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This Document Prepared By:  
**NATIONSTAR MORTGAGE LLC**  
**350 HIGHLAND DRIVE**  
**LEWISVILLE, TX 75067**  
**Tatiana Vakidis**



20140711000210700 1/7 \$271.55  
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07/11/2014 01:53:40 PM FILED/CERT

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_  
Original Recording Date: **July 17, 2008** Loan No: **596606891**  
Original Loan Amount: **\$182,043.00** FHA Case Number: **011-5893086**  
New Money: **\$0.00** MIN Number: **100115501080501049**



REF88848327A

**FILE** 1st

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 6th day of May, 2014, between **DANIEL OSTEEN, HUSBAND and CINDY OSTEEN, WIFE** whose address is **233 FARMINGDALE TRACE, HARPERSVILLE, AL 35078** ("Borrower") and **NATIONSTAR MORTGAGE LLC** which is organized and existing under the laws of **The United States of America**, and whose address is **350 HIGHLAND DRIVE, LEWISVILLE, TX 75067** ("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") dated **June 09, 2008** and recorded in **Mortgage Book N/A**, Instrument No: **20080717000288910**, 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

**233 FARMINGDALE TRACE, HARPERSVILLE, AL 35078,**

(Property Address)

the real property described being set forth as follows:

**See Exhibit "A" attached hereto and made a part hereof;**



\* 5 9 6 6 0 6 8 9 1 \*  
HUD MODIFICATION AGREEMENT  
8300h 11/12



\* 1 1 3 3 8 5 + 1 0 \*

(page 1 of 6)

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, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$159,604.28**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest 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 **4.625%**, from **June 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. **\$820.59**, beginning on the **1st** day of **July, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **June 1, 2044** (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) above.



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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.



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*Daniel Osteen*

DANIEL OSTEEN -Borrower

(Seal)

*Cindy Osteen*

CINDY OSTEEN -Borrower

(Seal)

*Robin A. Walker*

-Witness

Signature

Robin A. Walker

-Witness

Print Name

*Kim Hendrix*

-Witness

Signature

Kim Hendrix

-Witness

Print Name

[Space Below This Line For Acknowledgments]

State of Alabama

County of

Jefferson

I,

Shannon Keith

hereby certify that

Daniel Osteen

Cindy Osteen

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 20<sup>th</sup> day of May, A. D. 2014.

*Shannon Keith*

(signature of officer)

My commission expires:

8/22/15



\* 5 9 6 6 0 6 8 9 1 \*  
HUD MODIFICATION AGREEMENT  
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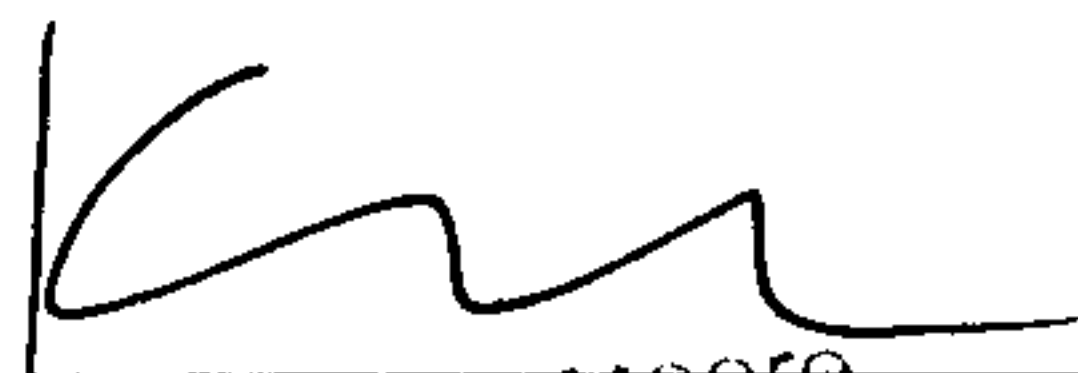
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**NATIONSTAR MORTGAGE LLC**

By:  (Seal) - Lender  
Name: Krista Moore  
Title: Assistant Secretary

5-29-14  
Date of Lender's Signature  
[Space Below This Line For Acknowledgments]

