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05/11/2015 09:23:41 AM
MORTAMEN 1/10

FHA HOME AFFORDABLE MODIFICATION AGREEMENT

~~When recorded mail to: #9238682~~

First American Title 
Loss Mitigation Title Services 449.6
P.O. Box 27670
Santa Ana, CA 92799
RE: GARRETT - PROPERTY REPORT

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

20150511000153800 05/11/2015 09:23:41 AM MORTAMEN 2/10

~~Recording Requested By and Return To:~~
FLAGSTAR SERVICING
MODIFICATION
9990 RICHMOND AVE, STE 400 S
HOUSTON, TX 77042

Source of Title: Deed Book _____, Page _____

(Space Above This Line For Recording Data)

Loan No. 0501766959

Data ID: 568

Borrower: DANNY P GARRETT

Original Recorded Date: June 19, 2008

FHA CASE NO.: 011-5769015 703

Original Principal Amount: \$144,637.00

Current Unpaid Principal Balance: \$132,731.39

New Principal Balance: \$132,731.39

FHA HOME AFFORDABLE MODIFICATION AGREEMENT

(Step Two of Two-Step Documentation Process)

Borrower ("I")¹: DANNY P GARRETT AND ANN D GARRETT, JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, HUSBAND & WIFE, whose address is 309 PRIMROSE LN, HARPERSVILLE, ALABAMA 35078-5106

Lender ("Lender"): FLAGSTAR BANK, 9990 RICHMOND AVE., SUITE 400 SOUTH, HOUSTON, TX 77042

Date of First Lien Security Instrument ("Mortgage") and Note ("Note"): January 25, 2008

Loan Number: 0501766959

Property Address: 309 PRIMROSE LN, HARPERSVILLE, ALABAMA 35078-5106 ("Property")

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

 GARRETT
49982213

AL

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

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Recorded in DOC/INSTR #: 20080619000251760 of the Official Records of the County Recorder's or Clerk's Office of SHELBY COUNTY, ALABAMA.

If my representations in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the First Lien Mortgage on the Property, and (2) the Note secured by the First Lien Mortgage. The First Lien Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents; I previously entered into the Trial Period Plan and the Loan Workout Plan with Lender.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

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

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. 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 (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting 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 the documents and information regarding my eligibility for the Program, are true and correct;
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
- G. I have timely made or will make all payments required under a Trial Period Plan or Loan Workout Plan.

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2. Acknowledgements and Preconditions to Modification. I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Agreement;
- B. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. The Modification. If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on **July 1, 2014** (the "Modification Effective Date") and all unpaid late charges that remain unpaid are waived. The Loan Documents will be modified and the first modified payment will be due on **August 1, 2014**.

- A. The new Maturity Date will be: **July 1, 2044**.
- B. The modified Principal balance of my Loan will include all amounts and arrearages that will be past due (excluding unpaid late charges) less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my Loan will be **\$132,731.39** (the "New Principal Balance").
- C. Interest at the rate of **4.625%** will begin to accrue on the New Principal Balance as of **July 1, 2014** and the first new monthly payment on the New Principal Balance will be due on **August 1, 2014**. My payment schedule for the modified Loan is as follows:

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Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
30	4.625	07/01/14	\$682.42	\$147.96, adjusts annually after year 1	\$830.38, adjusts annually after year 1	08/01/14	360

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

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4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That I have been advised of the amount needed to fully fund my Escrow Account.
- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed. The Loan Documents constitute a first lien on the Property and are in no way prejudiced by this Agreement.
- F. That 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 shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. This Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer of the Property.
- H. I have no right of set-off or counterclaim, or any defense to the obligations of the Loan Documents.

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

Date: 1/5/15

Danny P. Garrett (Seal)
DANNY P GARRETT —Borrower

Ann D. Garrett (Seal)
ANN D. GARRETT —Borrower

- Individual Acknowledgment -

STATE OF ALABAMA
COUNTY OF SHELBY

§
§

I, Rhonda P. McCormack, a Notary Public, hereby certify that
DANNY P GARRETT AND ANN D. GARRETT

