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03/04/2015 12:29:40 PM
MORTAMEN 1/7

Prepared by: Michael L. Riddle
Middleberg Riddle Group
717 N. Harwood, Suite 1600
Dallas, TX 75201

Recording Requested By and Return To:
QUICKEN LOANS INC.
SERVICING CLIENT SOLUTIONS TEAM
635 WOODWARD
DETROIT, MI 48226

Source of Title: Deed Book _____, Page _____

[Space Above This Line For Recording Data]
Loan No: **3316031107** Data ID: **324**
Borrower: **GREGG EMERSON**

Modified Interest Bearing Amount: **\$194,216.25**
Original Principal Amount: **\$220,000.00**
Modified Principal Amount: **\$194,216.25**

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **11th day of February, 2015**, between **GREGG EMERSON AND CHANDRA B EMERSON**, whose address is **72 HONEYSUCKLE CIR, HELENA, ALABAMA 35080** ("Borrower") and **QUICKEN LOANS INC., 635 WOODWARD, DETROIT, MI 48226** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **May 22, 2009** and recorded in as **Instrument Number 20090603000211680** of the Official Records of the County Recorder's or Clerk's Office of **SHELBY COUNTY, ALABAMA** 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:

72 HONEYSUCKLE CIR, HELENA, ALABAMA 35080
[Property Address]

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the real property described being set forth as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

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 **February 1, 2015**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$194,216.25**, 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 **4.3750%**, from **February 1, 2015**. Borrower promises to make monthly payments of principal and interest of U.S. **\$857.58**, beginning on the **first day of March, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.3750%** will remain in effect until principal and interest are paid in full.

If on **February 1, 2055** (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 this 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.

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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.
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) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
 - (d) 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.
 - (e) 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.
 - (f) 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.
 - (g) Any Borrower who co-signs this Agreement but did not sign the Note, is not personally obligated to pay the Unpaid Principal Balance.

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(h) 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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.....(Seal)
GREGG EMERSON —Borrower

.....(Seal)
CHANDRA B EMERSON —Borrower

- Borrower Acknowledgment -


STATE OF ALABAMA
COUNTY OF SHELBY

§
§

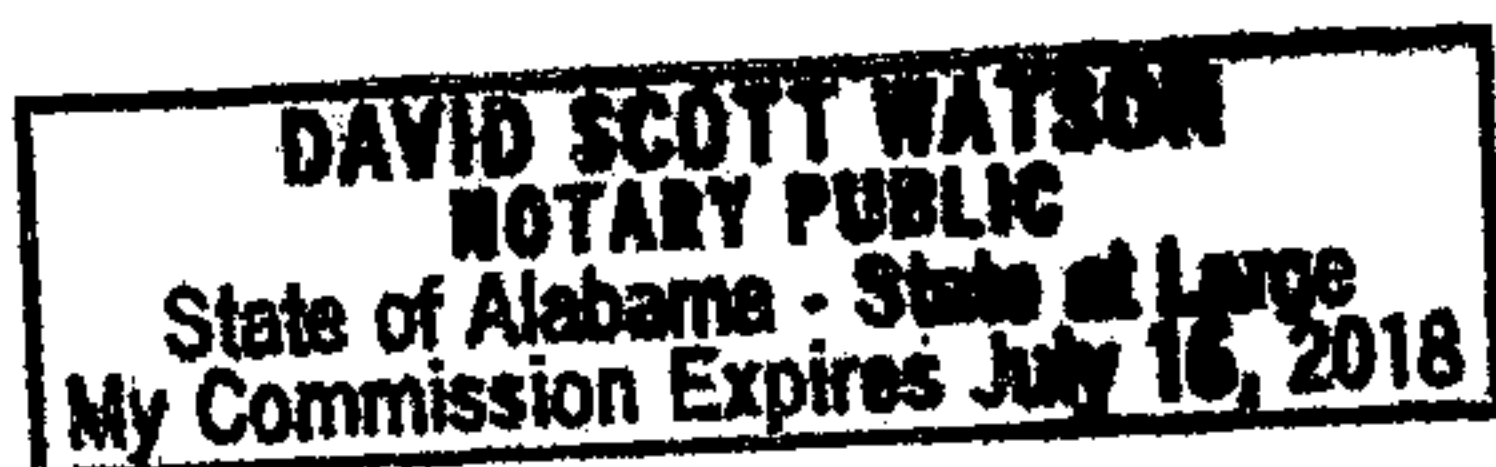
I, David Scott Watson, a Notary Public, hereby certify that
GREGG EMERSON AND CHANDRA B EMERSON
whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before
me on this day that, being informed of the contents of the conveyance, they executed the same
voluntarily on the day the same bears date.

