in all material respects, then this Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and if applicable, recorded on with Instrument Number in Book and/or Page number of the real property records of SHELBY County, AL. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 1818 4TH AVENUE CALERA AL 35040, which real property is more particularly described as follows. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

8-18-2009 26090818000317800
~~(Legal Description Attached as Exhibit if Recording Agreement)~~
* Original Maturity Date: 8-1-2039 \$186,189.00

This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations.** I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;

If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.



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- D. I have provided documentation for **all** income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for a modification of the Loan Documents);
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct; and,
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will so; and;
- G. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan.

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Agreement;
- B. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on 11/1/2010 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. The Loan Documents will be modified and the first modified payment will be due on 11/1/2010.

- A. The new Maturity Date will be: 10/1/2040.*
- B. The modified Principal balance of my Note will include all amounts and arrearages that will be past due (excluding unpaid late charges) less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my Note will be \$164,862.86 (the "New Principal Balance").
- C. Interest at the rate of 5.125% will begin to accrue on the New Principal Balance as of 10/1/2010 and the first new monthly payment on the New Principal Balance will be due on 11/1/2010. My payment schedule for the modified Loan is as follows:

Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Payment Ends on
5.125%	10/1/2010	897.65	\$237.52, adjusts annually after year 1	\$1,135.17, adjusts annually after year 1	11/1/2010	10/1/2040

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.



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- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That this agreement constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my Escrow Account.
- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents, except that the Note, and the payment obligation created thereunder, are not enforceable against me personally.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. This Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer of the Property.
- I. That, as of the Modification Effective Date, any provision in the Note, as amended for the assessment of a penalty for full or partial prepayment of the Note is null and void.



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In Witness Whereof, the Lender and I have executed this Agreement.

(Seal)

GARY L HADAWAY

Date

10/18/10

Witness

Print Name

Janet F. Anderson

(Seal)

CATHY C HADAWAY

Date

10/18/2010

Witness

Print Name

Janet F. Anderson

(Seal)

Date

Witness

Print Name

(Seal)

Date

Witness

Print Name

[Space Below This Line For Acknowledgement]

BORROWER ACKNOWLEDGMENT

State of

Alabama

County of

Shelby

On this 18th day of October, 2010, before me undersigned, a Notary Public in and for said county and state, personally appeared GARY L HADAWAY CATHY C HADAWAY, personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

