



20121211000474000 1/8 \$333.45
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12/11/2012 12:16:58 PM FILED/CERT

Prepared By: Mandy L. Kimpston
1-800-850-4622
GMAC MORTGAGE, LLC
3451 Hammond Ave., Waterloo, IA 50702

After Recording Return To:

GMAC Mortgage, LLC
Attention: Loss Mitigation
3700 J Street SW
Suite 555
Cedar Rapids, IA 52404

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

[Space Above This Line For Recording Data]

78221320

Non-HAMP Loan Modification Agreement

Loan Modification Agreement ("Agreement") made this August 01, 2012 ("Effective Date") between JAMES GREGORY DAVIS Married CATHY DAVIS ("Borrower") and GMAC Mortgage, LLC, Lender/Servicer or Agent for Lender/Servicer, Mortgage Electronic Registration Systems, Inc. (Mortgagee) amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated July 09, 2007 and granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender/Servicer or Agent for Lender/Servicer), MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P. O. Box 2026, Flint, Michigan 48501-2026, (888)-679-MERS and if applicable, recorded on July 12, 2007 with Instrument Number* in Book and/or Page Number of the real property records of SHELBY County, AL and (2) that certain promissory note ("Note") dated July 09, 2007 in the original principal sum of ONE HUNDRED NINETY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$195,000.00) executed by Borrower. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 5349 S BROKEN BOW DRIVE BIRMINGHAM AL 35242, which real property is more particularly described as follows:

* 2007 0712000329400

~~(Legal Description if Applicable for Recording Only)~~

Borrower acknowledges that "Lender" is the legal holder and the owner, or agent/servicer for the legal holder and owner, of the Note and Security Instrument and further acknowledges that if "Lender" transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement.

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of

the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and Security Instrument (New Principal Balance) is \$200,209.68. The "New Principal Balance" less the deferred and forgiven Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$181,712.78. This represents a reduction in my old principal balance (the balance due prior to the date of this loan modification) by \$18,496.90 (Total Deferred + Forgiven Principal) of which \$0.00 is being forgiven in full and \$18,496.90 is being deferred (the "Deferred Principal Balance") until the Term of my loan expires (the Maturity Date), or when I payoff my loan at the time when I sell or transfer any interest in my home, refinance the loan, or when the last scheduled payment is due, and the Lender will be under no obligation to refinance my loan. Until I am required to payoff the Deferred Principal Balance, I will not be required to pay interest or make monthly payments on the deferred amount.
2. The Maturity Date is August 01, 2052.
3. Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of Lender the Principal Balance, consisting of the amount(s) loaned to Borrower by Lender and any accrued but unpaid interest capitalized to date as applicable, along with any other amounts that may come due under the terms of the original Note and Security Instrument.
4. Interest will be charged on the unpaid, non-deferred, "New Principal Balance" until the non-deferred principal has been paid in full. Borrower promises to pay interest at the rate of 4.625% from August 01, 2012 until I payoff my loan at the time when I sell or transfer any interest in my home, refinance the loan, or when the last scheduled payment is due. If Step Rate: The rate of interest I pay will change based upon Payment Schedule below.
5. Borrower promises to make monthly principal and interest payments of \$831.57, beginning on September 01, 2012, and continuing thereafter on the same day of each succeeding month, according to the Payment Schedule below until all principal and interest is paid in full. Borrower will make such payments at 3451 Hammond Avenue, Waterloo, Iowa, 50702 or at such other place as Lender may require. The amounts indicated in this paragraph do not include any required escrow payments for items such as hazard insurance or property taxes; if such escrow payments are required the monthly payments will be higher and may change as the amounts required for escrow items change.

If Step Rate:

PAYMENT SCHEDULE

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
4.625%	August 01, 2012	\$831.57	\$303.02, may adjust periodically	\$1,134.59, may adjust periodically	September 01, 2012	August 01, 2052



20121211000474000 2/8 \$333.45
Shelby Cnty Judge of Probate, AL
12/11/2012 12:16:58 PM FILED/CERT

6. If on August 01, 2052 (the "Maturity Date"), Borrower still owes any amounts under the Note and Security Instrument, including any "Deferred Principal Balance" as provided for in this Agreement, Borrower will pay these amounts in full on that date.
7. If "Lender" has not received the full amount of any monthly payment within the grace period provided for in the original Note or as otherwise provided for by law, Borrower will pay a late payment fee to "Lender" in an amount calculated based on the late charge percentage provided for in the original Note, or as otherwise provided for by law, and the monthly payment required under this Agreement, with a maximum as provided for in the Note, or otherwise provided by law. Borrower will pay this late charge promptly, but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy.
8. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend, rearrange, or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.
9. 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, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law. 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 this 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. For purposes of this paragraph, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is transfer of title by Borrower at a future date to a purchaser.
10. As amended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, and the Borrower acknowledges and reaffirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. 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, including but not limited to, in the case of the Borrower, the obligation to pay items such as taxes, insurance premiums or escrow items, as applicable. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.
11. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement.
12. Important Information regarding your loan modification.



