

20140626000194540 1/8 \$227.90
Shelby Cnty Judge of Probate, AL
06/26/2014 04:12:23 PM FILED/CERT

WHEN RECORDED MAIL TO:

Bank of America, N.A.
11802 Ridge Parkway, Suite 100
Broomfield, CO 80021
Prepared by: Sarah Cook

ORIG.MTG \$ 126,148.00
NEW MTG \$ 128,514.58
NEW MONEY \$ 2364.58

Bank of America, N.A.
11802 Ridge Pkwy, Ste. 100, Broomfield, CO 80021
Document No.: 06521861822777105A
PREV REC INFO: 10/08/2008, INST # 20081008000397780
Space Above for Recorder's Use
636502-8888 APN: 23-1-02-2-001-025-000

LOAN MODIFICATION AGREEMENT



Borrower ("I")¹: RACHEL SMITH and MICHAEL SMITH **Marital Status**: Wife & Husband

Lender or Servicer ("Lender"): Bank of America, N.A.

Date of first-lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): September 30, 2008

FHA Loan Number: 116064696703

Property Address ("Property"): 705 3rd Avenue SW, Alabaster, AL 35007

See attached Exhibit "A" for Legal Description

¹ If more than one Borrower or Mortgagor executes this document, each is referred to as "I." Words signifying the singular (such as "I") include the plural (such as "we") and vice versa where appropriate.

FHA-HAMP Loan Modification Agreement

One- to Four-Family Bank of America, N.A. (rev. 111219/11)



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Recording information: Mortgage recorded in Book/Liber _____ at page(s) _____ of the _____ Records of _____.

(Name of Records)

(County and State, or Other Jurisdiction)

Important Disclosures: The Federal Housing Administration (FHA) requires that the Lender provide you with information to help you understand the modified mortgage and partial claim terms that are being offered to you. The Lender must timely provide you with clear and understandable written information about the terms, costs, and risks of the modified mortgage to enable the Borrower to make informed decisions. This information is included below. Please read it carefully.

If my representations in Section 1 are true in all material respects and if I have satisfied all of the preconditions in Section 2, this Loan Modification Agreement ("Agreement") will, as set forth in Section 3, modify (1) the Mortgage on the Property and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are called the "Loan Documents." Capitalized terms used in this Agreement and not otherwise defined have the meanings set forth in the Mortgage and/or Note, as applicable.

1. My Representations. I certify, represent to Lender, and agree:

- A. I am experiencing a financial hardship. As a result, (1) I am in default under the Loan Documents and (2) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments due under the Loan Documents.
- B. I live in the Property as my principal residence. The Property has not been condemned.
- C. Except as approved in writing by the FHA or Lender, there has been no change in the ownership of the Property since I signed the Loan Documents.
- D. I have provided documentation for **all** income that I receive. I am not required to disclose child support or alimony, unless I chose to rely on such income to qualify for the FHA-Home Affordable Modification Program ("Program").
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including (but not limited to) the documents and information regarding my eligibility for the Program, are true and correct.
- F. I have made all payments required under a trial period plan, as required under the Program.

2. Acknowledgements and Preconditions to Modification. I understand, acknowledge, and agree:



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- A. As a precondition to receiving this proposed modification of the Loan Documents, I must accept and fully execute the FHA's required subordinate mortgage (also called a Partial Claim Note and Security Instrument).
 - B. Prior to the Modification Effective Date (as defined in Section 3), if Lender determines that any of my representations in Section 1 are no longer true and correct, (1) the Loan Documents will not be modified, (2) this Agreement will not be valid, and (3) the Lender will have all of the rights and remedies provided by the Loan Documents.
 - C. The Loan Documents will not be modified unless the Modification Effective Date (as defined in Section 3) has occurred.
 - D. The Lender has no obligation to make any modification of the Loan Documents if any of the requirements under this Agreement has not been met.
3. **The Modification.** If my representations in Section 1 continue to be true and correct and all preconditions to the modification in Section 2 have been met, the Loan Documents will automatically become modified (the "Modified Loan Documents") on February 1, 2014 (the "Modification Effective Date") and Lender will waive all due and unpaid late charges.
- A. The new Maturity Date will be: January 1, 2044
 - B. The new principal balance of my Note will be \$128,514.58 (the "New Principal Balance").
 - C. I promise to pay the New Principal Balance, plus interest, to the order of Lender.
 - D. The annual interest rate on the New Principal Balance will be 4.875%, beginning January 1, 2014, both before and after any new default. This fixed interest rate will remain in effect until principal and interest and all of the obligations due under the Modified Loan Documents are paid in full.
 - E. On August 1, 2014 and on the first day of each month thereafter until all of the obligations due under the Modified Loan Documents are paid in full, Borrower must make monthly payments of \$967.06 (each, a "Monthly Payment"). Each Monthly Payment includes principal and interest of \$680.11, plus the current required escrow payment of \$286.95. My required escrow payments will likely adjust periodically in accordance with applicable law. If an escrow adjustment occurs, my total monthly payment would change accordingly.
 - F. I will be in default if I do not comply with the terms of the Modified Loan Documents.



