

~~When recorded mail to:~~ #:7685740

First American Title
Loss Mitigation Title Services 449.6
P.O. Box 27670
Santa Ana, CA 92799
RE: DAVENPORT - PROPERTY REPOR

20130208000057970 1/6 \$262.95
Shelby Cnty Judge of Probate, AL
02/08/2013 02:02:40 PM FILED/CERT

This Document Prepared By:
FLAGSTAR BANK, FSB
5151 CORPORATE DRIVE
TROY, MI 48098
BRIAN PRICE

_____[Space Above This Line For Recording Data]_____
Original Recording Date: **August 15, 2008** Loan No: **502228882**
Original Loan Amount: **\$154,544.00** FHA Case Number: **011-5993675-703**
New Money: **\$9,218.39**

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **1st** day of **November, 2012**, between **RODERICK JAY DAVENPORT, AN UNMARRIED MAN AND JACQUITA DENISE SMITH, AN UNMARRIED WOMAN** whose address is **281 CRISFIELD CIRCLE, ALABASTER, AL 35007** ("Borrower") and **FLAGSTAR BANK, FSB** which is organized and existing under the laws of **The United States of America**, and whose address is **5151 CORPORATE DRIVE, TROY, MI 48098** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **August 13, 2008** and recorded in **Book/Liber N/A, Page N/A, Instrument No: 20080815000328790**, 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

281 CRISFIELD CIRCLE, ALABASTER, AL 35007,
(Property Address)

the real property described being set forth as follows:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN SHELBY COUNTY, ALABAMA: LOT 48, ACCORDING TO THE PLAT OF CHESAPEAKE SUBDIVISION AS RECORDED IN MAP BOOK 37, PAGE 123, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as

 **DAVENPORT**
46403995

AL

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING


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follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **December 1, 2012**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$157,299.55**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$5,830.72** 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 **3.625%**, from **November 1, 2012**. Borrower promises to make monthly payments of principal and interest of U.S. **\$717.37**, beginning on the **1st** day of **December, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **November 1, 2042** (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)

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HUD MODIFICATION AGREEMENT
8300h 11/12

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above.

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 \$148,081.16. The principal balance secured by the existing security instrument as a result of this Agreement is \$157,299.55, which amount represents the excess of the unpaid principal balance of this original obligation.



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Roderick Jay Davenport
RODERICK JAY DAVENPORT -Borrower

Jacquita Denise Smith
JACQUITA DENISE SMITH -Borrower

Vera Vidato
Vera Vidato -Witness
SIGN AND PRINT FULL NAME

Mandy Delcambre
Mandy Delcambre -Witness
SIGN AND PRINT FULL NAME

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

County of Shelby

I, Brent Todd / Notary Public, hereby certify that **RODERICK JAY DAVENPORT, AN UNMARRIED MAN AND JACQUITA DENISE SMITH, 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 18th day of Dec, A. D. 2012.

Brent Todd
(signature of officer) Brent Todd
My commission expires: 4/17/16

(SEAL)

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FLAGSTAR BANK, FSB

By: _____

(Seal)

- Lender

Name: **LINDA K. BICKERS**

Title: **ASSISTANT VICE PRESIDENT**

12-24-12
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

State of Michigan

County of Oakland

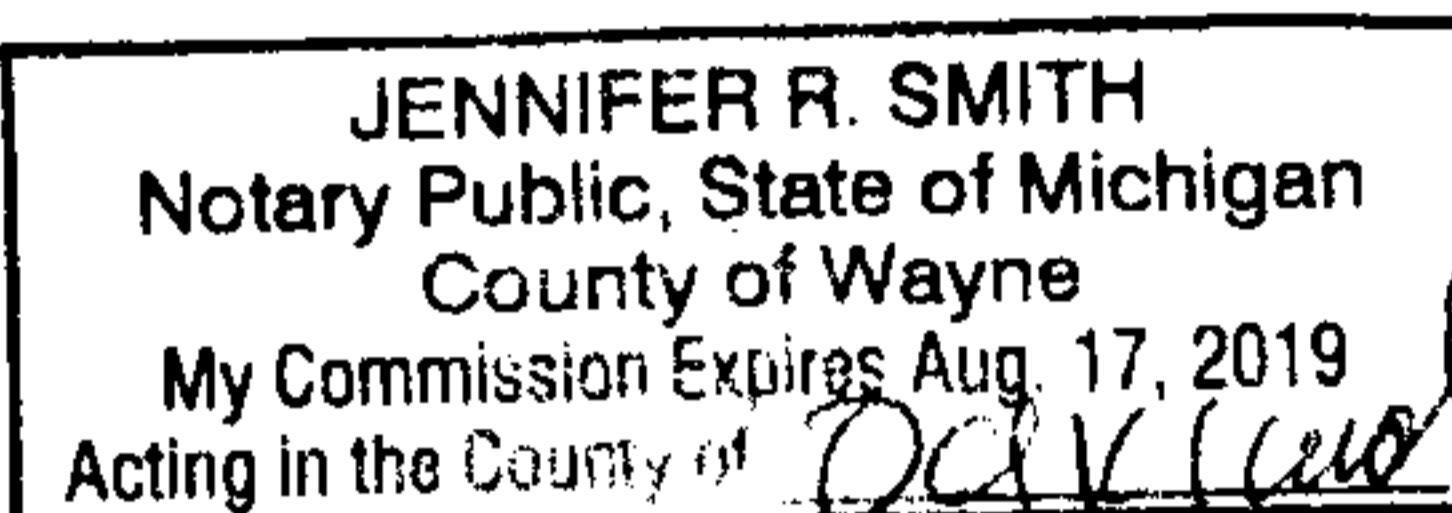
I, Jennifer R. Smith, Notary Public, hereby certify that _____

LINDA K. BICKERS, the **ASSISTANT VICE PRESIDENT** of **FLAGSTAR BANK**,

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 24 day of December, A. D. 2012.

Jennifer R. Smith
(signature of officer) Jennifer R. Smith

My commission expires: 8-17-19



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CERTIFICATE OF PREPARATION

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

Kristin Morrow
Name: Kristin Morrow
Title: Sr. Closer