State of Texas

County of Dallas

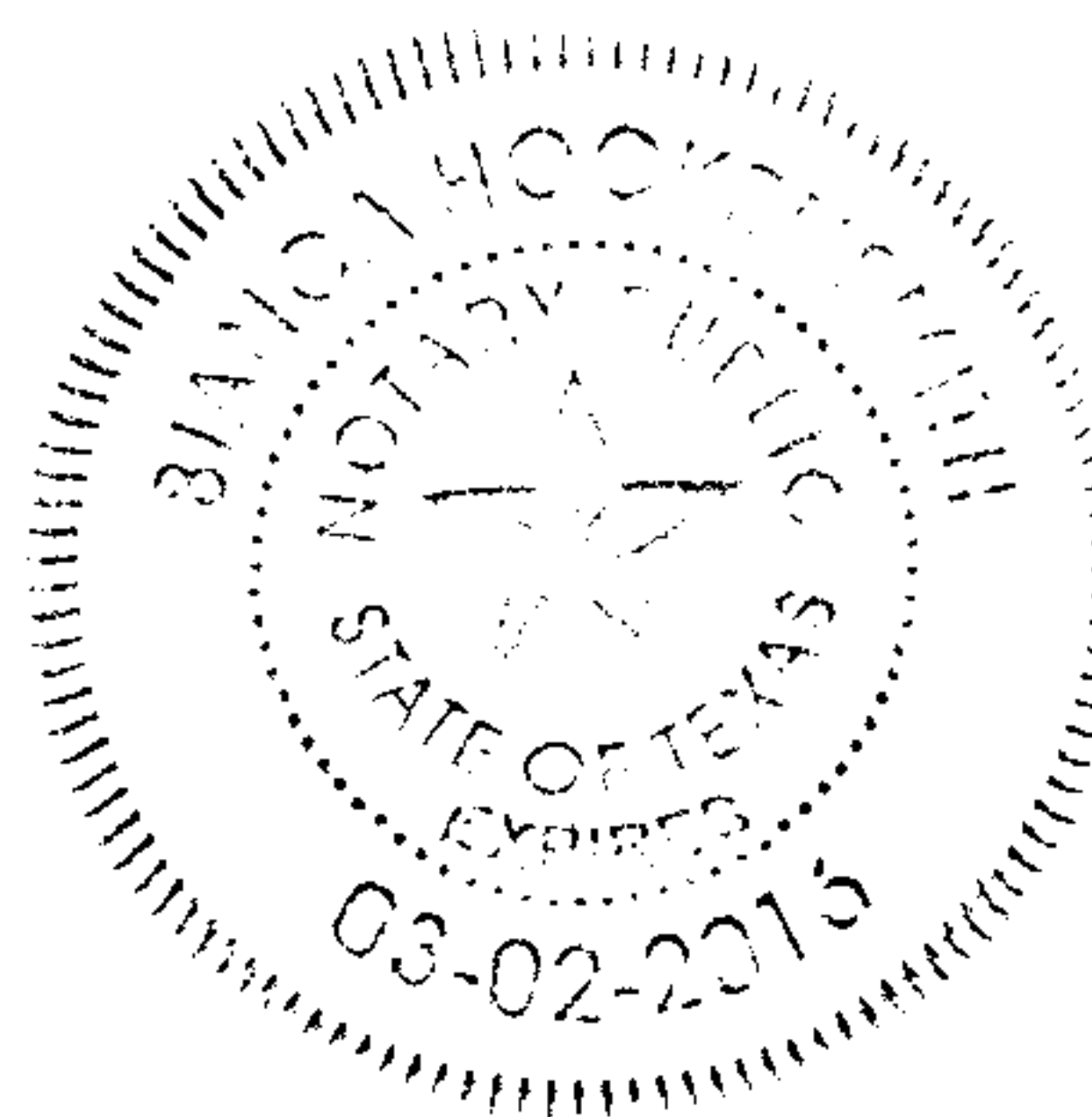
I, Bianca Hockensmith, hereby certify that \_\_\_\_\_  
Krista Moore, the Assistant Secretary of  
Nationstar Mortgage LLC

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

29 day of May, A. D. 20 14.

