

SOURCE OF TITLE:

Deed: Warranty

Dated: 4/7/2003

Recorded: 4/7/2003

Doc ID: 20080407000139780

20140311000067760 1/5 \$286.55
Shelby Cnty Judge of Probate, AL
03/11/2014 01:32:30 PM FILED/CERT

RECORD AND RETURN TO:

Green Planet Servicing, LLC
321 Research Parkway, Suite 303
Meriden, CT 06450
ATTN: Loan Operations

Record & Return to:

The Accurate Group of Texas
4888 Loop Central Suite 500
Houston, TX 77081

GF2014010435

Loan No. 0708108302
Tax Parcel ID: 15-4-17-0-000-005.095
MIN: 100073300006377471

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PLEASE RECORD & RETURN TO:

National Advantage Settlement SVC
329 Forest Grove Road, STE 201
Coraopolis, PA 15108

ATG-1343716

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 26th day of April, 2013, between **James C. Jones Jr. and Gena P. Jones, husband and wife** ("Borrower(s)"), with an address of **935 Shelby Forest Way, Chelsea, Alabama 35043** and **MERS as nominee for Green Planet Servicing, LLC** ("Lender"), with offices at 321 Research Parkway, Suite 303, Meriden, CT 06450 "address" ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, originally given to **James C. Jones Jr. and Gena P. Jones, husband and wife**, dated **February 18, 2010** and recorded **February 26, 2010**, as **Document# 20100226000058140**, in the **Shelby County Clerk's Office**, in the original principal amount of **\$178,876.00**; 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 **935 Shelby Forest Way, Chelsea, Alabama 35043**, and more particularly described as follows:

See Legal Description annexed hereto and incorporated herein by reference as Exhibit "A".

With the original principal balance of U.S. **\$178,876.00**, with pre-modification principal of U.S. **\$169,448.35**, and with capitalized money amount of U.S. **\$4,217.65**.

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 **May 31, 2013**, the amount payable under the Note and the Security Instrument is **\$169,448.35** ("Unpaid Principal Balance"). The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses in the total amount of **\$4,217.65** have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 360 months. When payments resume on **June 1, 2013**, the New Unpaid Principal Balance will be **\$173,666.00**.

2. The Borrower(s) promise to pay the Unpaid Principal Balance, plus the interest, to the order of the Lender according to the schedule below. Interest will be charged on the Unpaid Principal Balance pursuant to the terms of the original Note and this Modification agreement as follows:

- (a) **360** monthly payments of principal & interest, calculated at the annual fixed rate of 3.750% (effective from **May 1, 2013**), in the amount of **\$804.27** beginning **June 1, 2013**, and on the 1st day of each month thereafter
- (b) If on **May 1, 2043** ("Maturity Date"), Borrower(s) still owe amounts under the Note, Security Instrument or this Agreement, the Borrower(s) shall pay these amounts in full on the Maturity Date.


Borrower(s) shall make the monthly payments described herein at "lender", "address", or at such other place that Lender may designate.

3. If all or any part of the Property or any interest therein is sold or transferred without Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement.

If Lender exercises this option, the Lender shall give the Borrower(s) notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which the Borrower(s) must pay all sums due under the Note, Security Instrument and this Agreement. If Borrower(s) fail to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Note, Security Instrument and /or this Agreement without further notice or demand on the Borrower(s).

4. Borrower(s) will also comply with all other covenants, agreements, terms, conditions, and requirements of the Note and Security Instrument, including, without limitation, the Borrower's agreement to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower(s) are obligated to pay under the terms of the Note and Security Instrument.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and/or Security Instrument. Except as expressly provided in this Agreement, the Note and Security Instrument will remain unchanged and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions of the instruments, as amended by this Agreement.


20140311000067760 2/5 \$286.55
Shelby Cnty Judge of Probate, AL
03/11/2014 01:32:30 PM FILED/CERT

BORROWER(S):

Date: 07 MAY 2013

James C. Jones Jr.
James C. Jones Jr.

Jessica Holland
Witness Signature

Jessica Holland
Witness Print Name

Gena P. Jones
Gena P. Jones

Jessica Holland
Witness Signature

Jessica Holland
Witness Print Name

STATE OF Alabama

COUNTY OF Shelby

On 05-07-2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **James C. Jones Jr. and Gena P. Jones** [] personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person^(s) whose name^(s) is/are subscribed to the within instrument and acknowledged to me that he/she^(they) executed the same in his/her^(their) authorized capacity^(ies), and that by his/her^(their) signature^(s) on the instrument the person^(s), or the entity upon behalf of which the person^(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kelly B. Mullin
Signature of Notary

Kelly B. Mullin
Notary Public State At Large
Commission Expires
June 28, 20

My commission expires: _____



20140311000067760 3/5 \$286.55
Shelby Cnty Judge of Probate, AL
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LENDER:

Date: May 10, 2013

BY: MERS as nominee for Green Planet Servicing, LLC


Sandra J. Jarish, Assistant Secretary


Witness #1 Signature

S. Joseph Arriaga

Witness #1 Print Name


Witness #2 Signature

Michael McArthur

Witness #2 Print Name

STATE OF Connecticut)

COUNTY OF New Haven)

On May 10, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Sandra J. Jarish [X] personally known to me - OR -- [] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary

Kamil Andrukiewicz

Printed Name

My commission expires:

KAMIL ANDRUKIEWICZ
NOTARY PUBLIC
State of Connecticut
My Commission Expires
March 31, 2017

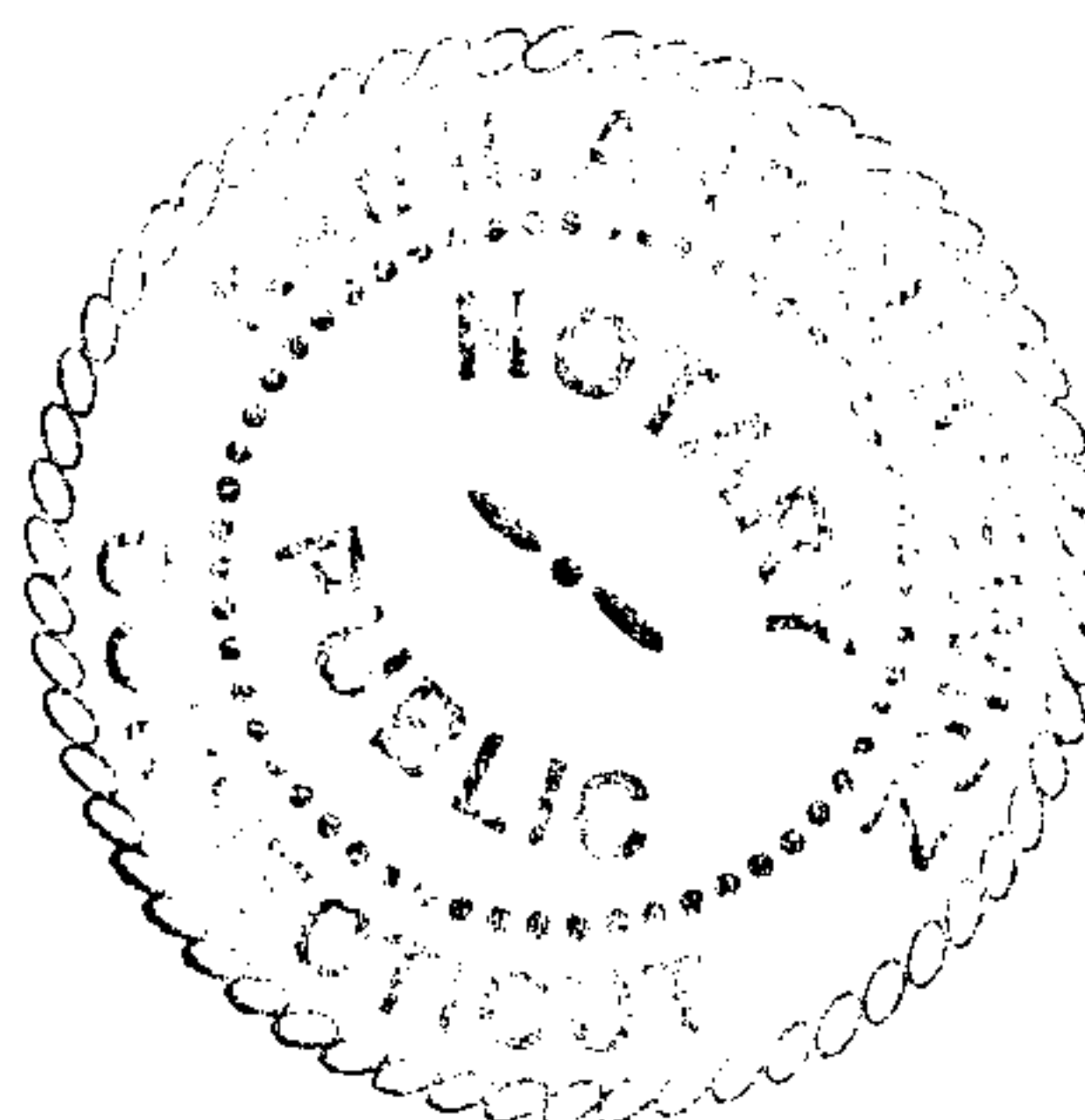


Exhibit "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF
Shelby, STATE OF **Alabama**, AND IS DESCRIBED AS FOLLOWS:

**Lot 406, according to the survey of Shelby Forest Estates, 4th Sector, as recorded
in Map Book 26, Page 19, in the Probate Office of Shelby County, Alabama.**

A.P.N.: 15-4-17-0-000-005.095



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