20121211000474000 3/8 \$333.45
Shelby Cnty Judge of Probate, AL
12/11/2012 12:16:58 PM FILED/CERT

Initial Interest Rate and Initial Payment Amount

According to your mortgage payment calculated for long-term affordability, your modified loan will include a deferred balance requiring a balloon payment.

The amount of the initial monthly payment on your modified loan will be based on three factors:

- the interest rate reflected in the agreement;
- the current balance of the loan; and
- the remaining term/amortization period of the loan.


Your new monthly payment of principal and interest will be calculated based on a remaining Term of 480 months. Although your new payment will be sufficient enough to substantially pay down your loan balance, a balloon payment in the amount of \$18,496.90 will be due when the term of your loan expires or when you pay off the modified loan, which will be when you sell or transfer an interest in your house, refinance the loan, or when the last scheduled payment is due, and the Lender will be under no obligation to refinance your loan.

How Your Monthly Payment Can Change- Balloon Payment

You will be notified in writing at least 90 but not more than 120 days before the date the balloon payment is due. This notice will be mailed to you at the most current mailing address you supply and will contain information about the amount of the balloon payment, the date it is due and the telephone number of the Lender's representative (or loan servicer's representative) available to answer questions you may have about the notice.

THE LENDER HAS NO OBLIGATION TO REFINANCE THIS LOAN AT THE END OF ITS TERM. THEREFORE, YOU MAY BE REQUIRED TO REPAY THE LOAN OUT OF ASSETS YOU OWN OR YOU MAY HAVE TO FIND ANOTHER LENDER WILLING TO REFINANCE THE LOAN.

ASSUMING THIS LENDER OR ANOTHER LENDER REFINANCES THE LOAN AT MATURITY, YOU WILL PROBABLY BE CHARGED INTEREST AT MARKET RATES PREVAILING AT THAT TIME AND SUCH RATES MAY BE HIGHER THAN THE INTEREST RATE PAID ON THIS LOAN. YOU MAY ALSO HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW MORTGAGE LOAN.


20121211000474000 4/8 \$333.45
Shelby Cnty Judge of Probate, AL
12/11/2012 12:16:58 PM FILED/CERT

Example of Balloon Payment

The payment amount due at loan maturity can change substantially based upon amount of the loan, interest rate, and any principal payments you choose to make before loan maturity, among other factors.

Unpaid Loan Balance at Time of Modification	\$100,000
Loan Balance That Does Not Accrue Interest (Deferred Principal)	\$25,000
Loan Balance That Does Accrue Interest	\$75,000
Interest Rate	7.7500%
Deferred Principal Balance Due at Maturity	\$25,000

In the **example** above, the outstanding loan balance of \$25,000 would be due and payable at maturity.
This summary is intended for reference purposes only.

EACH OF THE BORROWER AND THE "LENDER" ACKNOWLEDGE THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIONS, AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED HEREIN. THIS AGREEMENT, AND THE NOTE AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SETS FORTH THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES. BORROWER ALSO ACKNOWLEDGES THE RECEIPT BY INCLUSION IN THIS AGREEMENT, OF SPECIFIC INFORMATION DISCLOSING THE FUNCTION OF A BALLOON PAYMENT.



20121211000474000 5/8 \$333.45
Shelby Cnty Judge of Probate, AL
12/11/2012 12:16:58 PM FILED/CERT

Executed effective as of the day and year first above written.

Witness

Signature

Ashley Miller

Print

Ashley Miller

Signature

Melissa K. Akers

Print

Melissa K. Akers

J. Gregory Davis
JAMES GREGORY DAVIS

Borrower

Witness

Signature

Rita K. Pope

Print

Rita K. Pope

Signature

Melissa Wright

Print

Melissa Wright

Cathy Davis
CATHY DAVIS

Borrower

Witness

Signature

Print

Signature

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Borrower

Witness

Signature

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Signature

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Borrower

20121211000474000 6/8 \$333.45
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BORROWER ACKNOWLEDGMENT

State of Alabama
County of Jefferson

On this 5th day of September, 2012, before me, the undersigned, a Notary Public in and for said county and state, personally appeared ~~JAMES GREGORY DAVIS~~ CATHY DAVIS, 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.