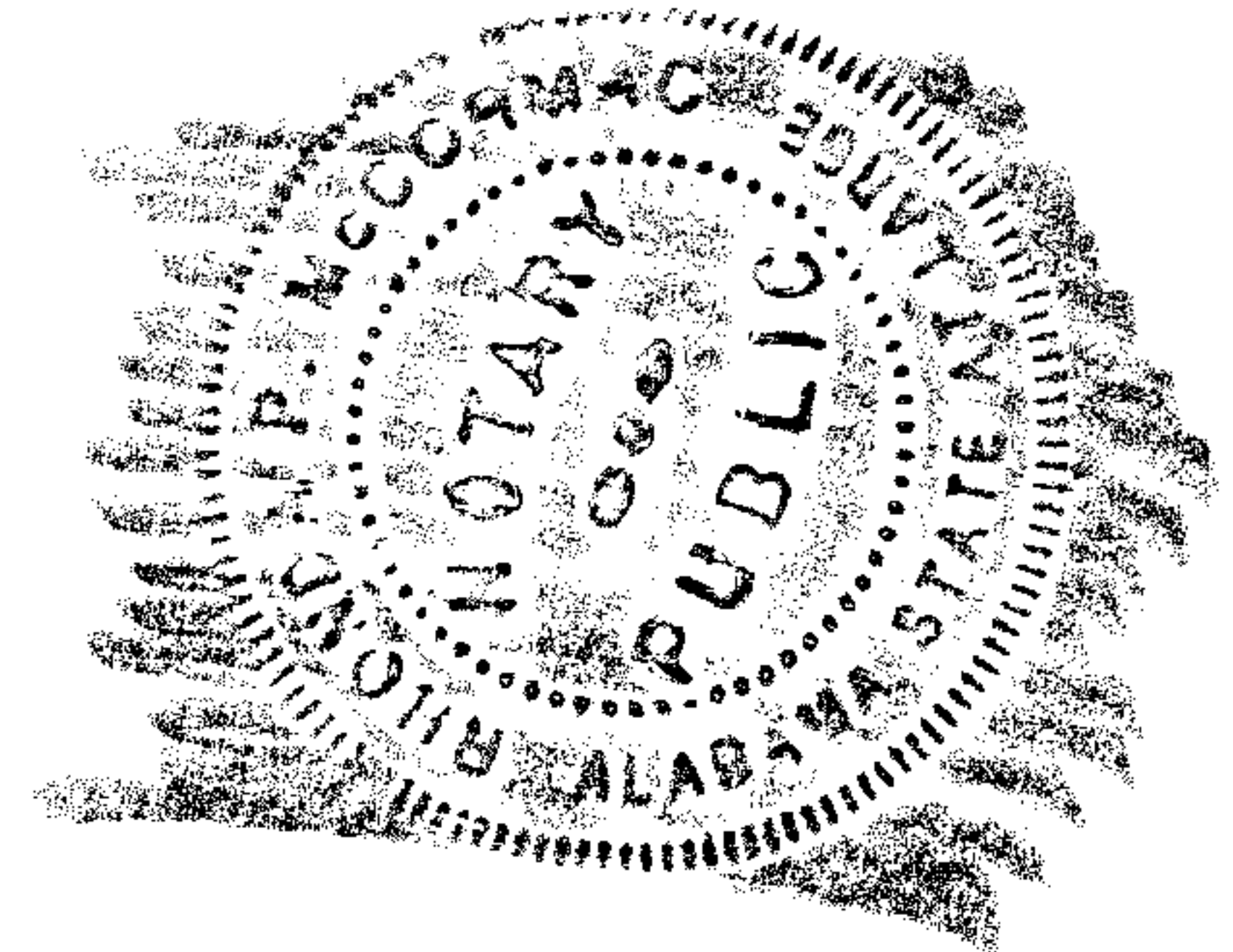
whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before
me on this day that, being informed of the contents of the conveyance, they executed the same
voluntarily on the day the same bears date.

Given under my hand this 5th day of January, A.D. 20 15

[Seal]

Rhonda P. McCormack
Notary Public

My commission expires: 10/31/17



Loan No: 0501766959

Data ID: 568

Date: 2-4-2015

Lender: FLAGSTAR BANK By: Selene Finance LP, as Attorney-in-Fact

By: [Signature]
Its: Donna Brammer Vice President
(Printed Name and Title)

