


This Document Prepared By:
CARRIE CONLEY
PNC MORTGAGE, A DIVISION OF PNC BANK,
NATIONAL ASSOCIATION
3232 NEWMARK DR
MIAMISBURG, OH 45342
(888) 224-4702

When Recorded Mail To: **REBEKKA CASSABON**
~~**FIRST AMERICAN TITLE**~~ **PNC**
~~**ATTN: LMTS**~~ **3232 NEWMARK DR, BLDG 6**
~~**P.O. BOX 27670**~~ **B6-UM13-01-1**
~~**SANTA ANA, CA 92799-7670**~~ **MIAMISBURG, OH 45342**


20121211000473540 1/9 \$37.00
Shelby Cnty Judge of Probate, AL
12/11/2012 09:52:59 AM FILED/CERT

Source of Title:
Tax/Parcel No.

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$80,000.00
Unpaid Principal Amount: \$80,000.00
New Principal Amount \$80,000.00
New Money (Cap): \$ 0.00

Investor No.:
Loan No: 1000068177

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") made as of this 13TH day of NOVEMBER, 2012, (the "Effective Date") between **PAMELA G. BENJAMIN, AN UNMARRIED PERSON** (individually and collectively, the "Borrower") whose address is **176 GREENBRIAR PLACE, CHELSEA, ALABAMA 35043** and **PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION** (the "Lender"), whose address is **3232 NEWMARK DR, MIAMISBURG, OH 45342**, for itself and its successors and assigns, (the "Lender"), amends and supplements (1) the note dated **NOVEMBER 22, 2011**, as it may previously have been amended, (the "Note") and (2) the Mortgage, Deed of Trust or Security Deed, (the "Security Instrument"), bearing the same date as and securing, the Note and recorded on **NOVEMBER 28, 2011** in **INSTRUMENT NO. 20111128000358610**, of the **OFFICIAL** Records of **SHELBY COUNTY, ALABAMA** which covers the real and personal property described in the Security Instrument and defined therein as the "Property" commonly known as

176 GREENBRIAR PLACE, CHELSEA, ALABAMA 35043
(Property Address)


the real property described being set forth as follows:

LOT 19, ACCORDING TO THE SURVEY OF GREENBRIAR PLACE, AS RECORDED IN MAP BOOK 36, PAGE 4, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

The Note and Security Instrument together, as they may previously have been amended, are referred to as the "Loan Documents." The Borrower and Lender are sometimes collectively referred to together as the "Parties" and each as a "Party." Capitalized terms used in this Agreement and not defined herein have the meaning given to them in the Loan Documents.

In consideration of the mutual promises and agreements exchanged, and intending to be legally bound, the Parties hereto agree as follows:

1. The new Maturity date will be: **NOVEMBER 1, 2042**
2. The modified principal balance of the Note will include all amounts and arrearages that will be past due as of the Effective Date, consisting of: (a) the unpaid principal balance of the sums loaned to Borrower by Lender, plus (b) any unpaid and deferred interest, fees, escrow advances and other costs (collectively, the "Unpaid Amounts"), less (c) any amounts paid to Lender but not previously credited to the Loan. The new principal balance of the Note will be **\$80,000.00** (the "New Principal Balance"). Borrower understands and agrees that by agreeing to add the Unpaid Amounts to the New Principal Balance, the added Unpaid Amounts, including unpaid interest, accrue interest based on the interest rate(s) in effect under this Agreement. Interest at the rate of **3.1250%**, will begin to accrue on the New Principal Balance as of **NOVEMBER 1, 2012** and the first new monthly payment on the New Principal Balance will be due on **DECEMBER 1, 2012**. The payment schedule for the modified Loan, including interest rate and payment changes, is as follows:


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Months	Interest Rate per Annum	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount [If Applicable]*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-360	3.1250%	11/01/2012	\$342.71 **	\$260.34 May adjust periodically	\$603.05 May adjust periodically due to escrow account, if any	12/01/2012	360

*If the Loan has an escrow account, the escrow payments may be adjusted periodically in accordance with applicable law and therefore the Borrower understands that the total monthly payment may change accordingly.