Ashlan Turner

Notary Public

My Commission ~~EXPIRES~~ NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 31, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Mortgage Electronic Registration Systems, Inc- Nominee for Lender

By: _____
Authorized Officer

Date: _____

LENDER ACKNOWLEDGMENT

State of IOWA
County of _____

On this ___ day of _____, _____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, personally known to me or identified to my satisfaction to be the person who executed the within instrument as _____ of Mortgage Electronic Registration Systems, Inc- Nominee for Lender, 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: _____



20121211000474000 7/8 \$333.45
Shelby Cnty Judge of Probate, AL
12/11/2012 12:16:58 PM FILED/CERT

BORROWER ACKNOWLEDGMENT

State of ILLINOIS
County of COOK

On this 29 day of AUGUST, 2012 before me, the undersigned, a Notary Public in and for said county and state, personally appeared JAMES GREGORY DAVIS ~~CATHY DAVIS~~, 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.

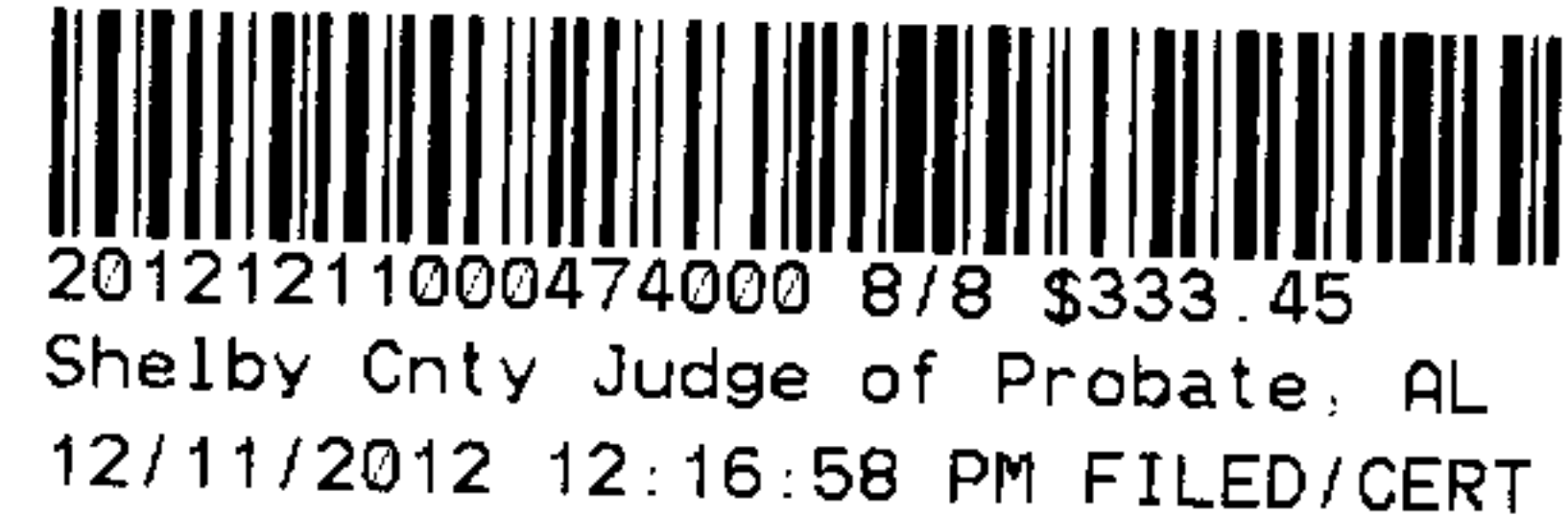


E. Korzeniewska
Notary Public
My Commission Expires: 11/06/2012

Mortgage Electronic Registration Systems, Inc- Nominee for Lender

By: [Signature]
Authorized Officer

Date: 10.30.12



LENDER ACKNOWLEDGMENT

State of IOWA
County of Black Hawk

On this 30 day of Oct, 2012 before me, the undersigned, a Notary Public in and for said county and state, personally appeared Tommy Lee, personally known to me or identified to my satisfaction to be the person who executed the within instrument as Authorized Officer of Mortgage Electronic Registration Systems, Inc- Nominee for Lender, 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.

[Signature]
Notary Public
My Commission Expires: 4-18-2013



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