



20150319000085760 1/7 \$39.35
Shelby Cnty Judge of Probate, AL
03/19/2015 08:13:44 AM FILED/CERT

Source of Title
~~Deed Book~~ _____
~~Page~~ _____

Instrument No.: 20100928000318380

After Recording Return To:
RUTH RUHL, P.C.
Attn: Recording Department
12700 Park Central Drive, Suite 850
Dallas, Texas 75251

This Document Prepared By:
Ruth Ruhl, Esquire
RUTH RUHL, P.C.
12700 Park Central Drive, Suite 850
Dallas, Texas 75251

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Loan No.: 11454956
MERS No.: 100392491660003588
MERS Phone: 1-888-679-6377

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 14th day of January, 2015, between Valencia E. Arrington and Benjamin R. Arrington, II, wife and husband ("Borrower") and Fairway Independent Mortgage Corporation by Loancare, a Division of FNF Servicing, Inc. NKA Loancare, LLC, as Agent under Limited POA ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated September 21st, 2010, granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on October 15th, 2010, in Mortgage Book N/A, Page N/A, Instrument No. 20101015000345830, Official Records 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 said Security Instrument and defined therein as the "Property," located at 104 Patriot Park, Montevallo, Alabama 35115.

"The original loan amount was \$ 5,697.00 and the Unpaid Principal Balance is \$4,898.61. The portion of the Unpaid Principal Balance which is subject to mortgage registry tax is \$4,898.61."

Due to the term being extended

Loan No.: 11454956

the real property described being set forth as follows:

LOT 70, ACCORDING TO THE SURVEY OF HERITAGE TRACE PHASE 1, SECTOR 1, AS RECORDED IN MAP BOOK 34, PAGE 114, IN THE OFFICE OF THE JUDGE OF SHELBY COUNTY, ALABAMA. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. MINERAL AND MINING RIGHTS EXCEPTED, NOT OWNED BY GRANTOR.

APN: 27-1-11-1-002-004.000

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 January 1st, 2015, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$4,898.61, 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, to the order of Lender on January 1st, 2045 (the "Maturity Date"), or, if earlier, when the first of the following events occurs:

- (i) Borrower has paid in full all amounts due under the primary Note and Security Instrument, or
- (ii) The maturity date of the primary Note has been accelerated, or
- (iii) The Property is not occupied by the Borrower as his or her principal residence.

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.


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4. Borrower understands and agrees that:

(a) 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.

(b) 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.

(c) 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.

(d) 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.


(e) 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 ☐.

(g) "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/Beneficiary 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.

5. If applicable, by this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligations to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.


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Loan No.: 11454956

Feb 2, 2015
Date

2/2/15
Date

Date

Date

Valencia E. Arrington (Seal)
Valencia E. Arrington -Borrower

Benjamin R. Arrington, II (Seal)
Benjamin R. Arrington, II -Borrower

(Seal)
-Borrower

(Seal)
-Borrower



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BORROWER ACKNOWLEDGMENT

State of Alabama §
County of Shelby §

I, Leah A Hardman, Notary Public *[name and style of officer]*,
hereby certify that Valencia E. Arrington and Benjamin R. Arrington, II

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 February, A.D. 2015.

Leah A Hardman
Notary Signature

Printed/Typed Name: Leah A Hardman

Notary Public
Style of Officer

My Commission Expires 12/02/18

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Loan No.: 11454956

2/12/15
-Date

Fairway Independent Mortgage Corporation
by LoanCare, a Division of FNF Servicing, -Lender
Inc. NKA LoanCare, LLC, as Agent under
Limited POA

By: [Signature]

Printed/Typed Name: AMBER SNOOK

Its: ASSISTANT SECRETARY

LENDER ACKNOWLEDGMENT

State of Virginia §
County of Virginia Beach City §

AMBER SNOOK a Notary Public in and for said County in said
State, hereby certify that AMBER SNOOK whose name as **ASSISTANT SECRETARY**
of Fairway Independent Mortgage Corporation by LoanCare, a Division of FNF Servicing, Inc. NKA LoanCare,
LLC, as Agent under Limited POA

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/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 the 12th day of February, 2015.