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4. **Additional Agreements.** I understand and agree:

- A. I accept the risks of entering into this Agreement. These risks include (but are not limited to):
- (1) The FHA's subordinate lien will require a balloon payment when I pay off, sell, or refinance the Property, which may make these things more difficult to do. The FHA's subordinate lien may also make it more difficult to get additional subordinate lien financing.
 - (2) My modified loan will have a fixed interest rate that will not change. As a result, if the interest rate in my Loan Documents could go up and down based on changes in an index, my new fixed interest rate might sometimes be higher than I would have paid before this modification.
- B. All persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (1) a borrower or co-borrower is deceased; (2) the borrower and co-borrower are divorced and the Property has been transferred to one spouse in the divorce decree, in which event 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 (3) the Lender has waived this requirement in writing.
- C. This Agreement supersedes the terms of any modification, forbearance, trial period plan, or workout plan that I entered into with Lender before the date of this Agreement.
- D. Except to the extent modified by this Agreement, I will comply, with all covenants, agreements, and requirements of the Loan Documents, including (but not limited to) my agreement to pay all taxes, insurance premiums, assessments, Escrow Items, impounds, and all other similar obligations, the amounts of which may change in accordance with the terms of my Modified Loan Documents.
- E. The Modified Loan Documents are duly valid, binding agreements, enforceable in accordance with their terms and are hereby ratified and confirmed.
- F. All terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect. Nothing in this Agreement satisfies or releases any obligation in the Loan Documents. Except as expressly modified by this Agreement, I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents and this Agreement.



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- G. I will fully cooperate with Lender in obtaining any title endorsement(s) or similar title insurance product(s) and/or any subordination agreement(s) that are necessary or required by Lender's procedures and/or the Program to ensure that the Mortgage, as modified by this Agreement, is in first-priority lien position and is fully enforceable. The terms of this Agreement will not become effective, and this Agreement will be null and void, if Lender does not receive such title endorsement(s), title insurance product(s), and/or subordination agreement(s) on or before the Modification Effective Date.
- H. If an error is detected after execution of this Agreement, I will execute any documents reasonably necessary to (1) consummate the terms and conditions of this Agreement and/or (2) correct the terms and conditions of this Agreement (a "Corrected Agreement"). If I receive a Corrected Agreement from Lender, this Agreement will be void and of no legal effect. If I elect not to sign a Corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Program.
- I. Lender will collect and record, as applicable, personal information about me, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity ("Personal Information"). In addition, I consent to the disclosure of my Personal Information and the terms of the trial period plan and this Agreement by Lender to (1) any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s), (2) companies that perform support services for the Program, and (3) any HUD-certified housing counselor.
- J. If any document related to the Loan Documents and/or this Agreement is lost, misplaced, or otherwise missing, I will comply with Lender's request to execute, acknowledge, initial, and deliver to Lender any documents Lender deems necessary ("Replacement Documents"). I will deliver the Replacement Documents within ten days after I receive Lender's written request for such Replacement Documents.
- K. I acknowledge receipt from Lender of the Notice of Special Flood Hazard and Availability of Federal Disaster Relief Assistance (the "Notice") a reasonable period of time in advance of my execution of this Agreement to enable me to obtain any flood insurance required under the terms of the Notice.



