


**THIS INSTRUMENT WAS PREPARED BY MEGAN JEFFERSON
WHEN RECORDED, MAIL TO:**

Alabama Housing Finance Authority
7460 Halcyon Pointe Drive, Suite 200
Montgomery, AL 36117

Loan Number: **13549052**


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Shelby Cnty Judge of Probate, AL
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**FHA HOME AFFORDABLE STAND-ALONE MODIFICATION
LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)**

This Loan Modification Agreement made this **1st** day of **July, 2015**, between **Ozurumba Eke, a married man joined herein by Joy Eke, wife of Ozurumba Eke** (“Borrowers”) and **Mortgage Electronic Registration Systems** as nominee for **Colonial Bank** (“Lender”) amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the “Security Instrument”) dated **June 1, 2009** and recorded in **Instrument Number 20090611000223020, Page 1** filed **June 11, 2009** of the **Shelby County Judge of Probate Records of Pelham, 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 the Security Instrument and defined therein as the “Property”, located at

305 Mills Way, Pelham, AL 35124

the real property described being set forth as follows:

Lot 119, according to the recorded map for builder's group addition to the Glen at Stonehaven Phase One, as recorded in Map Book 27, Page 54, in the Office of the Probate Judge of Shelby County, Alabama

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 **August 1, 2015**, the amount payable under the Note and the Security Instrument (the “Unpaid Principal Balance”) is U.S. **\$145,740.44** consisting of the unpaid amount(s) loaned to Borrowers by Lender plus any interest and other amounts capitalized.
2. Borrowers promise 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 **August 1, 2015** to **July 1, 2045**. Borrowers promise to make monthly payments of principal and interest of U.S. **\$695.78**, 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. The yearly rate of **4.000%** will remain in effect until principal and interest are paid in full. If on **July 1, 2045** (the “Maturity Date”), Borrowers still owe amounts under the Note and the Security Instrument, as amended by this Agreement, Borrowers 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 Borrowers are not a natural person and a beneficial interest in Borrowers 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 Borrowers 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 Borrowers must pay all sums secured by the Security Instrument. If Borrowers fail 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 Borrowers.

4. Borrowers also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrowers' covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrowers are 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. Borrowers understand and agree 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 Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrowers' 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 Borrowers and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - (e) Borrowers agree 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 Borrowers.
 - (f) Borrowers authorizes Lender, and Lender's successors and assigns, to share Borrowers' 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 Borrowers in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrowers' 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 Borrowers' loan or any other mortgage loan secured by the Property on which Borrowers are obligated, or to any companies that perform support services to them in connection with Borrowers' loan.

Borrowers consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrowers' loan including the trial period plan to modify Borrowers' loan, at any