**The final payment shall be an amount equal to: (a) the unpaid balance of the New Principal Balance; plus (b) all accrued and unpaid interest on the New Principal Balance; plus all other amounts owed under this Agreement.

3. The terms in Section 2 shall supersede any provisions to the contrary in the Loan Documents, including, but not limited to, provisions for an adjustable or step interest rate or interest only payment period.
4. If the Lender has not received the full amount of any monthly payment owed under Section 2 by the end of **15** calendar days after the date it is due, Borrower will pay a late charge to Lender in the amount of **5.0000%** of the overdue payment of principal and interest. Borrower will pay this late charge promptly but only once on each late payment.
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. Borrower will be in default if Borrower does not comply with the terms of the Loan Documents as modified by this Agreement. If on 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. In the event of a default under the Loan Documents, as amended by this Agreement, interest will accrue on the unpaid amount of the New Principal Balance, including after acceleration, at the rate set forth in Section 2.
7. Borrower understands and agrees to the following:
 - a. All persons who signed the Loan Documents, or their authorized representative(s) have signed this Agreement, unless: (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the Property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the Property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing. Any Borrower who signs this Agreement but did not sign the Note is not personally obligated to pay the sums secured by the Security Instrument as modified by this Agreement.

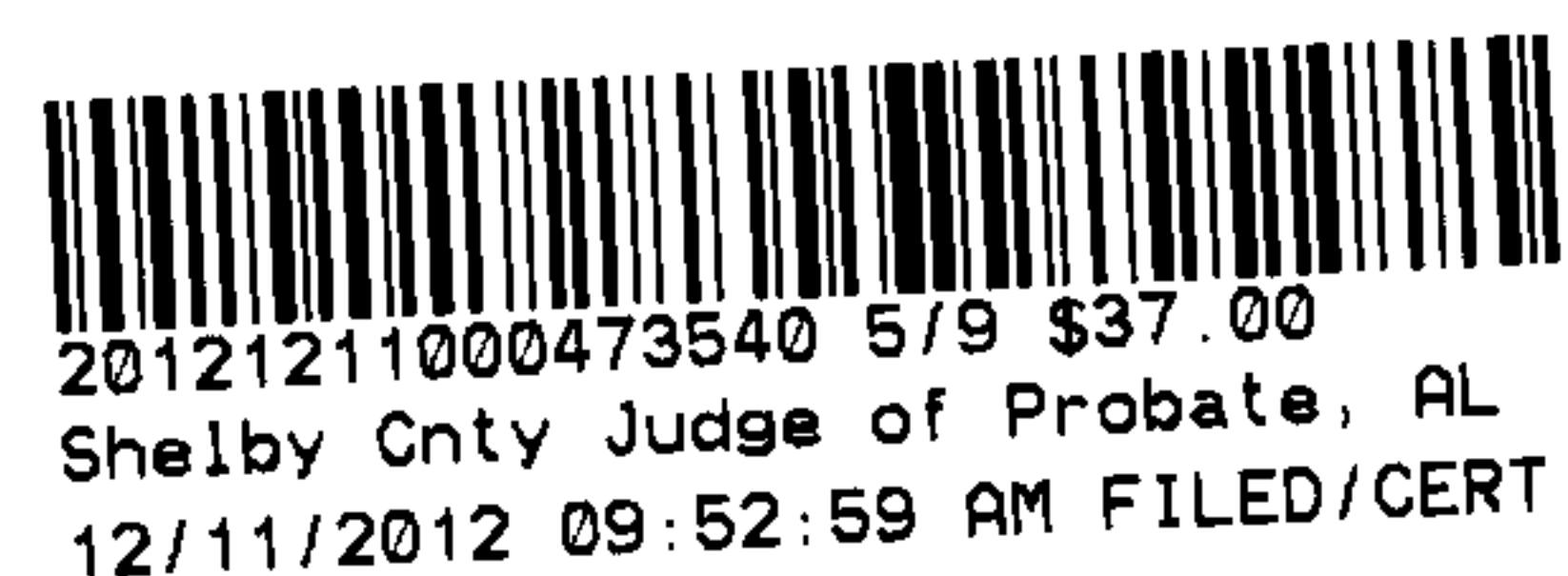
- b. This Agreement shall supersede the terms of any modification, forbearance, or workout plan that Borrower has previously entered into with Lender.
- c. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of the Loan Documents, 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, the amount of which may change periodically over the term of the Loan.
- d. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- e. That: (i) all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect, including, but not limited to, Lender's rights and remedies under the Loan Documents; (ii) 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 (iii) that except as otherwise specifically provided in, and as expressly modified by, this Agreement, Borrower will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- f. As of the Effective Date, notwithstanding any other provision of the Loan Documents, 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 Security Instrument. However, Lender shall not exercise this option if applicable law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. 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.
- g. 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 in writing.
- h. Borrower will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the loan as modified is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Effective Date and this Agreement will be null and void.
- i. That Borrower will execute and deliver such other documents as may be reasonably necessary to either: (i) consummate the terms and conditions of this Agreement or (ii) correct the terms and conditions of this Agreement if an error is detected after the Effective Date.