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In Witness Whereof, the Lender and I have executed this Agreement.
(Signatures must be signed exactly as printed, original signature required, no photocopies accepted)

Rachel Smith

Rachel Smith

(Must Be Signed Exactly As Printed)

06-13-2014

MM/DD/YYYY

Michael Smith

Michael Smith

(Must Be Signed Exactly As Printed)

06/13/2014

MM/DD/YYYY

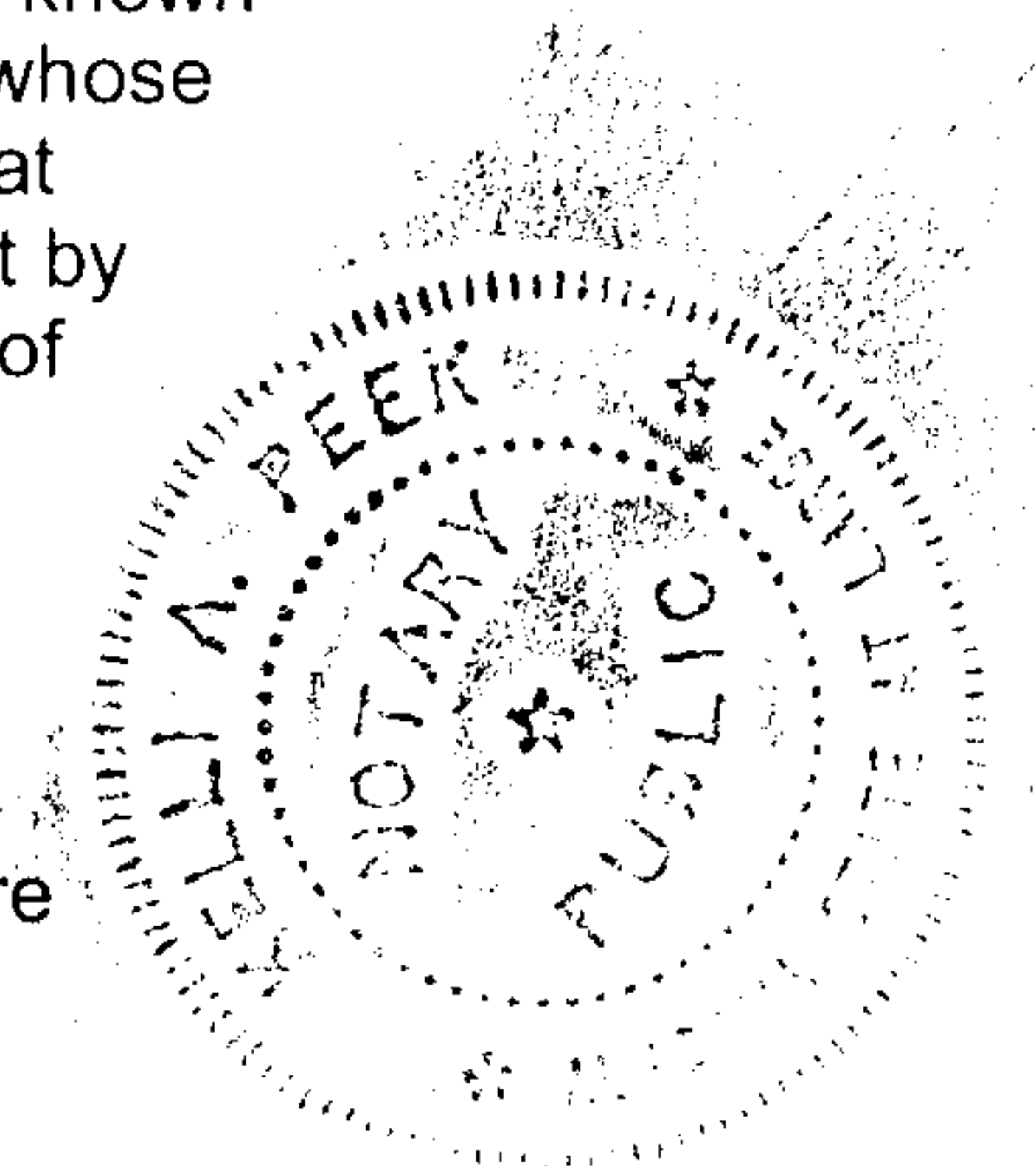
_____[Space below this line for Acknowledgement]_____
STATE OF Alabama
COUNTY OF Shelby

On the 13th day of June in the year 2014 before me, Kelli A. Peek
Notary Public, personally appeared Rachel Smith and Michael Smith, 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 entity upon behalf of
which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Kelli A. Peek Notary Signature
Kelli A. Peek Notary Public Printed Name Please Seal Here

