

After Recording Return To:
Mortgage Services
PO Box 5449
Mount Laurel, NJ 08054
Return to Phone: 877-766-8244

20150826000297440
08/26/2015 03:09:37 PM
MORTAMEN 1/6

This Document Prepared By:
ELIZABETH LASHLEY, SPECIALIST
PHH Mortgage Corporation
PO Box 5449
Mount Laurel, NJ 08054

_____[Space Above This Line For Recording Data]_____
Original Recording Date: June 04, 2009
Original Loan Amount: \$231,000.00
Original Lender Name: HSBC MORTGAGE CORPORATION (USA)
New Money: \$4,771.00
Loan No: 2029918824
Investor Loan No: 1709092806

Prepared Date: June 27, 2015

LOAN MODIFICATION AGREEMENT (Providing For Fixed Interest Rate)

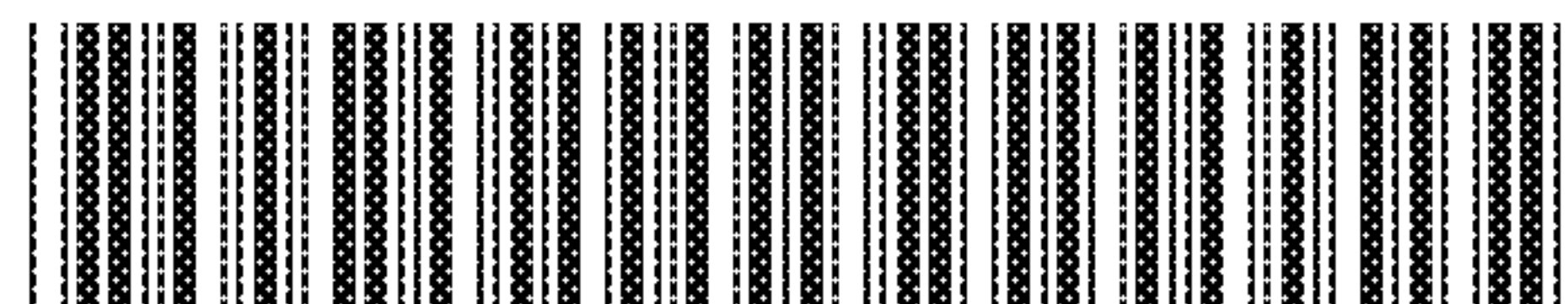
This Loan Modification Agreement ("Agreement"), made this 27th day of June, 2015, between C KENNETH DEATON AND SANDRA KING DEATON ("Borrower") and HSBC Bank USA, N.A., whose address is 95 Washington Street, Buffalo, NY 14203 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated April 27, 2009 and recorded in Instrument No: 20090604000213240, 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

908 MASTERS LANE, BIRMINGHAM, AL 35244,
(Property Address)

the real property described being set forth as follows:

SEE ATTACHED EXHIBIT A

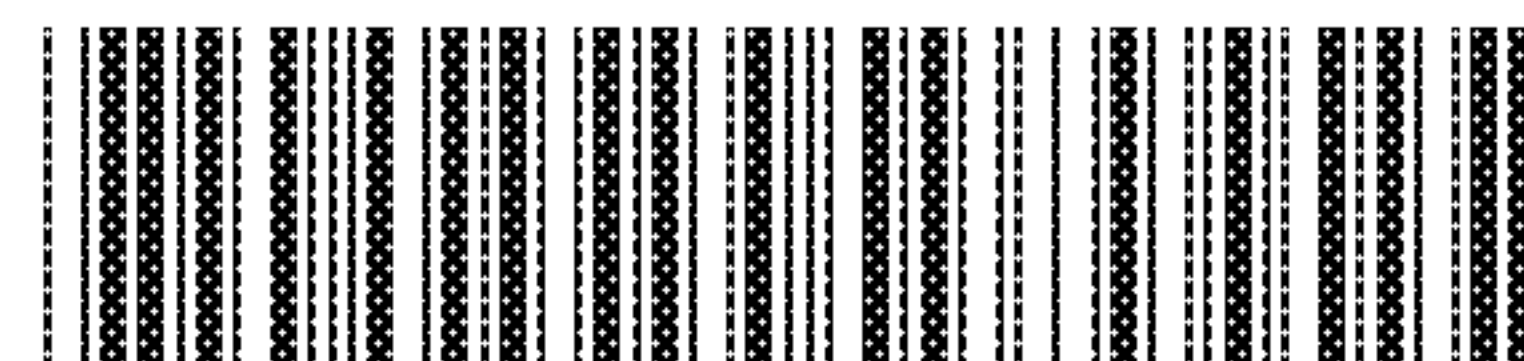
ASSIGNMENT FROM MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE



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LOAN MODIFICATION AGREEMENT — Single Family—Fannie Mae Uniform Instrument

Loan No: 2029918824

8300a 08/14



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Form 3179 1/01 (rev. 4/14)
(page 1 of 5)

