

After Recording Return To:

Mortgage Services

PO Box 5449

Mount Laurel, NJ 08054

Return to Phone: 877-766-8244

Indecomm Global Services

2925 Country Drive

St. Paul, MN 55117

This Document Prepared By:

PHH Mortgage Corporation

PO Box 5449

Mount Laurel, NJ 08054

SURESH CHANDRASEKARAN,

ANALYST



20140311000067800 1/8 \$258.35
Shelby Cnty Judge of Probate, AL
03/11/2014 01:35:47 PM FILED/CERT

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Original Recording Date: February 26, 2007

Original Loan Amount: \$161,400.00

Original Lender Name: COLDWELL BANKER

HOME LOANS

New Money: \$4,327.30

Loan No: 0041473836

Investor Loan No: 4005268658

MIN Number: 100020000414738363

Prepared Date: April 01, 2013

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 29th day of March, 2013, between **MARVIN J MCDONALD JR, AN UNMARRIED PERSON** ("Borrower") and **PHH MORTGAGE CORPORATION**, whose address is **1 MORTGAGE WAY, MOUNT LAUREL, NJ 08054** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **February 20, 2007** and recorded in **Instrument No: 20070226000087770**, 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

1013 PEARLE PLACE, CALERA, AL 35040,

(Property Address)

the real property described being set forth as follows:

PLEASE SEE ATTACHED EXHIBIT "A"

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 **June 1, 2013**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$148,810.32**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 **4.000%**, from **June 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. **\$621.94**, beginning on the **1st** day of **July, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.000%** will remain in effect until principal and interest are paid in full. If on **June 1, 2053** (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, including, where applicable, the Timely Payment Rewards rate reduction,



as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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) above.

5. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) 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.
- (d) 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.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required 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.
- (f) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Mortgagee, of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and



telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

6. 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 \$144,483.02. The principal balance secured by the existing security instrument as a result of this Agreement is \$148,810.32, which amount represents the excess of the unpaid principal balance of this original obligation.

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument

Loan No: 0041473836

8300a 11/12


Form 3179 1/01 (rev. 06/12)

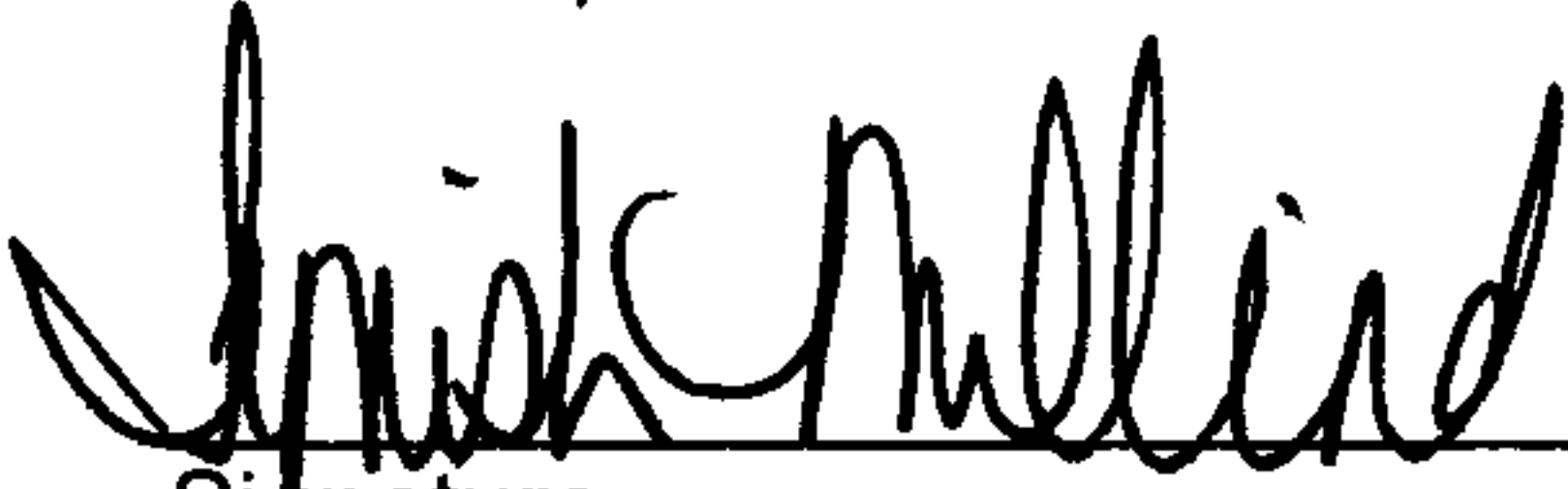
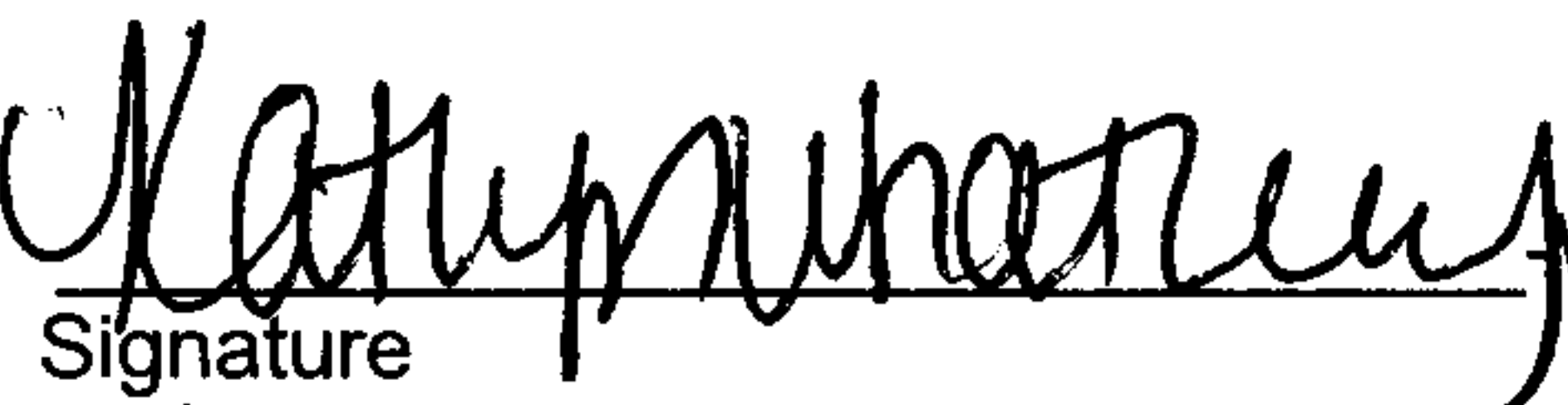
(page 4 of 7)