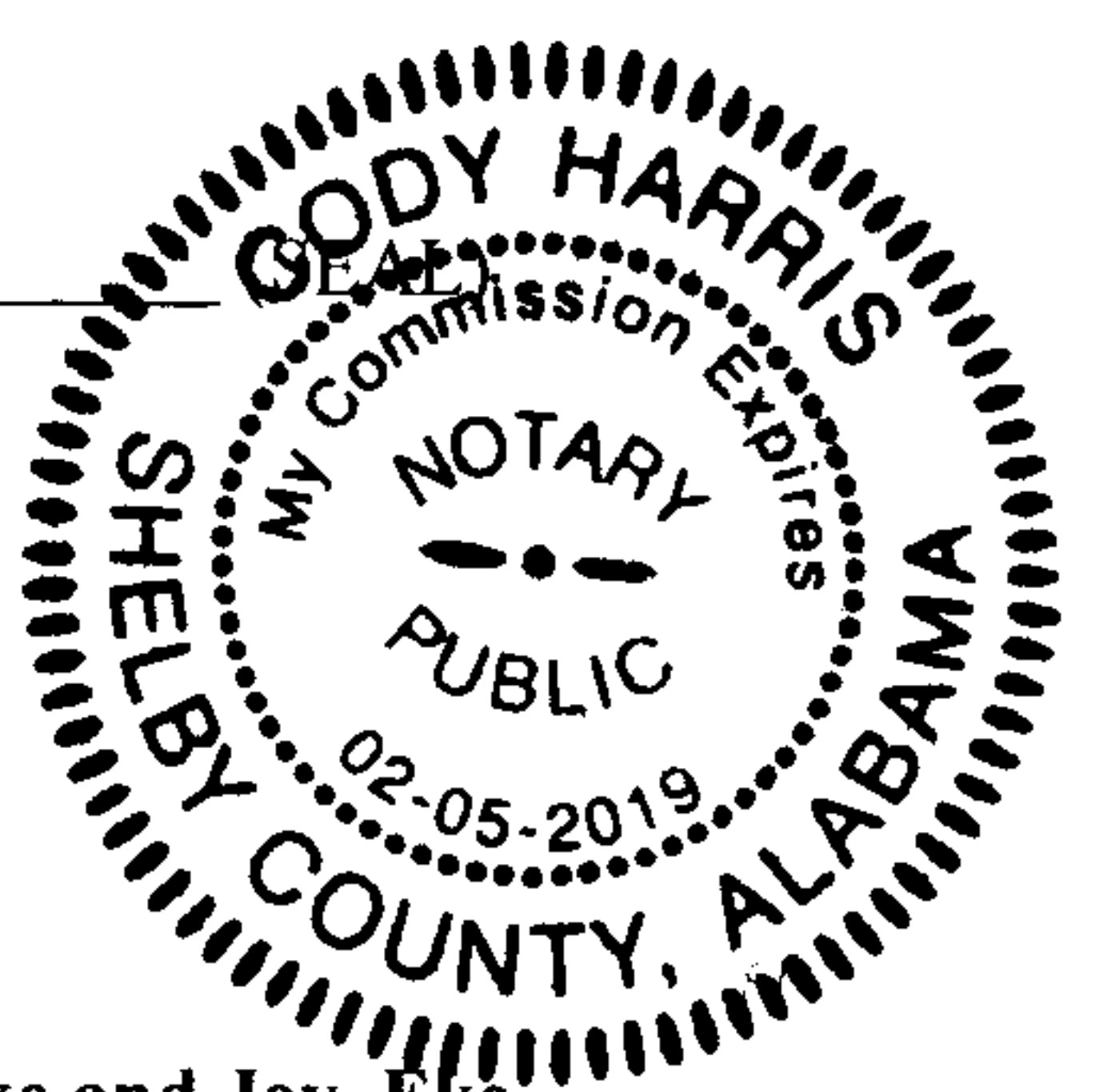

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telephone number, including mobile telephone number, or email address Borrowers have provided to Lender or Third Parties.

Witness the hand seal of each of the undersigned as the day and year first above written.

Ozurumba Eke
Ozurumba Eke

Joy Eke
Joy Eke



State of Alabama)
County of Shelby)

I, the undersigned authority, A Notary Public in and for said State and County hereby certify that Ozurumba Eke and Joy Eke whose names are signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that, being informed of the contents of this conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29th day of August, 20 15.