Borrower understands that a corrected Agreement will be provided to Borrower and, upon execution by Borrower, the corrected Agreement will supersede this Agreement. If Borrower elects not to sign any such corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect and such terms will not be modified by this Agreement.

- j. That, as of the Effective Date, Borrower understands that Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of the Property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
 - k. That Lender will collect and record personal information, including, but not limited to, Borrower's name, address, telephone number, social security number, credit score, income, payment history and information about account balances and activity. In addition, Borrower understands and consents to the disclosure of Borrower's personal information to any insurer that insures this Loan or any investor, guarantor or servicer that insures or owns, guarantees, insures or services Borrower's subordinate lien (if applicable) mortgage loan.
 - l. That Borrower consents to receiving calls, including calls using an automatic telephone dialing system or an artificial or prerecorded voice, and text messages from Lender or any of its affiliates, agents or third party representatives at any and all of Borrower's telephone numbers, including, but not limited to, Borrower's wireless (mobile/cellular) number, for servicing purposes, including debt collection, with respect to this Agreement and the Loan Documents, the Loan account related thereto and any other account at Lender or any of its affiliates. These calls and messages may incur access fees from Borrower's cellular provider. Lender may monitor telephone calls with Borrower to assure quality service.
- P.B.
Initials
- m. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true terms and conditions of the Loan as modified, or is otherwise missing, Borrower will comply with the Lender's request to acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary (all such documents are the "Documents"). Borrower agrees to deliver the Documents within ten (10) days after Borrower receives the lender's written request for such replacement.

8. UNDER PENALTY OF PERJURY, ALL DOCUMENTS AND INFORMATION BORROWER HAS PROVIDED TO LENDER IN CONNECTION WITH THIS AGREEMENT ARE TRUE, COMPLETE AND CORRECT.

P.B.
Initials



In Witness Whereof, the Lender has executed this Agreement.

PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION

Laura Gerami
By **Laura Gerami** (print name)
Assistant Vice President (title)

11/26/12 Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

State of OHIO

County of MONTGOMERY

The foregoing instrument was acknowledged before me this 26th Day of Nov 2012
(date) by **LAURA GERAMI**, the **ASSISTANT VICE PRESIDENT** of **PNC MORTGAGE, A DIVISION**
OF PNC BANK, NATIONAL ASSOCIATION, a OHIO
corporation, on behalf of the corporation

Ruth Ann Zemo
Notary Public

Printed Name: RUTH ANN ZEMO

My commission expires: Sept 13, 2015

PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION
3232 NEWMARK DR
MIAMISBURG, OH 45342



RUTH ANN ZEMO
Notary Public, State of Ohio
My Commission Expires
September 13, 2015



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Shelby Cnty Judge of Probate, AL
12/11/2012 09:52:59 AM FILED/CERT

In Witness Whereof, I have executed this Agreement.