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

 (Seal)
MARVIN J MCDONALD JR -Borrower


<u></u> -Witness Signature	<u></u> -Witness Signature
<u>Lynisha Millender</u> -Witness Print Name	<u>Kathryn Whateley</u> -Witness Print Name

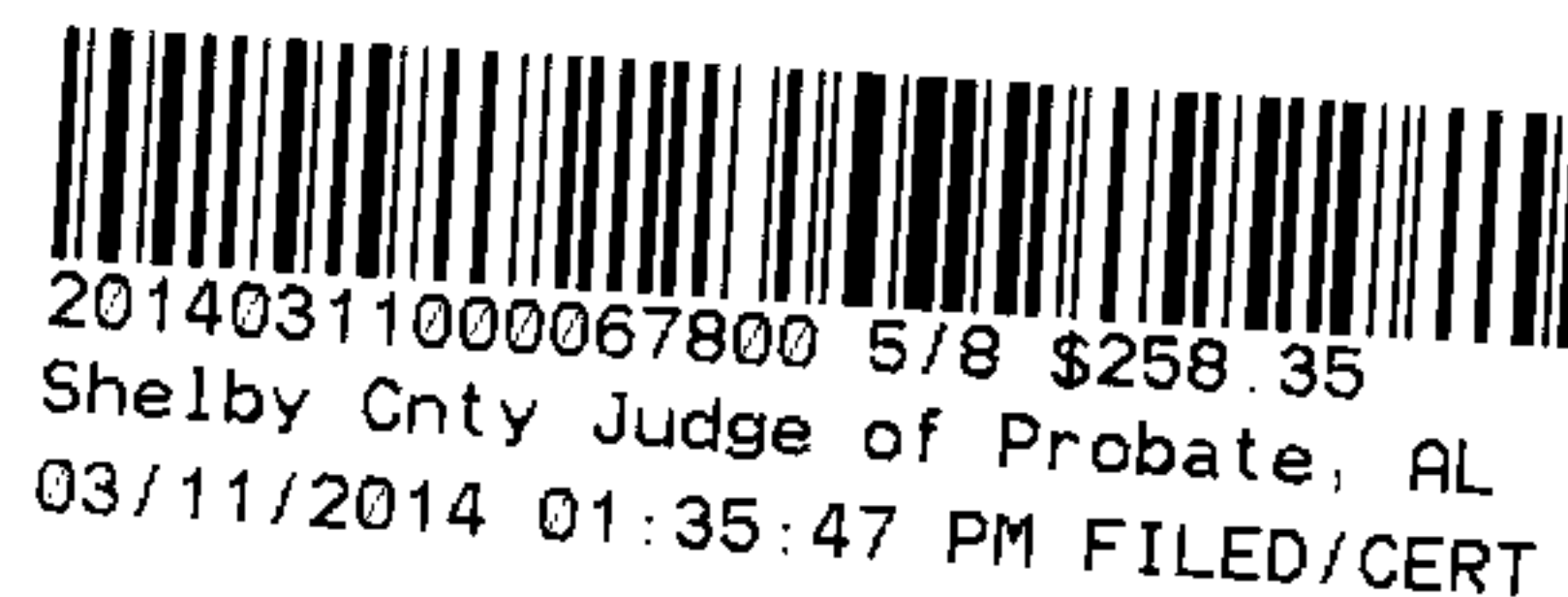
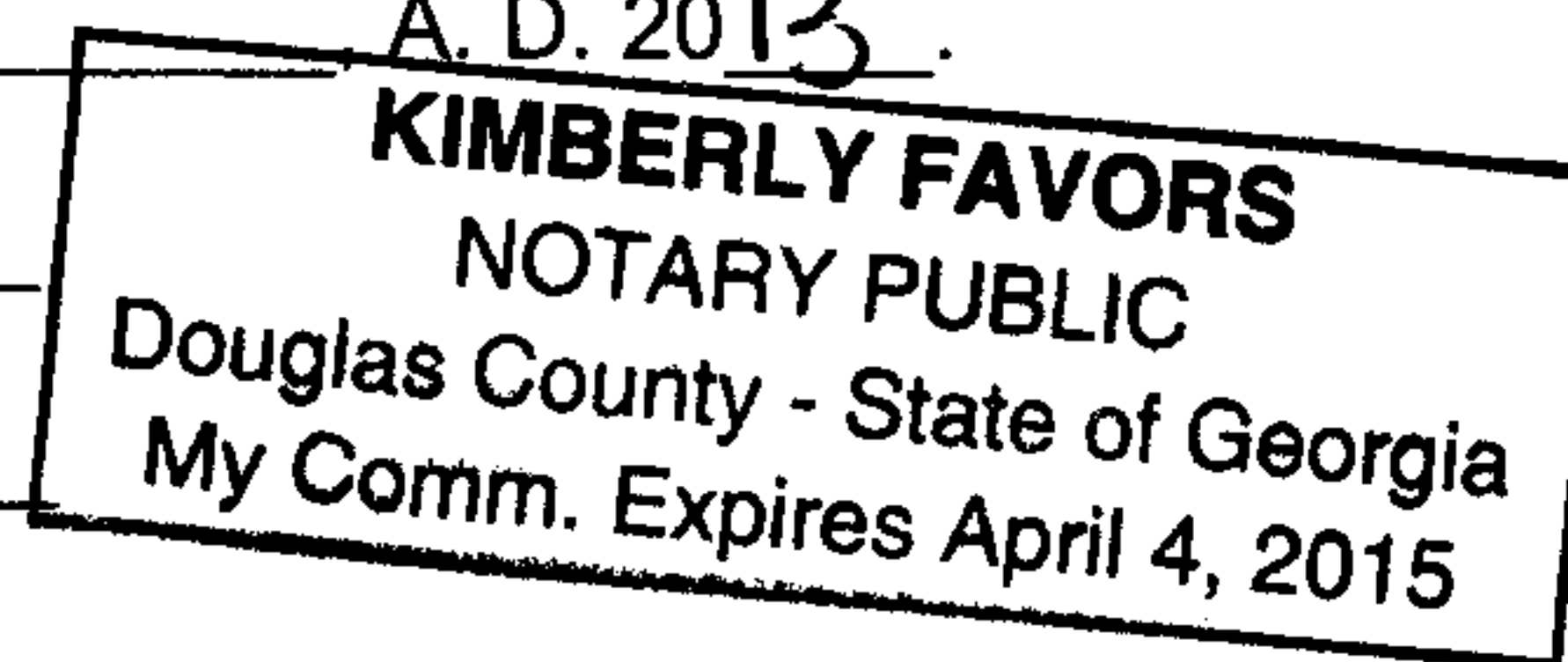
_____[Space Below This Line For Acknowledgments]_____
State of ~~Alabama~~ Georgia

County of Douglas

I, Kimberly Favors Notary Public, hereby certify that
(please print name)

