Prepared by: Michael L. Riddle
Middleberg Riddle Group
717 N. Harwood, Suite 1600
Dallas, TX 75201

~~Recording Requested By and Return To:~~
~~REGIONS BANK DBA REGIONS MORTGAGE~~
~~LOSS MIT MOD DEPT - AX2~~
~~7130 GOODLETT FARMS PARKWAY~~
~~CORDOVA, TN 38016~~

20160111000010430 1/8 $215.60
Shelby Cnty Judge of Probate, AL
01/11/2016 01:21:21 PM FILED/CERT

Source of Title: Deed Book _________, Page _________

(Space Above This Line For Recording Data)

Loan No. **0896646068**
Borrower: KELLEY L SMITH-WRIGHT
Original Recorded Date: **July 11, 2008**
Investor Loan No.: **0115949461 703**
FHA CASE NO.: **0115949461 703**

Data ID: **809**

Original Principal Amount: **$151,686.00**
Current Unpaid Principal Balance: **$120,347.71**
Interest Bearing Principal Balance: **$112,761.02**
Partial Claim: **$9,274.19**

FHA HOME AFFORDABLE MODIFICATION AGREEMENT

(Step Two of Two-Step Documentation Process)

Borrower ("I")[1]: KELLEY L SMITH-WRIGHT AND JEFFREY L WRIGHT, WIFE AND HUSBAND, whose address is **1227 DAVID DR, PELHAM, ALABAMA 35124**

Lender ("Lender"): **REGIONS BANK DBA REGIONS MORTGAGE, as servicer for REGIONS BANK, 7130 GOODLETT FARMS PARKWAY, MEMPHIS, TN 38016**

Date of First Lien Security Instrument ("Mortgage") and Note ("Note"): **July 1, 2008**

Loan Number: **0896646068**

Property Address: **1227 DAVID DR, PELHAM, ALABAMA 35124** ("Property")

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Return To: REMcorp
940 S Frontage RD Ste 1400
Woodridge IL 60517

1 If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

Recorded in INST # 20080711000280230 AT PGS 1-9 of the Official Records of the County Recorder's or Clerk's Office of SHELBY COUNTY, ALABAMA.

If my representations in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the First Lien Mortgage on the Property, and (2) the Note secured by the First Lien Mortgage. The First Lien Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Except for the subordinate Promissory Note and Security Instrument, capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents; I previously entered into the Trial Period Plan and the Loan Workout Plan with Lender.

I understand that after I sign and return the subordinate Promissory Note and Security Instrument and two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations.** I certify, represent to Lender and agree:

   A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;

   B. I live in the Property as my principal residence, and the Property has not been condemned;

   C. There has been no change in the ownership of the Property since I signed the Loan Documents;

   D. I have provided documentation for **all** income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the FHA Home Affordable Modification program ("Program"));

   E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;

   F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and

   G. I have timely made or will make all payments required under a Trial Period Plan or Loan Workout Plan.

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

   A. TIME IS OF THE ESSENCE under this Agreement;
   B. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate and the subordinate Promissory Note and Security Instrument will not be in effect. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
   C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on **November 1, 2015** (the "Modification Effective Date") and all unpaid late charges that remain unpaid are waived. The Loan Documents will be modified and the first modified payment will be due on **December 1, 2015**.

   A. The new Maturity Date will be: **November 1, 2045**.
   B. The modified Principal balance of my Loan will include all amounts and arrearages that will be past due (excluding unpaid late charges) less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my Loan will be **$122,035.21** (the "New Principal Balance").
   C. **$9,274.19** of the New Principal Balance will be the amount of the subordinate Promissory Note payable to the Secretary of Housing and Urban Development and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the amount of the subordinate Promissory Note shall be referred to as the "Interest Bearing Principal Balance" of the modified Loan and this amount is **$112,761.02**. Interest at the rate of **4.125%** will begin to accrue on the Interest Bearing Principal Balance as of **November 1, 2015** and the first new monthly payment on the Interest Bearing Principal Balance will be due on **December 1, 2015**. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
30	**4.125**	**11/01/15**	**$546.50**	**$169.88, may adjust periodically**	**$716.38, may adjust periodically**	**12/01/15**	**360**

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.

E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

F. I agree to pay in full the subordinate Promissory Note and any other amounts still owed under the Loan Documents by the earliest of : (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.

4. **Additional Agreements.** I agree to the following:

A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, the subordinate Promissory Note and the Security Instrument, unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.

B. That this Agreement, the subordinate Promissory Note and Security Instrument shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.

C. To comply, except to the extent that they are modified by this Agreement, the subordinate Promissory Note and Security Instrument, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.

D. That I have been advised of the amount needed to fully fund my Escrow Account.

E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed. The Loan Documents constitute a first lien on the Property and are in no way prejudiced by this Agreement.

F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, the subordinate Promissory Note and the Security Instrument, remain in full force and effect; nothing in this Agreement or the subordinate Promissory Note or the Security Instrument shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the subordinate Promissory Note and the Security Instrument, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.

G. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. This Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer of the Property.

Loan No: 0896646068 Data ID: 809

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

Date: 11/18/2015

Kelley L. Smith-Wright (Seal)
KELLEY L SMITH-WRIGHT —Borrower

Jeffrey L. Wright (Seal)
JEFFREY L WRIGHT —Borrower

- Individual Acknowledgment -

STATE OF ALABAMA §
COUNTY OF SHELBY §

I, Dennis Ray Anthony, a Notary Public, hereby certify that KELLEY L SMITH-WRIGHT AND JEFFREY L WRIGHT whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this 18th day of November, A.D. 2015.

[Seal]

Dennis Ray Anthony
Notary Public
Alabama State @ Large

My commission expires: 3/26/19

Loan No: 0896646068 Data ID: 809

Date: 11-24-15

Lender: REGIONS BANK DBA REGIONS MORTGAGE, as servicer for REGIONS BANK

By: ______________________
MICHAEL PATTEN, VICE PRESIDENT

- Lender Acknowledgment -

STATE OF TENNESSEE §
COUNTY OF SHELBY §

I, Pat Dunlap, a Notary Public in and for said County in said State, hereby certify that MICHAEL PATTEN whose name as VICE PRESIDENT of REGIONS BANK DBA REGIONS MORTGAGE, as servicer for REGIONS BANK, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this 24 day of November, 20 15.

____
Notary Public

Pat Dunlap
(Printed Name)

My commission expires:__________________

20160111000010430 7/8 $215.60
Shelby Cnty Judge of Probate, AL
01/11/2016 01:21:21 PM FILED/CERT

Loan No: 0896646068
Borrower: KELLEY L SMITH-WRIGHT
Property Address: 1227 DAVID DR, PELHAM, ALABAMA 35124

Data ID: 809

LEGAL DESCRIPTION

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in Shelby County, Alabama:

Lot 11, Block 3, according to the Survey of Brookfield, Second Sector, as recorded in Map Book 6, Page 16, in the Probate Office of Shelby County, Alabama; being sitauted in Shelby County, Alabama.

Parcel ID Number: 13-1-11.4-004-023.000
which has the address of 1227 David Dr [Street]
Pelham [City], Alabama 35124-1655 [Zip Code] ("Property Address");

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns), and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), 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 or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.