Pamela G. Benjamin (Seal)
Borrower
PAMELA G. BENJAMIN
11-20-12
Date

____ (Seal)
Borrower

Date

____ (Seal)
Borrower

Date

____ (Seal)
Borrower

Date

____ (Seal)
Borrower

Date

____ (Seal)
Borrower

Date

____ [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT

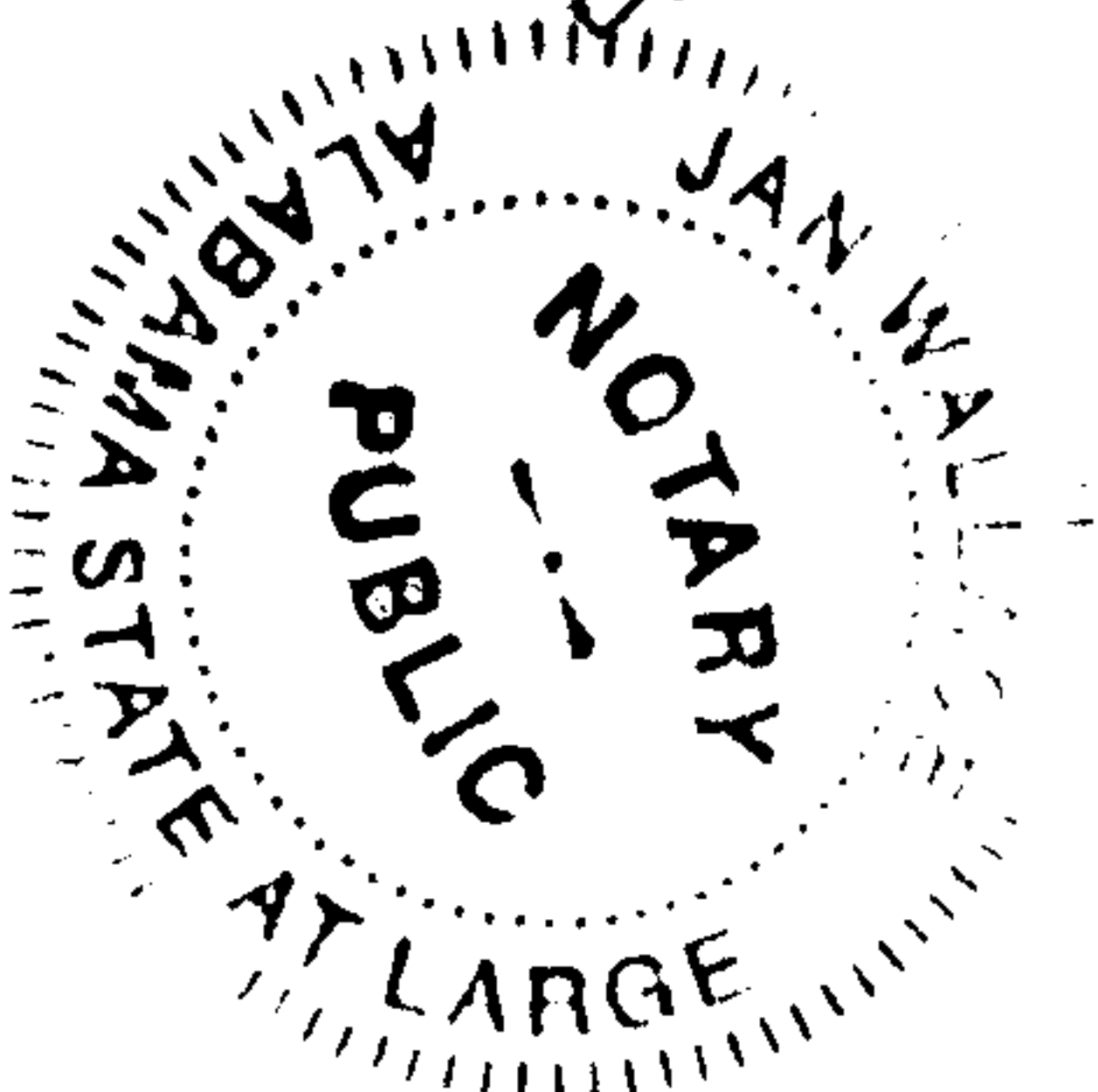
The State of ALABAMA)
SHELBY County)

I, JAN WALLACE hereby certify that PAMELA G. BENJAMIN
PAMELA G. BENJAMIN 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.