MY COMMISSION EXPIRES SEPTEMBER 14, 2014

Notary Public Commission Expiration Date



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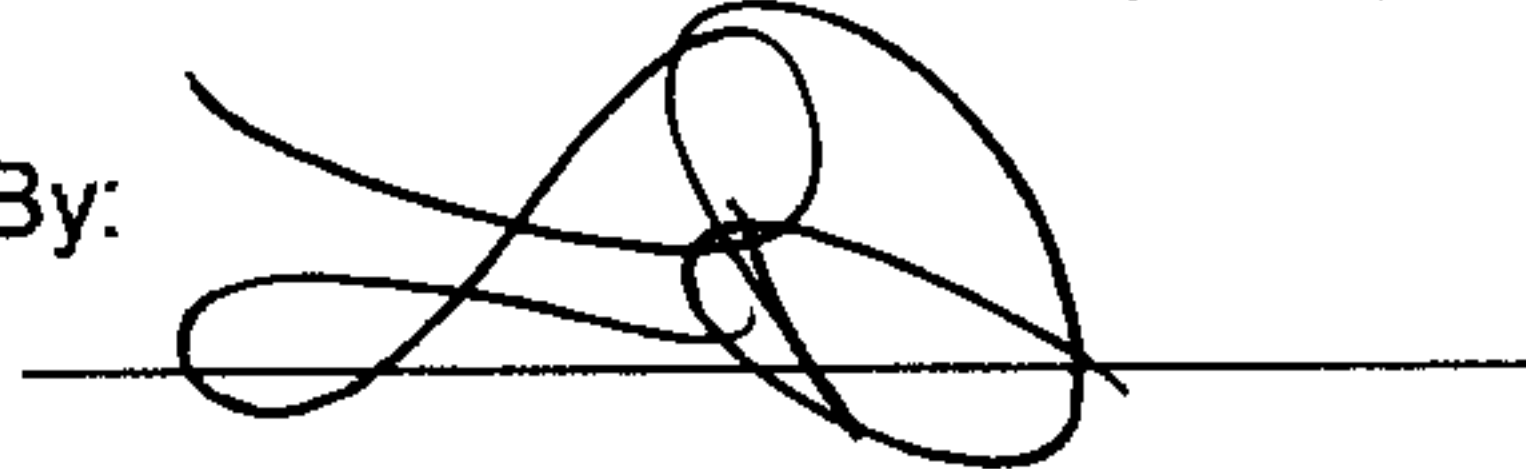
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DO NOT WRITE BELOW THIS LINE.

THIS SECTION IS FOR INTERNAL USE ONLY

Bank of America, N.A., for itself or as successor by merger to BAC Home Loans Servicing, LP
By: Urban Settlement Services, LLC, its attorney in fact

By:



Dated:

JUN 17 2014

Name: LAURA DUNNELL
Title: ASSISTANT SECRETARY

[Space below this line for Acknowledgement]

STATE OF COLORADO
COUNTY OF BROOMFIELD

On JUN 17 2014 before Me, SUSANNA L. CADE Notary Public, personally appeared
LAURA DUNNELL Assistant Secretary of Urban Settlement

Services, LLC., attorney in fact for Bank of America, N.A., 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Susanna L Cade Notary Signature

SUSANNA L. CADE

Notary Public Printed Name Please Seal Here

FEB. 18, 2018

Notary Public Commission Expiration Date

SUSANNA L. CADE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064004986
My Commission Expires Feb. 18, 2018

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Exhibit A

Legal Description

A PARCEL OF LAND SITUATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY, WITH A STREET LOCATION ADDRESS OF 705 3RD AVE SW, ALABASTER, AL 35007-9734 CURRENTLY OWNED BY RACHEL SMITH AND MICHAEL SMITH HAVING A TAX IDENTIFICATION NUMBER OF 23-1-02-2-001-025-000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED IN BOOK/PAGE OR DOCUMENT NUMBER 397770 DATED 9/30/2008 AND FURTHER DESCRIBED AS NICKERSONS SURVEY HELENA RD E 135 OF LTS 8 AND 9 BLK2 PB3 P65/116 COM NW COR LT 8 BLK2 IN NW1/4 SLY23 CONT 180 ELY200 FT TOPOB CONT 100 NLY180 WLY100 SLY180 FT TO POB.