- Lender Acknowledgment -

STATE OF TEXAS
COUNTY OF HARRIS

§
§

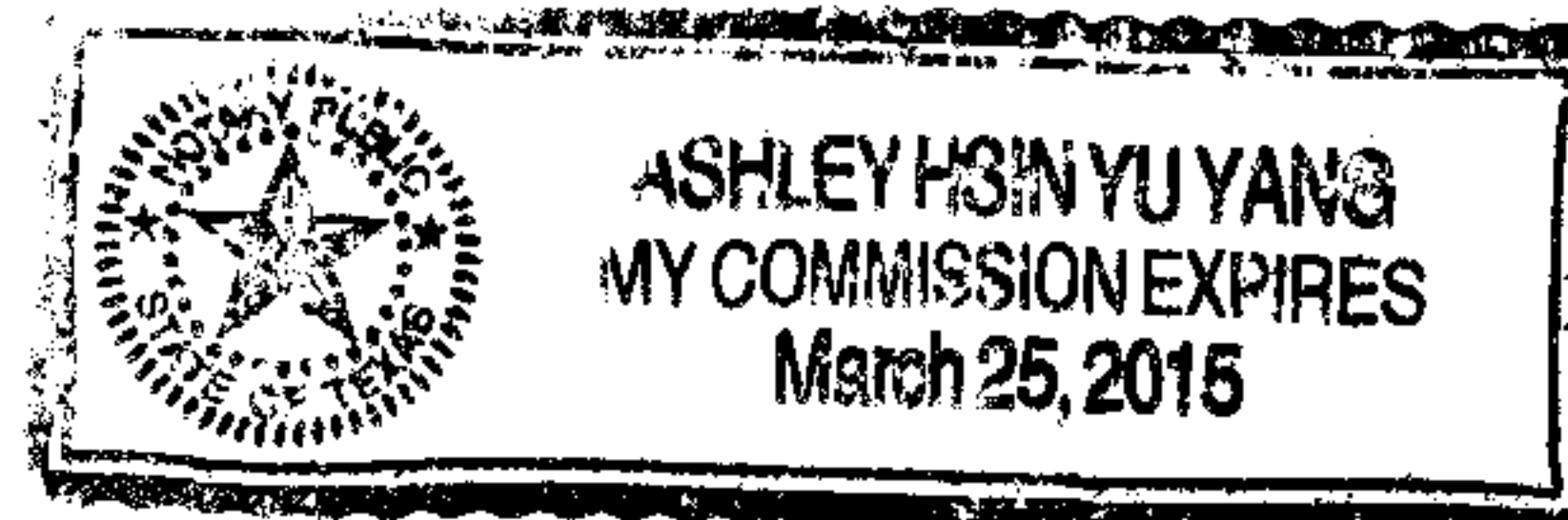
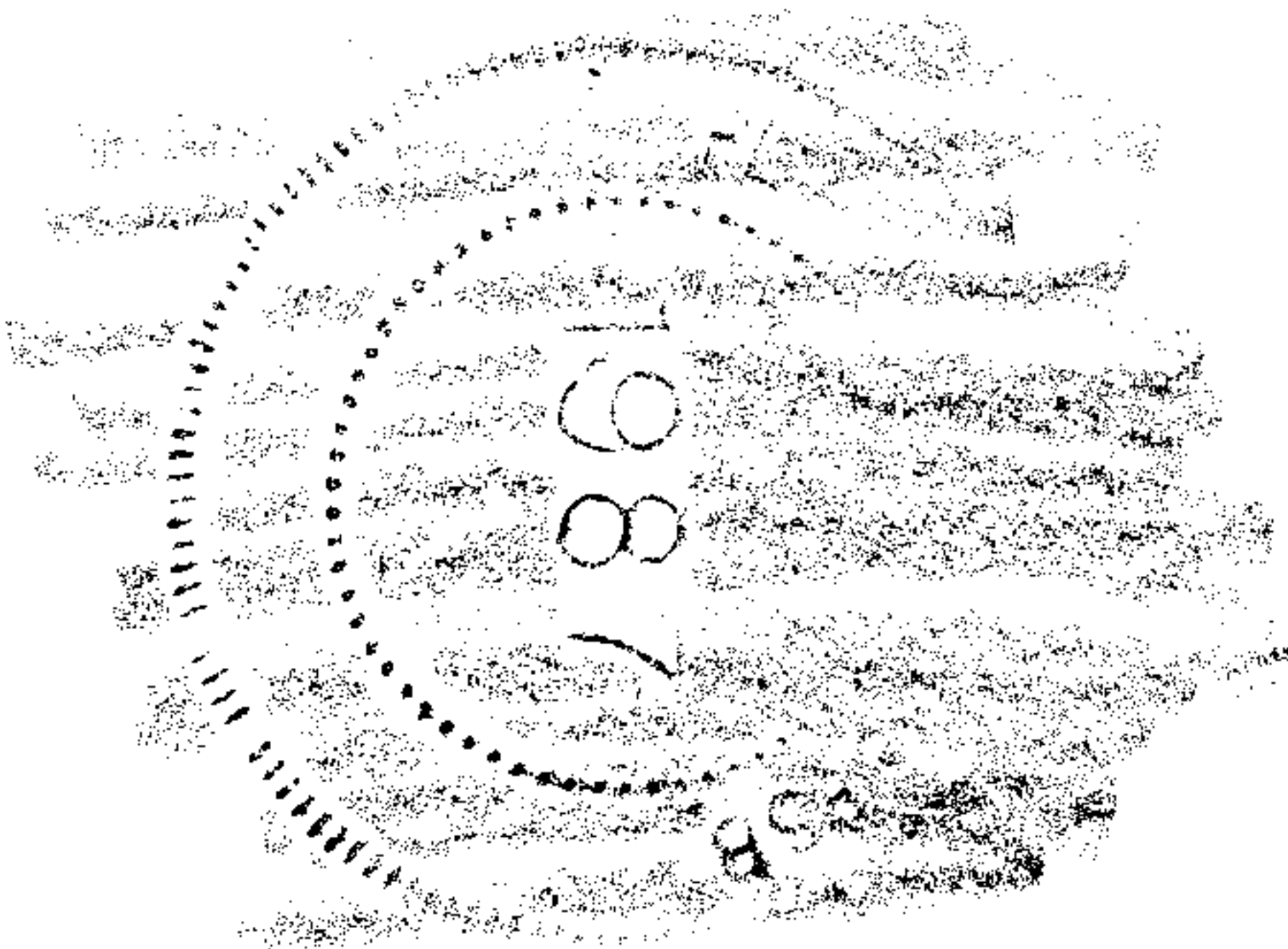
I, Ashley Hsin Yu Yang, a Notary Public in and for said County in said State, hereby certify that Donna Brammer whose name as VP-Selene Finance LP, as Attorney-in-Fact of FLAGSTAR BANK, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed 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 4th day of Feb, 2015.