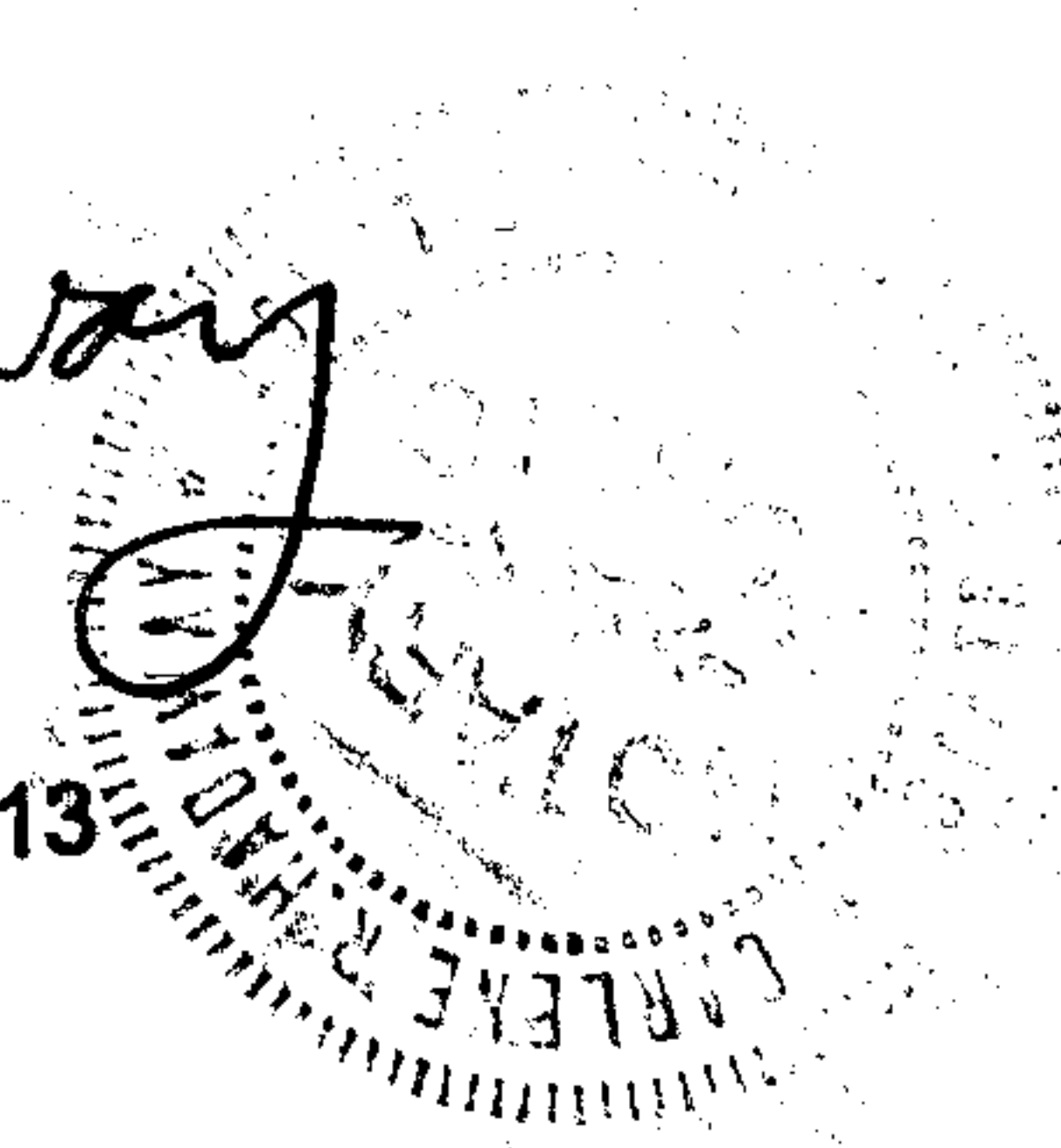
Witness my hand and official seal.