**FOR HSBC MORTGAGE CORPORATION (USA) TO HSBC BANK USA, N.A., RECORD DATE
03/02/2015, INSTRUMENT 20150302000062700.**

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 **June 1, 2015**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$166,089.75**, 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 **4.750%**, from **June 1, 2015**. Borrower promises to make monthly payments of principal and interest of U.S. **\$773.58**, beginning on the **1st** day of **July, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.750%** will remain in effect until principal and interest are paid in full. If on **June 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 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. 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



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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) 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.
- (d) 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.
- (e) 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.
- (f) 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 []

6. This Agreement modifies an obligation secured by an existing security instrument recorded in Jefferson 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 \$161,318.75. The principal balance secured by the existing security instrument as a result of this Agreement is \$166,089.75, which amount represents the excess of the unpaid



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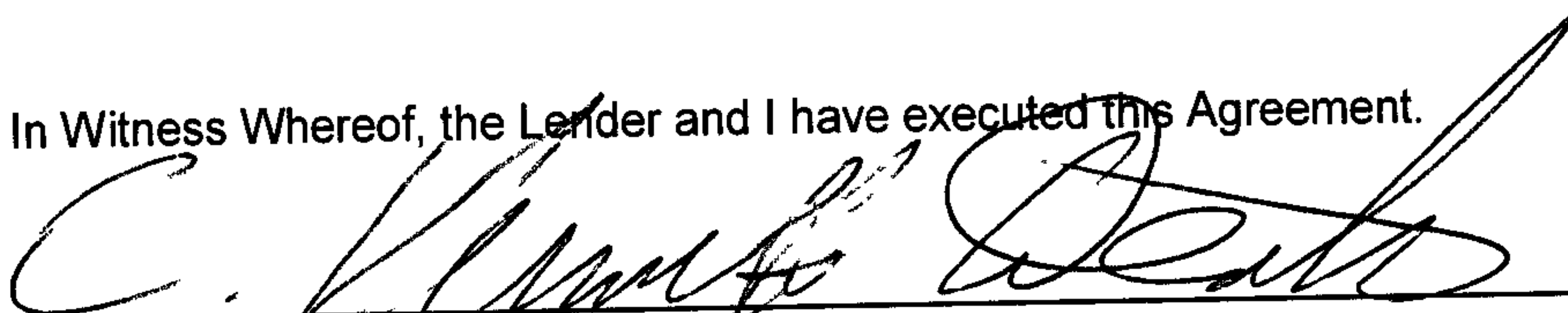
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Form 3179 1/01 (rev 4/14)

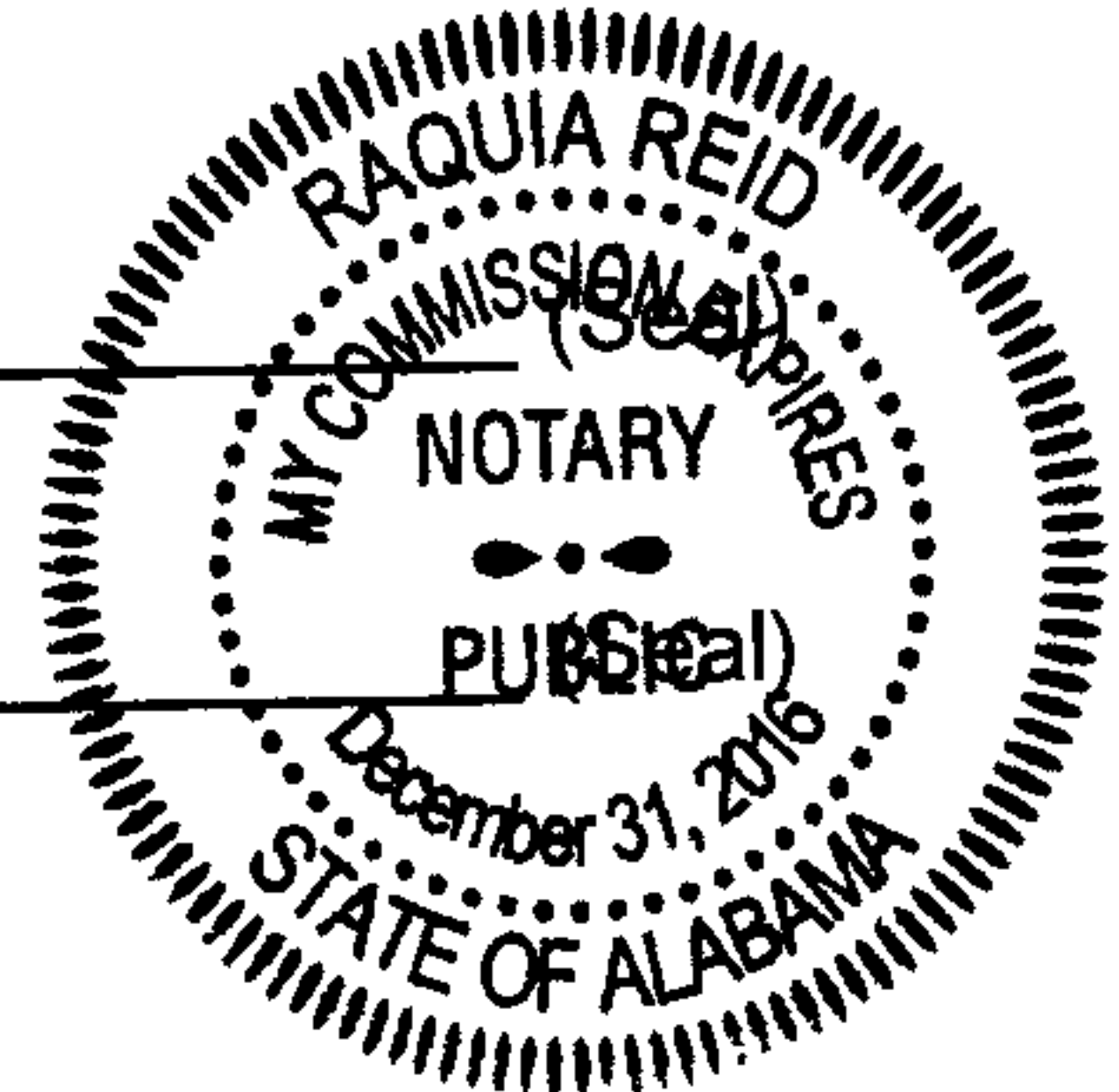
(page 3 of 5)