[Signature]
Notary Signature
Printed/Typed Name: AMBER SNOOK

Notary Public
Style of Officer

My Commission Expires: 12-31-2018

Loan No.: 11454956

2/12/15
-Date

Mortgage Electronic Registration Systems, Inc.
-Mortgagee

By: Joanne Butler
Printed/Typed Name: JOANNE BUTLER
Its: Assistant Secretary

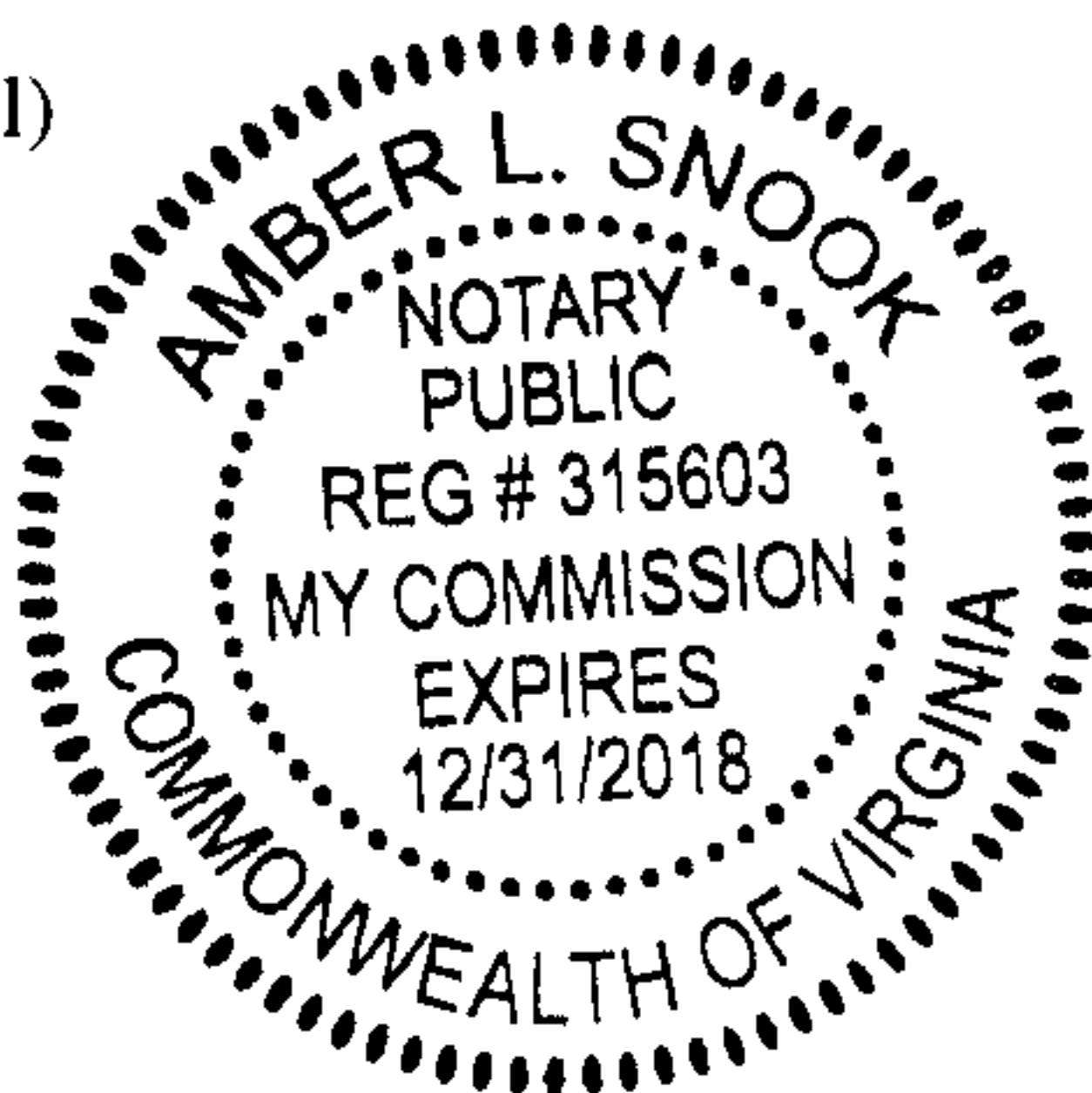
MORTGAGEE ACKNOWLEDGMENT

State of Virginia §
County of Virginia Beach City §

I, **AMBER SNOOK**, a Notary Public in and for said County in said State, hereby certify that **JOANNE BUTLER**, Assistant Secretary of Mortgage Electronic Registration Systems, Inc., Mortgagee, 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/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 the 12th day of February, 2015.

(Seal)



Amber Snook
Notary Signature
Printed/Typed Name: AMBER SNOOK
Notary Public
Style of Officer
My Commission Expires: 12-31-2018