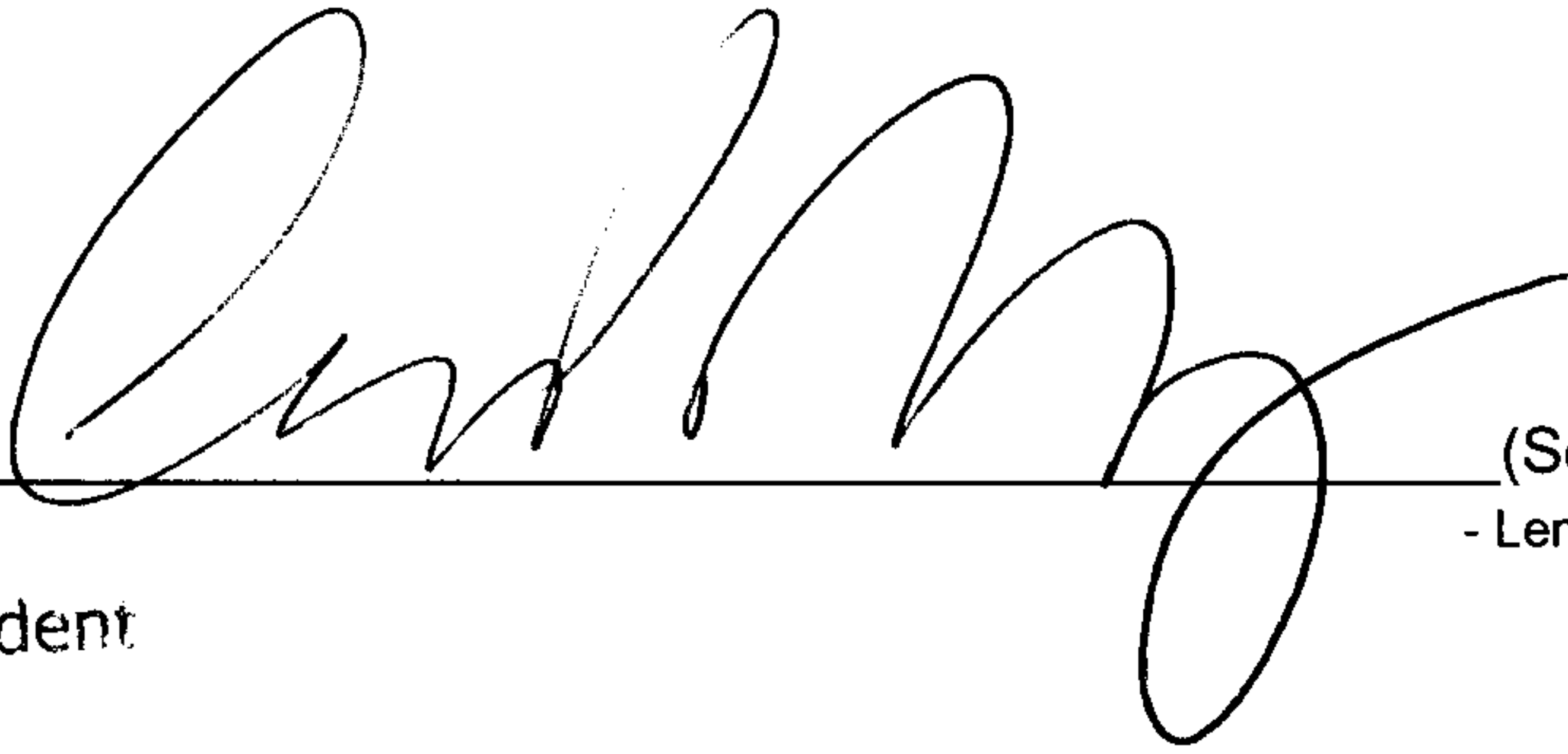
MARVIN J MCDONALD JR, AN UNMARRIED PERSON, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand this 17th day of April A. D. 2013.


(signature of officer)
My commission expires: 4-4-2015



PHH MORTGAGE CORPORATION

By: _____



(Seal)

- Lender

Name: **Amber Mooney**
Title: **Assistant Vice President**

05/09/2013
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington

On 5-9, 2013, before me, Rebecca L. Seaman,
(please print name)

a Notary Public in and for said State, personally appeared

Amber Mooney
Assistant Vice President

of the

Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Rebecca L. Seaman
Notary Public

REBECCA L. SEAMAN
NOTARY PUBLIC OF NEW JERSEY
ID # 2424214
Commission Expires 8/22/2017

Notary Public of New Jersey
My Commission expires: 8/22/2017




Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Title:

CANDACE GALLARDO, ASST. SECRETARY

Name

Title

Date of Signature: 5-9-13

[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington SS.:

I CERTIFY that on 5-9-2013

CANDACE GALLARDO, ASST. SECRETARY

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached instrument;

(b) was authorized to and did execute this instrument as **CANDACE GALLARDO, ASST. SECRETARY**

of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** the entity named in this instrument; and;

(c) executed this instrument as the act of the entity named in this instrument.

REBECCA L. SEAMAN
NOTARY PUBLIC OF NEW JERSEY
ID # 2424214
My Commission Expires 8/22/2017


(Print name and title below signature)

5-9-2013
Date

Lot 148, according to the Survey of Emerald Ridge Sector 1, as recorded
in Map Book 35, page 143, in the Probate Office of Shelby County, Alabama



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