Carlene R. Hadaway

Notary Public

My commission Expires: 12-1-2013

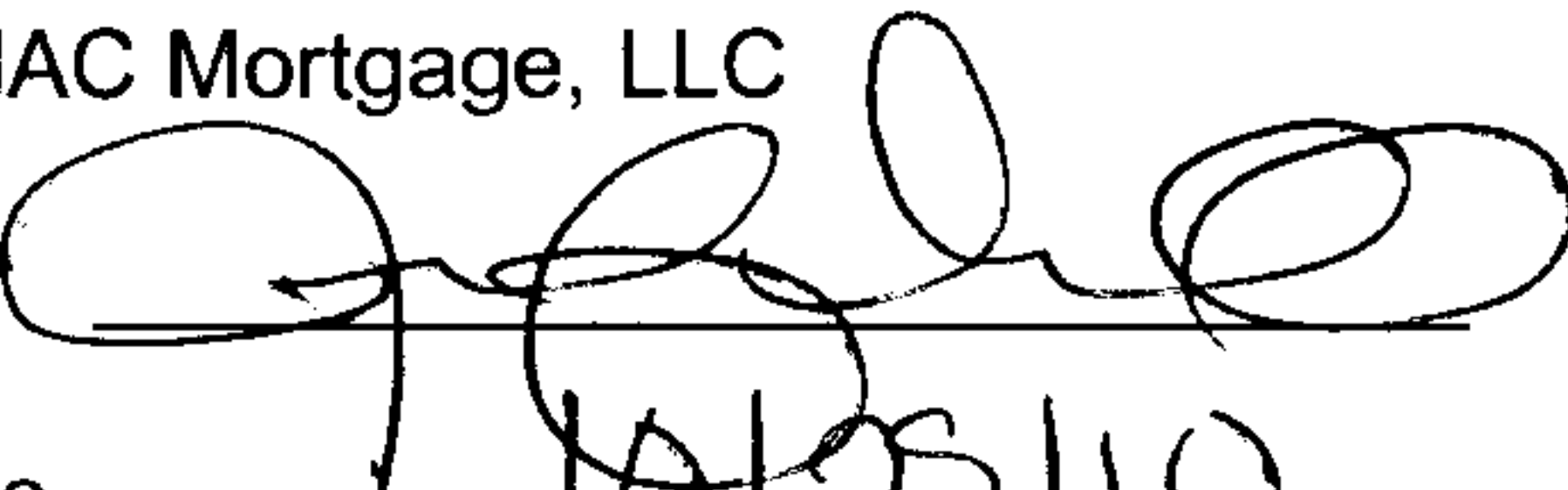
My Commission Expires Dec 1, 2013



GMAC Mortgage, LLC

By:

Date


10/25/10
Jennifer Meester

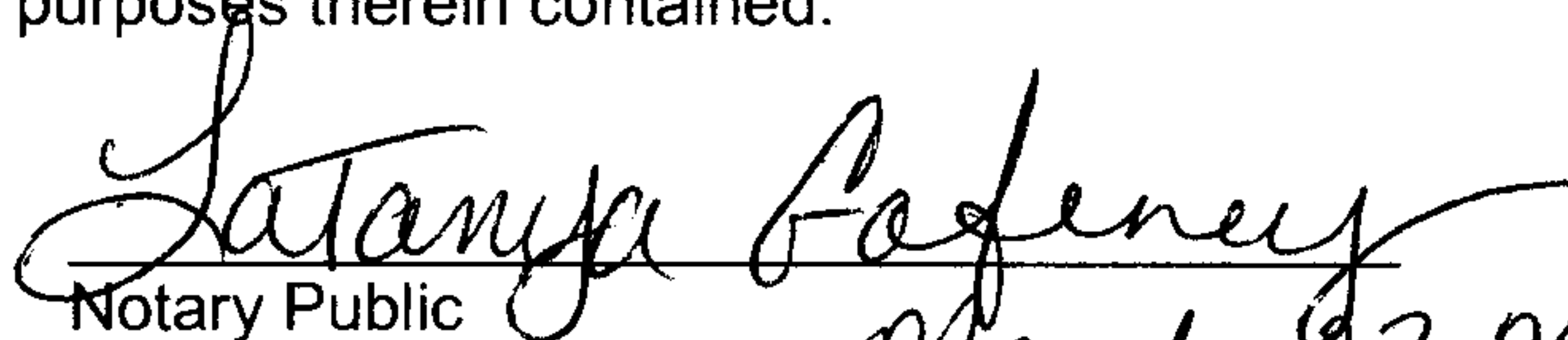
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LENDER ACKNOWLEDGMENT


State of IOWA
County of BLACKHAWK

On this 25th day of October, 2010, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Jennifer Meester, personally known to me or identified to my satisfaction to be the person who executed the within instrument as limited signing officer of GMAC Mortgage, LLC, said instrument is the act and deed of said entity, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.


Witness my hand and official seal.


Notary Public
My Commission Expires: March 23, 2012





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SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY,
ALABAMA, TO-WIT:

LOTS 1, 2, 3, AND 4, BLOCK 90, ACCORDING TO J. R. DUNSTAN'S MAP
AND SURVEY OF THE TOWN OF CALERA, ALABAMA. SITUATED IN SHELBY
COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED TO GARY L. HADAWAY AND WIFE,
CATHY C. HADAWAY BY DEED FROM RELOCATION REALTY SERVICE CORP.
RECORDED 12/14/1978 IN DEED BOOK 316 PAGE 836, IN THE PROBATE
JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA.

TAX ID# 28-5-16-3-002-017.000



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