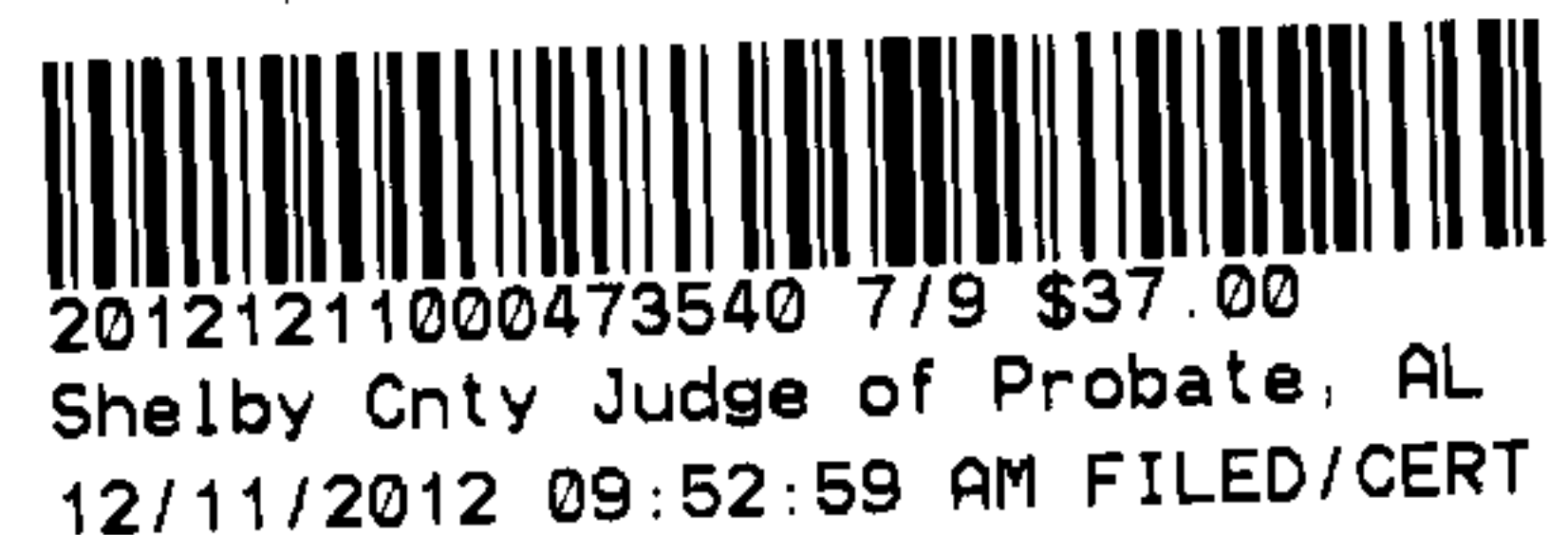
Given under my hand this 20th day of NOV., 2012.

Jan Wallace - NOTARY
(Style of Officer)

[Signature]
witness



My Commission Expires 3/11/2014



Date: NOVEMBER 13, 2012
Loan Number: 1000068177
Lender: PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION

Borrower: PAMELA G. BENJAMIN

Property Address: 176 GREENBRIAR PLACE, CHELSEA, ALABAMA 35043

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Pamela G. Benjamin 11-20-12
Borrower Date
PAMELA G. BENJAMIN


Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date


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Shelby Cnty Judge of Probate, AL
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Date: **NOVEMBER 13, 2012**

Loan Number: **1000068177**

Lender: **PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**

Borrower: **PAMELA G. BENJAMIN**

Property Address: **176 GREENBRIAR PLACE, CHELSEA, ALABAMA 35043**

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of **PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

Pamela G. Benjamin
PAMELA G. BENJAMIN

11-20-12
Date

Date

Date

Date

Date

Date

