

APN: 138341005073000

20151102000379530
11/02/2015 09:56:27 AM
MORTAMEN 1/8

Investor Loan # 704370661

When recorded mail to: #:9449794

PLEASE RETURN TO:

Continental Real Estate Services
9362 Dielman Industrial Drive
St. Louis, MO 63132

Girish Shankar Salaskar
With an office address of:
CitiMortgage, Inc.
1000 Technology Drive
O'Fallon, MO 63368

_____[Space Above This Line For Recording Data]_____

Original Principal Amount: \$142,709.00

Unpaid Principal Amount: \$125,383.69

New Principal Amount: \$139,887.27

New Money (Cap): \$14,503.58

LOAN MODIFICATION AGREEMENT
(PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)

This Loan Modification Agreement ("Modification Agreement"), made December 11, 2014, between RICHARD DAVID HOOTEN and CYNTHIA C HOOTEN, HUSBAND AND WIFE ("Borrower") residing at 1309 COLONIAL WAY, ALABASTER, AL 35007 and CitiMortgage, Inc. ("Lender") and amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated 12/14/01 and recorded on 12/21/01, Document number 2001-56182, Book number N/A, Page N/A in the Official Records of SHELBY, AL and (2) the Note bearing the same date as, and secured by the Security Instrument (the "Note"), which covers the real and personal property described in the Security Instrument and defined therein as (the "Property"), located at 1309 COLONIAL WAY, ALABASTER, AL 35007 the real property described as being set forth as follows:

(SEE ATTACHED LEGAL DESCRIPTION)

In consideration of the mutual promises and agreements exchanged, the parties agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of 03/12/15, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$125,383.69. The Borrower acknowledges that interest has accrued but has 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 \$14,503.58, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 360 months. When payments resume on 04/01/15, the New Unpaid Principal Balance will be \$139,887.27

("New Unpaid Principal Balance").

2. The Borrower promises to pay the New Unpaid Principal Balance, plus Interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.125 % effective 03/01/15 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$677.96 (which does not include and amounts required for Insurance and/or Taxes) beginning on 04/01/15 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 03/01/45 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Modification Agreement, the Borrower will pay those amounts in full on the Maturity Date. All other terms stated in the Note remain the same.

3. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower a 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 the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

(a) That, as of the Modification Effective date (the "Effective Date"), I understand that the Lender will only allow the transfer and assumption of the Loan, including this Modification Agreement to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the loan. Except as noted herein, this Modification Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.

4. The Borrower also will comply with all the other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all the payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make the under 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, or part of, the Note and Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Nothing in this Modification 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 Modification Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by and comply with, all of the terms and provisions thereof, as amended by this Modification Agreement.

6. It is mutually agreed that the Security Instrument shall constitute a first lien upon the premise and that neither the obligation evidencing the aforesaid indebtedness nor the Security Instrument shall in any way be prejudiced by this Modification Agreement, but said obligation and Security Instrument and all the covenants and agreements thereof and the rights of the parties there under shall remain in full force and effect except as herein expressly modified.

(a) Notwithstanding the foregoing, to the extent personal liability has been discharged in bankruptcy with respect to any amount payable under the Note, as modified herein, nothing contained herein shall be construed to impose personal liability to repay any such obligation where any obligations have been so discharged. If any bankruptcy proceeding is pending or completed during a time period related to entering this Modification Agreement. I understand that I enter this Modification Agreement voluntarily and that this Modification Agreement, or actions taken by the Lender in relation to this Modification Agreement, does not constitute a demand for payment or any attempt to collect any such obligation.

7. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Modification Agreement; or (ii) correct the terms and conditions of this Modification Agreement if an error is detected after execution of this Modification Agreement. I understand that a corrected Modification Agreement or a letter Agreement containing the correction will be provided to me for my signature. At Lender's option, this Modification Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected documentation, the terms of the original Note and Security Instrument shall continue in full force and effect, such terms will not be modified by this Modification Agreement.

☐ MERS LOAN. If this box is checked, the loan evidenced by the Note and secured by the Security Instrument was assigned to or the Security Instrument was prepared in the name of Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address of 1901 E Voorhees Street Suite C, Danville, IL 61834 or P.O. Box 2026, Flint, MI 48501-2026, and telephone number of (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.

