

20150819000289050 1/5 \$294.35 Shelby Cnty Judge of Probate, AL 08/19/2015 12:29:45 PM FILED/CERT

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This Document Prepared By:

NATIONSTAR MORTGAGE LLC 8950 CYPRESS WATERS BLVD COPPELL, TX 75019

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Original Recording Date: February 01, 2002

Original Loan Amount: \$134,183.00

Loan No: 619283831 FHA Case Number: 011-4884653-703

New Money: \$25,728.29

REF103798556A

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 17th day of July, 2015, between MICHELE BAILEY, SINGLE whose address is 245 BENTMOOR LN, HELENA, AL 35080 ("Borrower") and NATIONSTAR MORTGAGE LLC which is organized and existing under the laws of The United States of America, and whose address is 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated January 30, 2002 and recorded in Mortgage Book N/A, Instrument No: 2002-05545, 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

## 245 BENTMOOR LANE, HELENA, AL 35080,

(Property Address)

the real property described being set forth as follows:

## See Exhibit "A" 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 **July 1, 2015**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$178,855.82, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized, which is limited to escrows and any legal



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fees and related foreclosure costs that may have been accrued for work completed.

- 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 July 1, 2015. Borrower promises to make monthly payments of principal and interest of U.S. \$853.89, beginning on the 1st day of August, 2015, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on July 1, 2045 (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.
- 5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
- 6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
- 7. Borrower agrees to make and execute other documents or papers as may be necessary to

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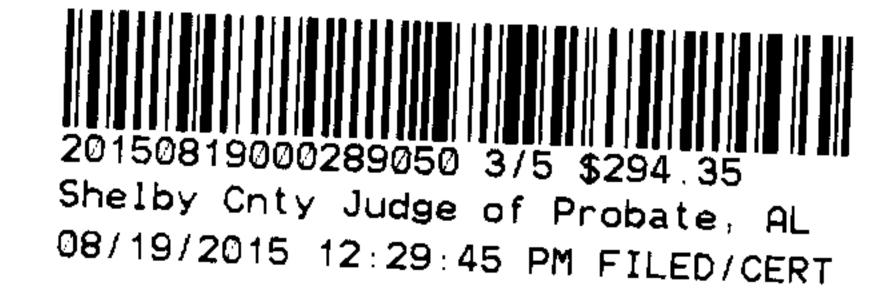
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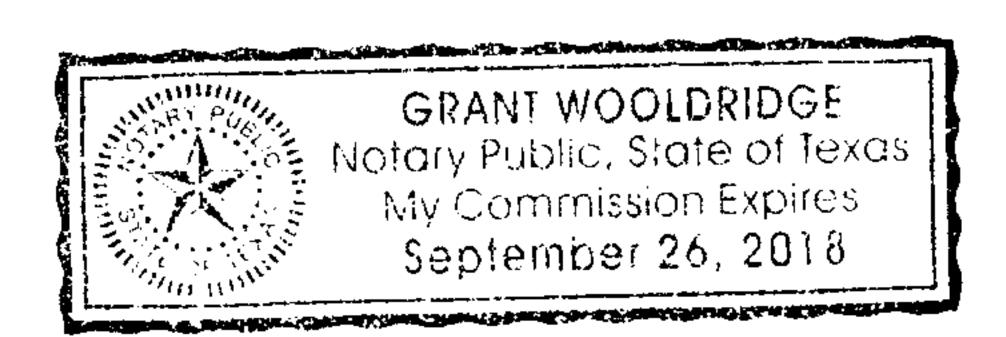
effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

8. 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 \$153,127.53. The principal balance secured by the existing security instrument as a result of this Agreement is \$178,855.82, which amount represents the excess of the unpaid principal balance of this original obligation.

Michele Baile	(Seal)
MICHELE BAILEY -Borrower  Dinke Hornely -Witness Signature  Signature    Arielle Hornsby -Witness Dring  Print Name  Print Name	whom Witness  Mon Witness  The Witness
[Space Below This Line For Ack	nowledaments]
County of State of Alabama  County of Notary Public, he (please print name)  MICHELE BAILEY, whose name is signed to the foregoing contact acknowledged before me on this day that being informed of the same voluntarily on the day the same  bears Date. Given under my hand this day of signature of officer)	BRANDON MCCLAIN NOTARY PUBLIC STATE OF ALABAMA COMM. EXP 07 16-20 onveyance, and who is known to me,
My commission expires:	* 2 2 1 7 2 9 + 1 0 *  (page 3 of 4)



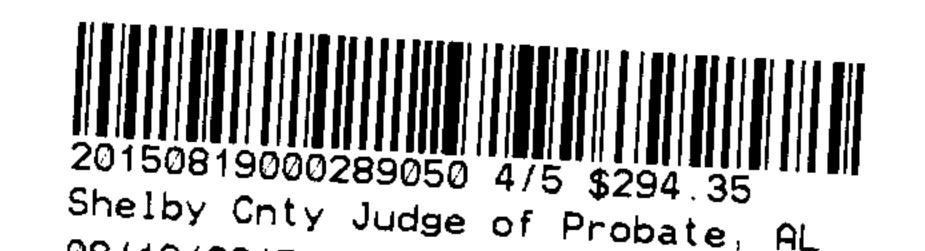
By:	
Name:Erica White Title: Assistant Secretary	
0110115	
Date of Lender's Signature	
Date of Lenders Kinnathre	
[Space Below This Line For Acknowledgments]	
The State of TX County of Dallas	
Grant Wooldridge    Motary Public (name/title of officer) on this day personally appeared Erica White, the Assistant Secretary of Nationsta	ìr
Mortgage LLC, known to me (or proved to me on the oath of or through (description of identity card or other document)) to be the	•
person whose name is subscribed to the foregoing instrument and acknowledged to me that he executhe same for the purposes and consideration therein expressed.	uted
Given under my hand and seal of office this day of, A.D.,, A.D.,, A.D.,	•
Signature of Officer	
Alada a Color	
Notary Public  Title of Officer	
My Commission expires : SEP 2 6 2018 Title of Officer	





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## Exhibit "A"

Loan Number: 619283831

Property Address: 245 BENTMOOR LANE, HELENA, AL 35080

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA: LOT 1175, ACCORDING TO THE MAP OF FIRST ADDITION OLD CAHABA PHASE III RECORDED IN MAP BOOK 28, PAGE 133, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.



Exhibit A Legal Description Attachment 11/12



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