Given under my hand this 21 day of February ²⁵2015, A.D. 2015.

[Seal]


Notary Public
David Scott Watson

My commission expires: July 16, 2018



Loan No: 3316031107

Data ID: 324

Lender: QUICKEN LOANS INC.

By: Kasandra Walker

Its: Kasandra Walker
(Printed Name and Title)
Loss Mitigation Officer

Date of Lender's Signature: March 2, 2015
- Lender Acknowledgment -

STATE OF MICHIGAN
COUNTY OF WAYNE

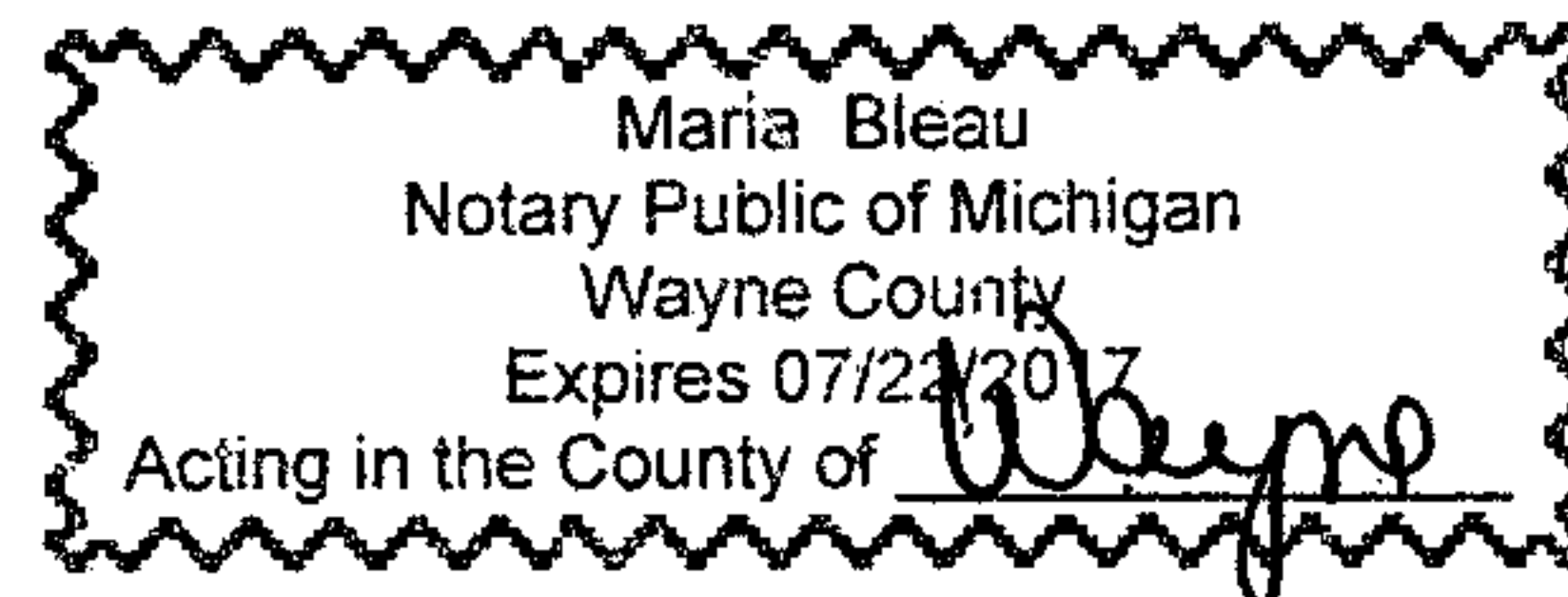
I, Maria Bleau, a Notary Public in and for said County
in said State, hereby certify that Kasandra Walker
whose name as Loss Mitigation Officer of QUICKEN LOANS INC., is signed to
the foregoing instrument, and who is known to me, acknowledged before me on this day that, being
informed of the contents of the instrument, he/she, as such officer and with full authority, executed
the same voluntarily for and as the act of said entity.

