


Servicer Loan #: **0240495283**
FHLMC #: **570325358**
MIN #: **1005121 0000004718 0**


20150512000155820 1/4 \$23.00
Shelby Cnty Judge of Probate, AL
05/12/2015 08:24:31 AM FILED/CERT

Prepared by: SunTrust Mortgage, Inc.
Return to: Molly Jordan RVW-3002
P.O. Box 26149
Richmond, VA 23286-8298

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification") is effective **March 16, 2015** between **SHIRAZ R MERCHANT and ZONA J MERCHANT** ("Borrower") and Mortgage Electronic Registration Systems, Inc. as nominee for Henger Rast Mortgage Corporation, its successors, and assigns ("Lender") and amends and Supplements (1) the Note (the Note") made by the Borrower, dated **May 11, 2009** in the original principal sum of U.S. \$ **417,000.00** and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") recorded on **May 19, 2009** as Document No. **20090519000188500** in Book (Liber) or ----- at page(s) or folio(s) ----- of the Official Public Records of **SHELBY COUNTY, ALABAMA** [County and state, or other jurisdiction]. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument and defined in the Security Instrument as **1009 SPRINGHILL LN, BIRMINGHAM AL 35242**. That real property is described as follows:

See Exhibit "A"

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and the Lender agree that the provisions of this Modification supersedes and replaces any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower is the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$N/A, have been added to the indebtedness under the terms of the Note and Security Instrument. As of **May 1, 2015**, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **282,222.66**.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.37500 %**, beginning **April 1, 2015**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,578.28** beginning on the **1st** day of **May, 2015** and continuing thereafter on the same day of each succeeding month. If on **June 1, 2039** (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at **SunTrust Mortgage, Inc., 1001 Semmes Avenue, Richmond, Virginia, 23224**; or at such other place as the Lender may require.

4. If at any time the Borrower is in default, the Lender may, be providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of ----% beginning on an effective date stated in the notice. That date will be at least 30 days after the date on which the notice is delivered or mailed to the Borrower. If the Borrower defaults, the Lender may, at its election, require the Borrower to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note and Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower acknowledges that the increased rate of interest will only be charged if the Borrower does not meet its obligations under the Note and Security Instrument, as modified by this Modification.
5. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.
6. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
7. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.
- [Check applicable box (es)]

- ☐ 1-4 Family Rider - Assignment of Rents
- ☐ Modification due on transfer rider

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

03.23.2015

Date

SHIRAZ R MERCHANT

(Seal)

03.23.2015

Date

ZONA J MERCHANT

(Seal)

Witness:

Witness:

STATE OF: _____

COUNTY/CITY OF: _____

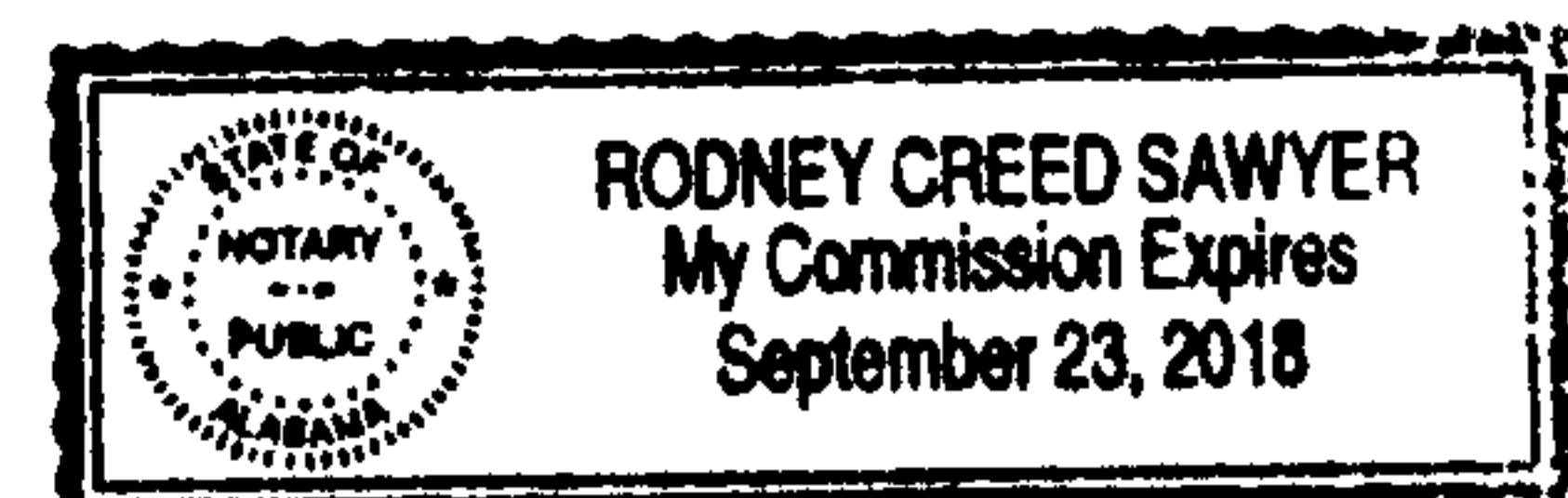
On 3/23/15 before me, Rodney Creed Sawyer (Notary Public) personally appeared SHIRAZ R MERCHANT and ZONA J MERCHANT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal. My Commission Expires: September 23, 2018

(SEAL)

Notary Public

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SunTrust Mortgage Inc.

By: Charlotte Worrell
Charlotte Worrell, Group Vice Pres.

Date: 4/2/2015

STATE OF: Virginia

CITY OF: Richmond

On 4/2/2015 before me, Vicky H. Serafim personally appeared Charlotte Worrell, Group Vice President of SunTrust Mortgage, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.
My Commission Expires: 12-31-2018

Vicky H. Serafim
Notary Public

(SEAL) **VICKY H. SERAFIM**
NOTARY PUBLIC
REG. #223869
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES DECEMBER 31, 2018

Mortgage Electronic Registration Systems, Inc.
As nominee for Henger Rast Mortgage Corporation,
Its successors, and assigns

By: Tammy L. Brooks
Tammy L. Brooks, Vice President

Date: 4/2/15

STATE OF: Virginia


CITY OF: Richmond

On 4/2/2015 before me, Vicky H. Serafim personally appeared Tammy L. Brooks, Vice President of Mortgage Electronic Registration Systems, Inc. as nominee for Henger Rast Mortgage Corporation, its successors, and assigns, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.
My Commission Expires: 12-31-2018

Vicky H. Serafim
Notary Public

(SEAL) **VICKY H. SERAFIM**
NOTARY PUBLIC
REG. #223869
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES DECEMBER 31, 2018


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“MERS” is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender’s Successors, and assigns. MERS is organized and existing under the law of Delaware, and has a mailing address of P. O. Box 2026, Flint MI 48501-2026, and/or a street address of 1901 E. Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS. FOR PURPOSE OF RECORDING THIS DOCUMENT MORTGAGE MERS IS THE MORTGAGEE OF RECORD.

Exhibit "A"

Lot 3230, according to the Survey of Highland Lakes, 32nd Sector, an Eddleman Community, as recorded in Map Book 35, Page 23, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Inst. #1996-17543 and further amended in Inst. # 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 32nd Sector, recorded as Instrument No. 20050609000280550 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").



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