[Signature]
Notary Public

Ashley Hsin Yu Yang
(Printed Name)

My commission expires: 3/25/15



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Loan No: 0501766959

Data ID: 568

Borrower: DANNY P GARRETT

Property Address: 309 PRIMROSE LN, HARPERSVILLE, ALABAMA 35078-5106

LEGAL DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 2 EAST; THENCE RUN WEST ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 1385.5 FEET; THENCE TURN AN ANGLE OF 92 DEGREES 11 MINUTES 34 SECONDS TO THE LEFT AND RUN A DISTANCE OF 711.1 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE IN THE SAME DIRECTION FOR A DISTANCE OF 208.71 FEET TO A POINT; THENCE TURN AN ANGLE OF DEGREES 33 MINUTES 48 SECONDS TO THE RIGHT AND RUN A DISTANCE OF 313.06 FEET; THENCE TURN AN ANGLE OF 97 DEGREES 26 MINUTES 12 SECONDS TO THE RIGHT AND RUN A DISTANCE OF 208.71 FEET; THENCE TURN AN ANGLE OF 82 DEGREES 33 MINUTES 48 SECONDS TO THE RIGHT AND RUN A DISTANCE OF 313.06 FEET TO THE POINT OF BEGINNING, BEING SITUATED IN SHELBY COUNTY, ALABAMA. PARCEL ID: 07-9-32-0-000-001.002 COMMONLY KNOWN AS 309 PRIMROSE LANE HARPERSVILLE, AL 35078 HOWEVER, BY SHOWING THIS ADDRESS NO ADDITIONAL COVERAGE IS PROVIDED.

Loan No. 0501766959
Borrower: DANNY P GARRETT

Data ID: 568

LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 5th day of January, 2015, by and between the undersigned borrower (the "Borrower") and FLAGSTAR BANK, (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") of the same date executed by the Borrower and Lender as of the date above.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Agreement, Borrower and Lender further covenant and agree as follows:

1. Costs and Expenses

All costs and expenses incurred by Lender in connection with this Agreement shall be borne by Lender and not paid by Borrower.

2. Escrow Items

Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked. Borrower is hereby advised that beginning on the monthly payment due date set forth above, the amount of Escrow Items will be included with Borrower's monthly payment of principal and interest.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this LOAN MODIFICATION AGREEMENT RIDER.

Danny P. Garrett.....(Seal)
DANNY P GARRETT —Borrower

Ann D. Garrett.....(Seal)
ANN D. GARRETT —Borrower

(10)



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/11/2015 09:23:41 AM
\$240.20 CHERRY
20150511000153800

[Signature]