Given under my hand this 2 day of March, 2015.

Maria Bleau
Notary Public

Maria Bleau
(Printed Name)

My commission expires: 7/22/2017



Loan No: 3316031107
Borrower: GREGG EMERSON

Data ID: 324

Property Address: 72 HONEYSUCKLE CIR, HELENA, ALABAMA 35080

LEGAL DESCRIPTION

Tax Id Number(s): 12 7 26 0 000 028.000

Land Situated in the City of Helena in the County of Shelby in the State of AL

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 3 INCH CAPPED PIPE FOUND AT THE NE CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA; THENCE SOUTH 1 DEGREES 59 MINUTES 47 SECONDS EAST ALONG THE WEST LINE OF SAID 1/4-1/4 335.12 FEET MEASURED, 333.00 FEET MAP, TO A 5/8 INCH REBAR FOUND AT THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 1 DEGREES 59 MINUTES, 47 SECONDS EAST ALONG SAID LINE 332.00 FEET TO A 5/8 INCH REBAR FOUND; THENCE SOUTH 87 DEGREES 30 MINUTES, 13 SECONDS WEST 218.00 FEET TO A 5/8 INCH REBAR FOUND; THENCE SOUTH 2 DEGREES 01 MINUTES 12 SECONDS EAST 85.00 FEET TO A 5/8 INCH REBAR SET; THENCE SOUTH 87 DEGREES 30 MINUTES 10 SECONDS WEST 100 FEET TO A 5/8 INCH REBAR SET; THENCE SOUTH 2 DEGREES 01 MINUTES 19 SECONDS EAST 16.00 FEET TO A 5/8 INCH REBAR SET; THENCE SOUTH 87 DEGREES 32 MINUTES 37 SECONDS WEST 237 FEET TO A 5/8 INCH REBAR FOUND; THENCE NORTH 2 DEGREES 00 MINUTES 23 SECONDS WEST 327.16 FEET; THENCE NORTH 87 DEGREES 34 MINUTES 26 SECONDS EAST 210.00 FEET TO A 5/8 INCH REBAR FOUND; THENCE NORTH 1 DEGREES 55 MINUTES, 11 SECONDS WEST 105.00 FEET TO A 5/8 INCH REBAR FOUND; THENCE NORTH 87 DEGREES 29 MINUTES, 53 SECONDS EAST, A DISTANCE OF 345.00 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

"Source of Title: Deed Instrument No. 1997-14784."

NOTE: The Company is prohibited from insuring the area or quantity of the land. The Company does not represent that any acreage or footage calculations are correct. References to quantity are for identification purposes only.

Commonly known as: 72 HONEYSUCKLE CIR, Helena, AL 35080

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument
Modified by Middleberg Riddle Group

Form 3179 1/01 (rev. 04/14) (Page 7 of 7 Pages)



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
03/04/2015 12:29:40 PM
\$323.45 CHERRY
20150304000066710

A handwritten signature in black ink, appearing to be "J. Fuhrmeister", is written over the bottom right of the official record text.