Cody Harris
(Notary Public)
My Commission Expires: 02/05/2019

LENDER: Alabama Housing Finance Authority
BY: Alvinia McKee
Alvinia McKee

Gregory E. Beavers
BY: Gregory E. Beavers

ITS: Loss Mitigation Supervisor

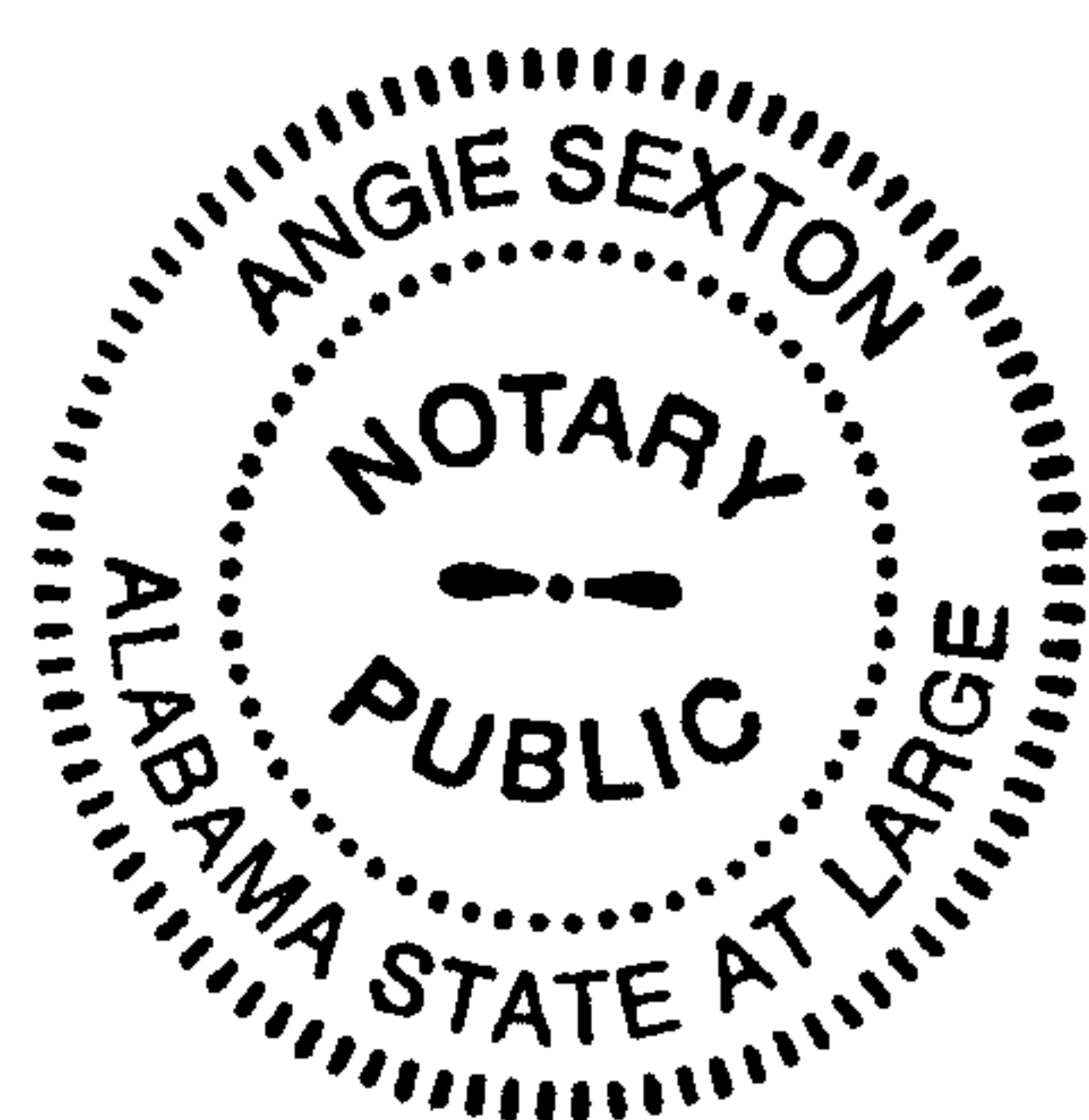
ITS: Servicing Manager

STATE OF ALABAMA
COUNTY OF MONTGOMERY


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gregory E. Beavers and Alvinia McKee whose name as Servicing Manager and Loss Mitigation Supervisor respectively, of Alabama Housing Finance Authority are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they who are known to Alabama Housing Finance Authority.

Given under my hand and seal of office this 4 day of September, 2015.

Angie Sexton
Notary Public
My Commission Expires:



My commission expires 09/18/2017


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