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LEGAL DESCRIPTION

LOT 73, ACCORDING TO THE SURVEY OF NAVOJO HILLS, 9TH SECTOR, AS RECORDED IN MAP BOOK 10, PAGE 84A AND B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

NAME AFFIDAVIT

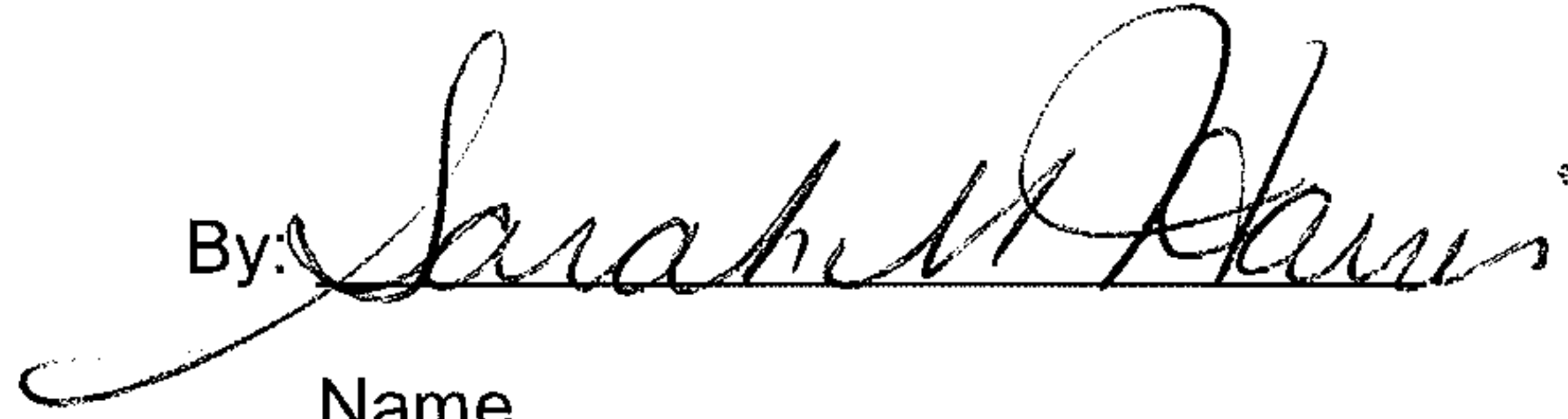
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EXECUTED effective as of the day and year first above written.

ACCEPTED AND AGREED TO BY

CitiMortgage, Inc.

BORROWER:

By: 

