

20150120000019600 1/6 \$394.40
Shelby Cnty Judge of Probate, AL
01/20/2015 12:39:48 PM FILED/CERT

After Recording Return To:
Mortgage Services
PO Box 5449
Mount Laurel, NJ 08054
Return to Phone: 877-766-8244

This Document Prepared By:
PHH Mortgage Corporation
PO Box 5449
Mount Laurel, NJ 08054
Tuyet Tran, Specialist

_____[Space Above This Line For Recording Data]_____
Original Recording Date: **January 04, 2006** Loan No: **7103904459**
Original Loan Amount: **\$415,000.00**
Original Lender Name: **Merrill Lynch Credit Corporation**
New Money: **\$18,274.04** Mortgage Electronic Registration
Systems, Inc., as Nominee for the
Lender
Prepared Date: November 21, 2014
When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 21st day of November, 2014, between **RONALD MCKINNON, AND WIFE, LASHANA MCKINNON** ("Borrower") and **Citibank, N.A., as Trustee for PHHMC Mortgage Pass-Through Certificates, Series 2006-1, whose address is 1 Mortgage Way, Mt. Laurel, NJ 08054** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **December 30, 2005** and recorded in **Instrument No: 20060104000006120**, 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

1063 GRAND OAKS DRIVE, BESSEMER, AL 35022,
(Property Address)

the real property described being set forth as follows:

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



* 7 1 0 3 9 0 4 4 5 9 *

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument

Loan No: **7103904459**

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Form 3179 1/01 (rev. 4/14)

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Assignment from Mortgage Electronic Registration Systems, INC. as Nominee for Merrill Lynch Credit Corporation to Citibank, N.A., as Trustee for PHHMC Mortgage Pass-Through Certificates, Series 2006-1 recorded 10/11/13, Doc 2013011000408530.

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 **April 1, 2015**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$243,549.99**, 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 **April 1, 2015**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,801.51**, beginning on the **1st** day of **May, 2015**, 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 **April 1, 2030** (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. 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) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging [].



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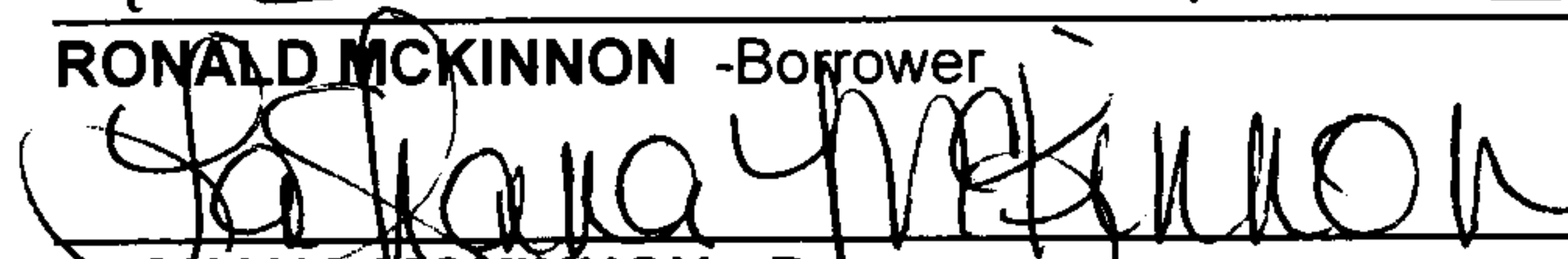
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6. This Agreement modifies an obligation secured by an existing security instrument recorded in Shelby County, AL, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$225,275.95. The principal balance secured by the existing security instrument as a result of this Agreement is \$243,549.99, which amount represents the excess of the unpaid principal balance of this original obligation.

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

 (Seal)
RONALD MCKINNON -Borrower
 (Seal)
LASHANA MCKINNON -Borrower

_____[Space Below This Line For Acknowledgments]_____


State of Alabama

County of Jefferson

I, Lorenz Neuhoff Notary Public, hereby certify that
(please print name)

RONALD MCKINNON and LASHANA MCKINNON, 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 2nd day of December, A. D. 20 14


(signature of officer)

My commission expires: 4/22/2017

Origination Company: Citibank, N.A., as Trustee for PHHMC Mortgage Pass-Through Certificates,
Series 2006-1
NMLSR ID: 2726