  
(signature of officer)

My commission expires: 3/2/16



\* 5 9 6 6 0 6 8 9 1 \*  
HUD MODIFICATION AGREEMENT  
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Km 5-29-14

Krista Moore

Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Title: Assistant Secretary

[Space Below This Line For Acknowledgments]

State of Texas

County of Dallas

I, Bianca Hockensmith, hereby certify that \_\_\_\_\_

Krista Moore

the Assistant Secretary

of

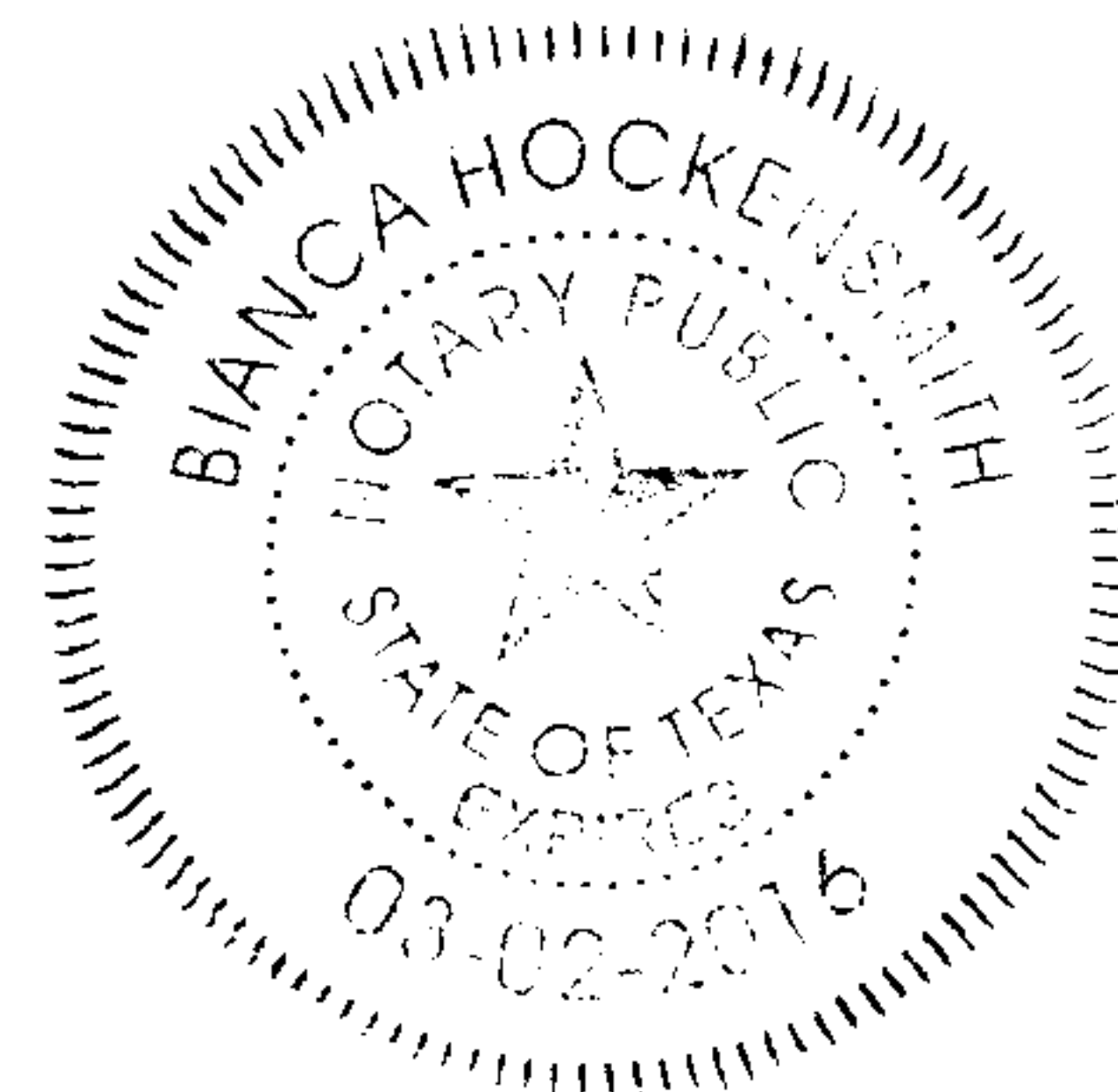
Mortgage Electronic Registration System, Inc.

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

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(signature of officer)

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## Exhibit "A"

Loan Number: **596606891**

Property Address: **233 FARMINGDALE TRACE, HARPERSVILLE, AL 35078**

Legal Description:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 44, ACCORDING TO THE MAP OF FARMINGDALE ESTATES, SECTOR 3, AS RECORDED IN MAP BOOK 37, PAGE 77, PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

  
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