principal balance of this original obligation.

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


C KENNETH DEATON -Borrower


SANDRA KING DEATON -Borrower



_____[Space Below This Line For Acknowledgments]_____


State of Alabama

County of Jefferson

I, Raquia Reid Notary Public, hereby certify that
(please print NOTARY PUBLIC's name)

C KENNETH DEATON and SANDRA KING DEATON, 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 8th day of July, A. D. 2015


(signature of officer)

My commission expires: 12/31/16
Origination Company: **HSBC Bank USA, N.A.**
NMLSR ID: **2726**



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LOAN MODIFICATION AGREEMENT — Single Family—Fannie Mae Uniform Instrument

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Form 3179 1/01 (rev 4/14)
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HSBC Bank USA, N.A.

By: Candace Gallardo (Seal) - Lender
 Name
 Title: Vice President and Assistant Secretary of the Residential Mortgage Loan Administrative Services
 Division of HSBC Bank USA, N.A.

7/21/15
 Date of Lender's Signature

[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington

On 7/21, 2015, before me, KAREN L. GORDON
 (please print NOTARY PUBLIC's name)

a Notary Public in and for said State, personally appeared

Candace Gallardo **V.P. & Assistant Secretary of the Residential Mortgage Loan
 Administrative Services Division of HSBC Bank, USA, N.A.** of the

Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
 Notary Public

Notary Public of New Jersey
 My Commission expires: 3/22/17

*Karen L. Gordon
 Notary Public of New Jersey
 My Commission Expires 3/22/2017*



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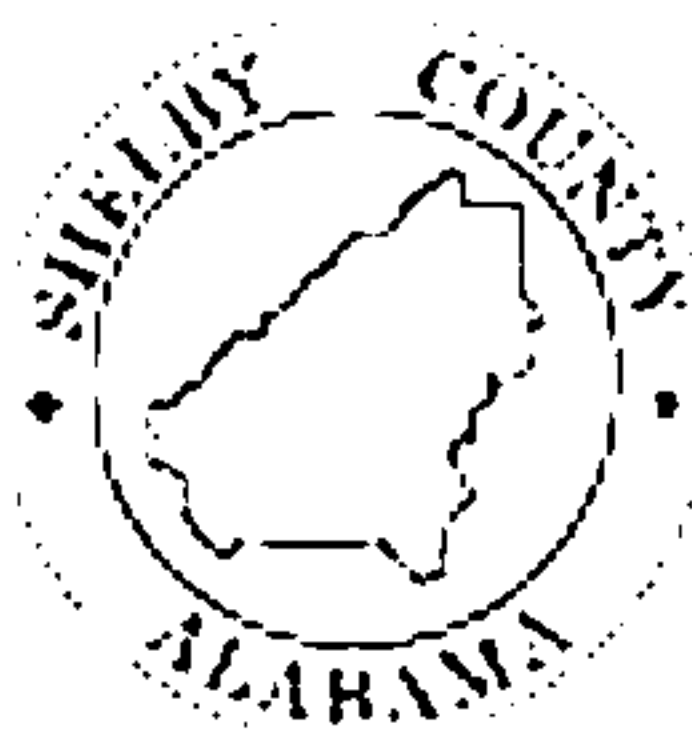
EXHIBIT "A"

LOAN # 2029918824

THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN SHELBY COUNTY, ALABAMA TO
WIT:

LOT 55, ACCORDING TO THE SURVEY OF HEATHERWOOD, 4TH SECTOR, 1ST ADDITION,
AS RECORDED IN MAP BOOK 11, PAGES 32 AND 33 IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA.

TAX MAP OR PARCEL ID NO.: 10-2-09-0-001-001.177



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
08/26/2015 03:09:37 PM
\$278.15 DEBBIE
20150826000297440

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the printed name and title of the Probate Judge.