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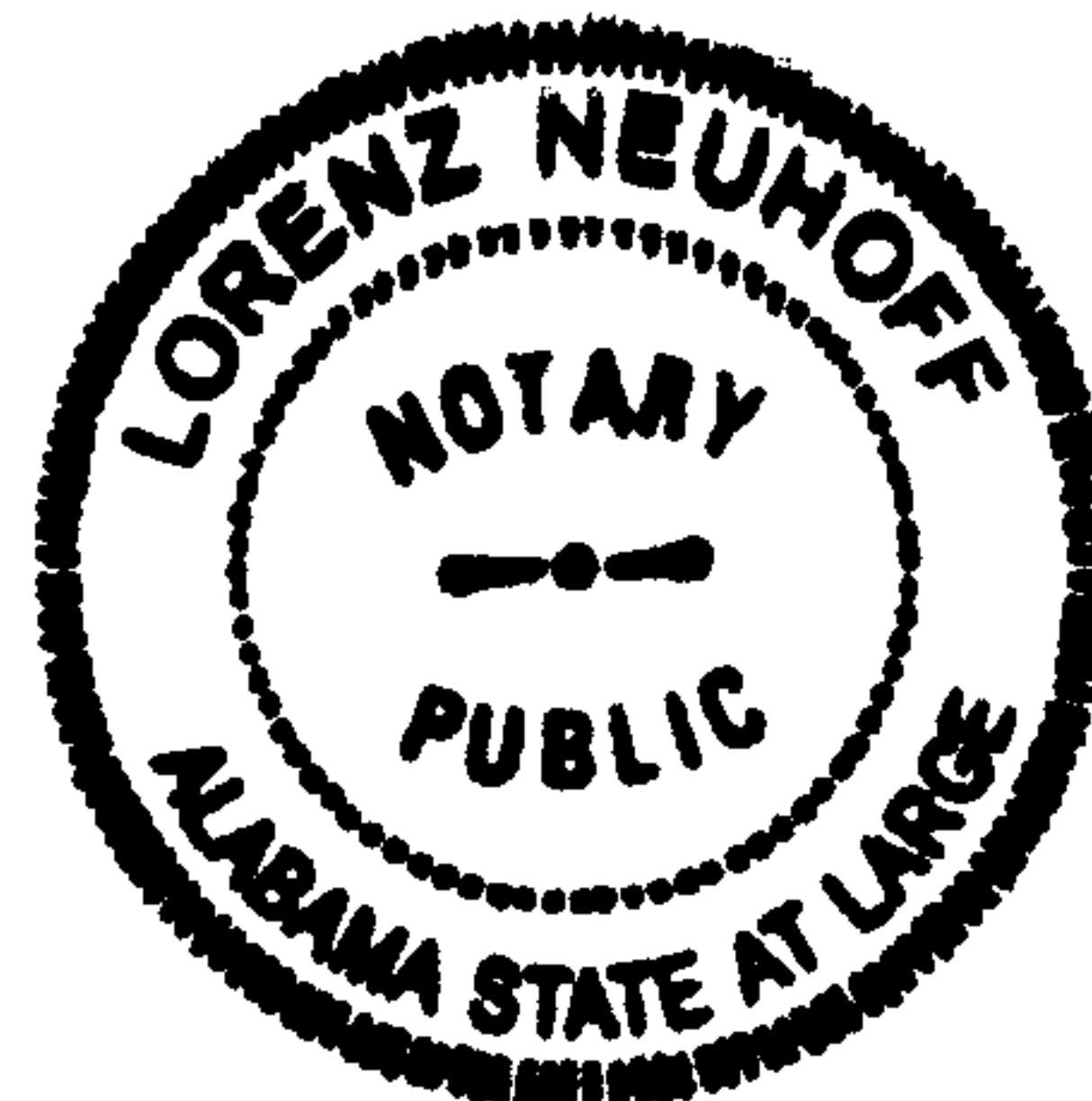
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Citibank, N.A., as Trustee for PHHMC Mortgage Pass-Through Certificates, Series 2006-1

By: [Signature] (Seal) - Lender

Name: **JOSHUA DAWSON, ASST. V.P.**

Title: PHH Mortgage Corporation as Servicer with Delegated Authority under The Transaction Documents

12-22-14
Date of Lender's Signature

_____[Space Below This Line For Acknowledgments]_____

State of New Jersey, County of Burlington

On Dec 22, 2014, before me, **TUYET THI-BACH TRAN**,
(please print name)

a Notary Public in and for said State, personally appeared

JOSHUA DAWSON, ASST. V.P.

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.

[Signature]
Notary Public

TUYET THI-BACH TRAN

Notary Public of New Jersey

My Commission expires: 3-13-19

Tuyet Thi-Bach Tran
Notary Public, New Jersey
My Commission Expires 3-13-19



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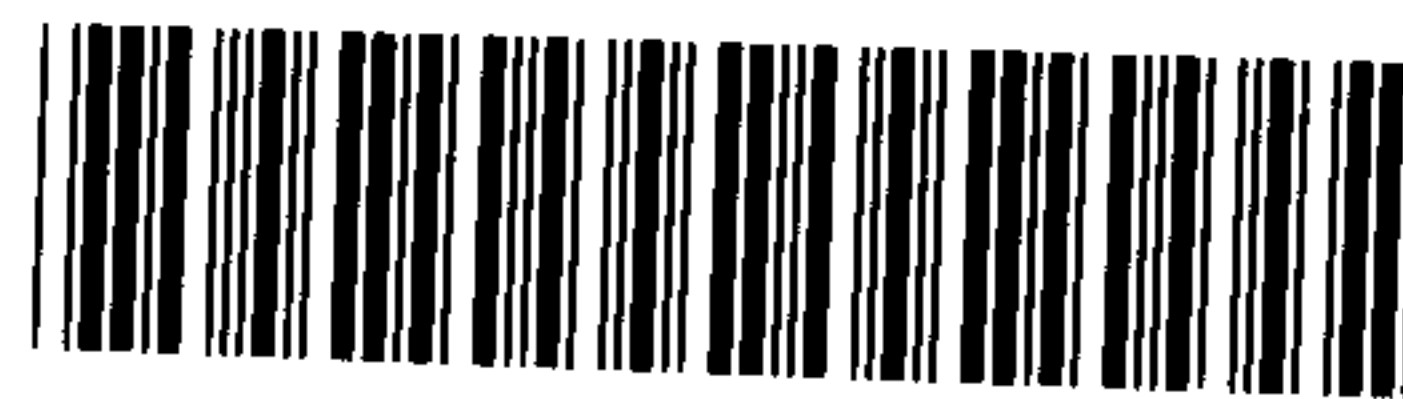
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EXHIBIT A

LEGAL DESCRIPTION

Lot 15, according to the Survey of Grand Oaks, as recorded in Map Book
31, Page 68 in the Probate Office of Shelby County, Alabama.



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