Name

Sarah M. Harris
CitiMortgage, Inc.
Document Control Officer

Title

5-1-15

Date



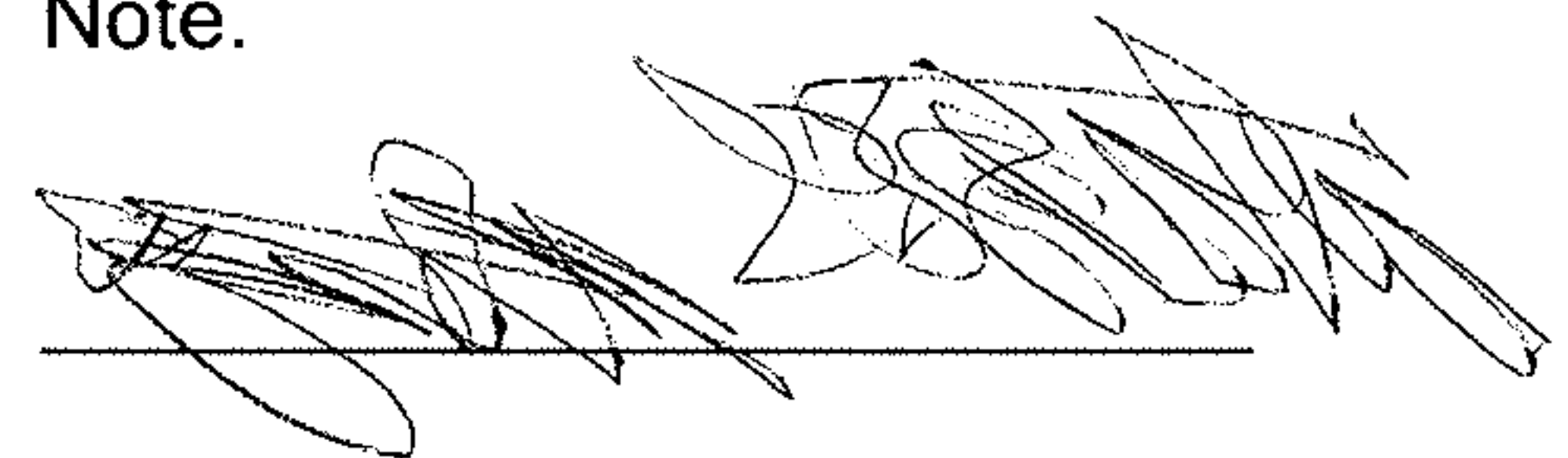
RICHARD DAVID HOOTEN

04/01/2015

Date

CYNTHIA C HOOTEN

Non-Borrower Spouse, I
acknowledge Modification
Agreement but do not assume
any personal liability on the
Note.



(Sign)

04/01/2015

Date

Certificate of Preparation

Prepared by: Benjamin Nelson
CitiMortgage, Inc.
1000 Technology Drive (M.S. 321)
O'Fallon, MO 63368-2240
1-866-272-4749

Acct # 0704370661

This is to certify that this INSTRUMENT was prepared by CITIMORTGAGE Inc., one of the parties name in the instrument.

A handwritten signature in black ink, appearing to read 'Benjamin Nelson', is written over a horizontal line.

Preparer Signatures

Benjamin Nelson

Document Control Officer

[Space Below This Line For Acknowledgments]

INDIVIDUAL ACKNOWLEDGEMENT

State of Alabama

County of SHELBY

On this 1 day of April, in the year 2015, before me, the undersigned, personally appeared, **RICHARD DAVID HOOTEN** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within Instrument and acknowledged to me that HE/SHE/THEY executed the same in HIS/HER/THEIR capacity(ies), and that by HIS/HER/THEIR signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

Notary Public

My Commission Expires:

INDIVIDUAL ACKNOWLEDGEMENT

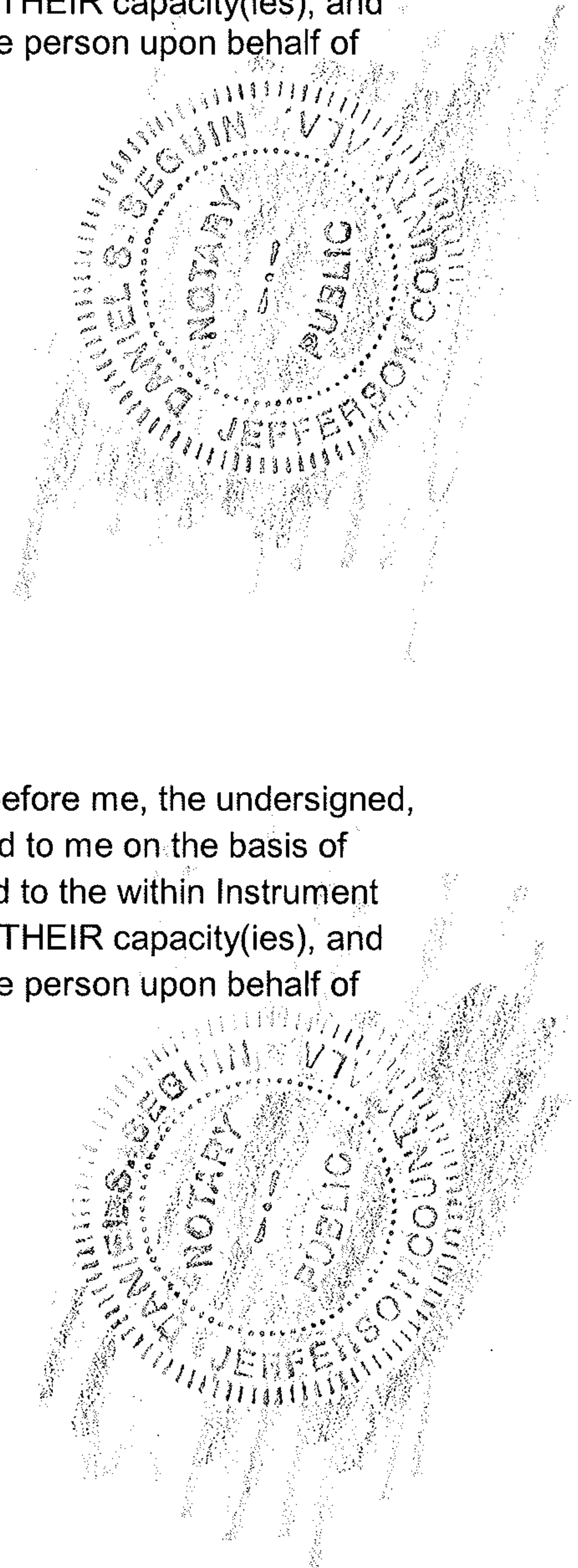
State of Alabama

County of SHELBY

On this 1 day of April, in the year 2015, before me, the undersigned, personally appeared, **CYNTHIA C HOOTEN** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within Instrument and acknowledged to me that HE/SHE/THEY executed the same in HIS/HER/THEIR capacity(ies), and that by HIS/HER/THEIR signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

Notary Public

My Commission Expires:

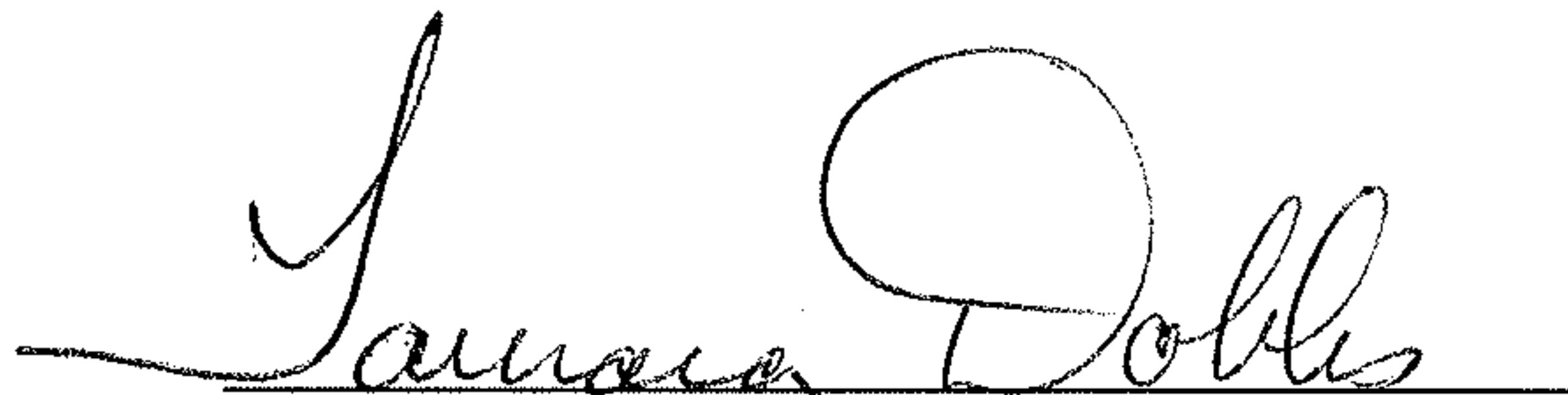


State of Missouri)

County of St Charles)

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On May 1, 2015, before me appeared Sarah M. Harris, to me personally known, being duly sworn or affirmed did say that she is a Document Control Officer Of CitiMortgage, Inc., and that said instrument was signed on behalf of said corporation, by authority of its Board of Directors, Sarah M. Harris, acknowledged said instrument to be the free act and deed of said corporation, and that such individual made such appearance before the undersigned in the City of O'Fallon, State of Missouri.


Notary Public



TAMARA DOBBS
My Commission Expires
August 29, 2017
Lincoln County
Commission #13521419



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
11/02/2015 09:56:27 AM
\$244.85 CHERRY
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