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This Document Prepared By:
Ara Habibija
NATIONSTAR MORTGAGE LLC
8950 CYPRESS WATERS BLVD
COPPELL, TX 75019


20160114000014570 1/5 \$181.55
Shelby Cnty Judge of Probate, AL
01/14/2016 01:18:06 PM FILED/CERT

_____[Space Above This Line For Recording Data]_____
Original Recording Date: **August 11, 2009** Loan No: **604967315**
Original Loan Amount: **\$119,099.00** FHA Case Number: **0116402279703**
New Money: **\$0.00**

REF110339253A

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 4th day of December, 2015, between **PHILLIP J. WILCOX, HUSBAND** and **TERESA WILCOX, WIFE** whose address is **2091 CARSON ST, CALERA, AL 35040** ("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 **July 27, 2009** and recorded in **Mortgage Book N/A, Page N/A**, Instrument No: **20090811000307850**, 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

2091 CARSON STREET, CALERA, AL 35040,
(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 **February 1, 2016**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$103,677.97**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized, which is limited to escrows



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and any legal 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 **4.125%**, from **February 1, 2016**. Borrower promises to make monthly payments of principal and interest of U.S. **\$502.48**, beginning on the **1st** day of **March, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **February 1, 2046** (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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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.

In the event of any action(s) arising out of or relating to this Agreement or in connection with any foreclosure action(s) dismissed as a result of entering into this Agreement, I will remain liable for and bear my own attorney fees and cost incurred in connection with any such action(s).

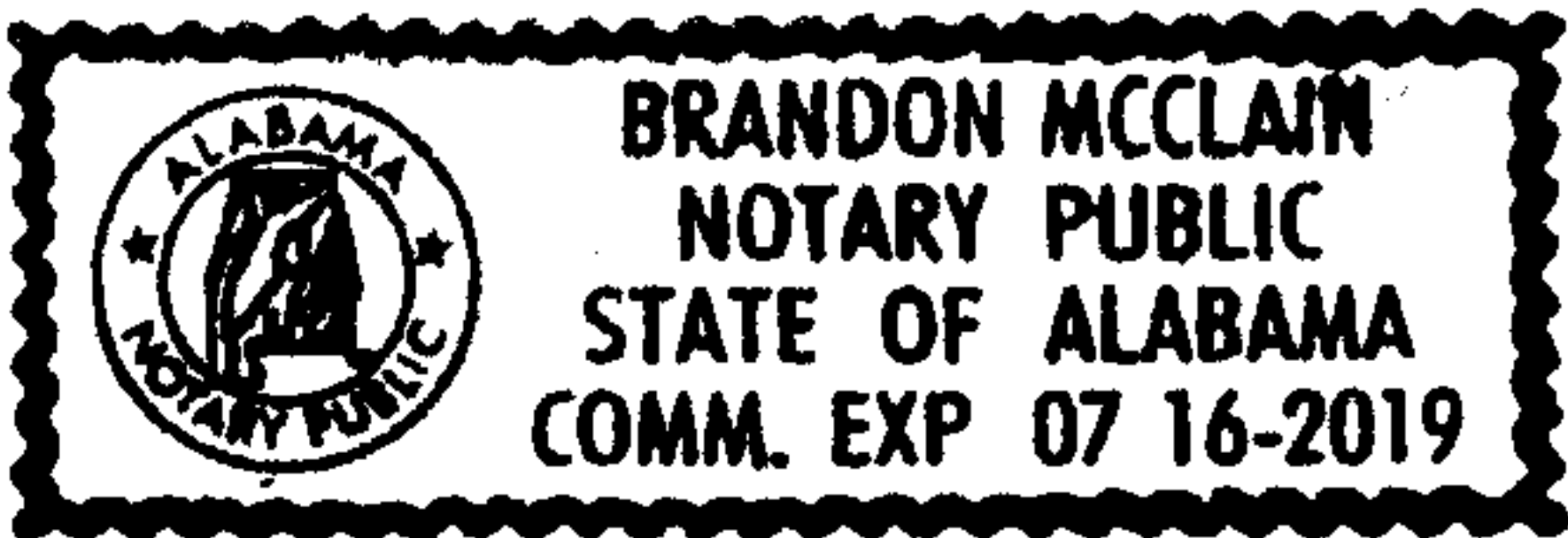
Phillip Wilcox 12-29-15 (Seal)
PHILLIP J. WILCOX -Borrower

Teresa Wilcox 12/29/15 (Seal)
TERESA WILCOX -Borrower

Danielle Horsey -Witness Signature
Danielle Horsey -Witness Print Name
Brandon McClain -Witness Signature
Brandon McClain -Witness Print Name

[Space Below This Line For Acknowledgments]

State of Alabama
County of Shelby
Brandon McClain Notary Public, hereby certify that
(please print name)



PHILLIP J. WILCOX and TERESA WILCOX, 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 29th day of Dec, A. D. 20 15

Brandon McClain
(signature of officer)
My commission expires: 7-16-19 Brandon McClain
Notary Public



NATIONSTAR MORTGAGE LLC

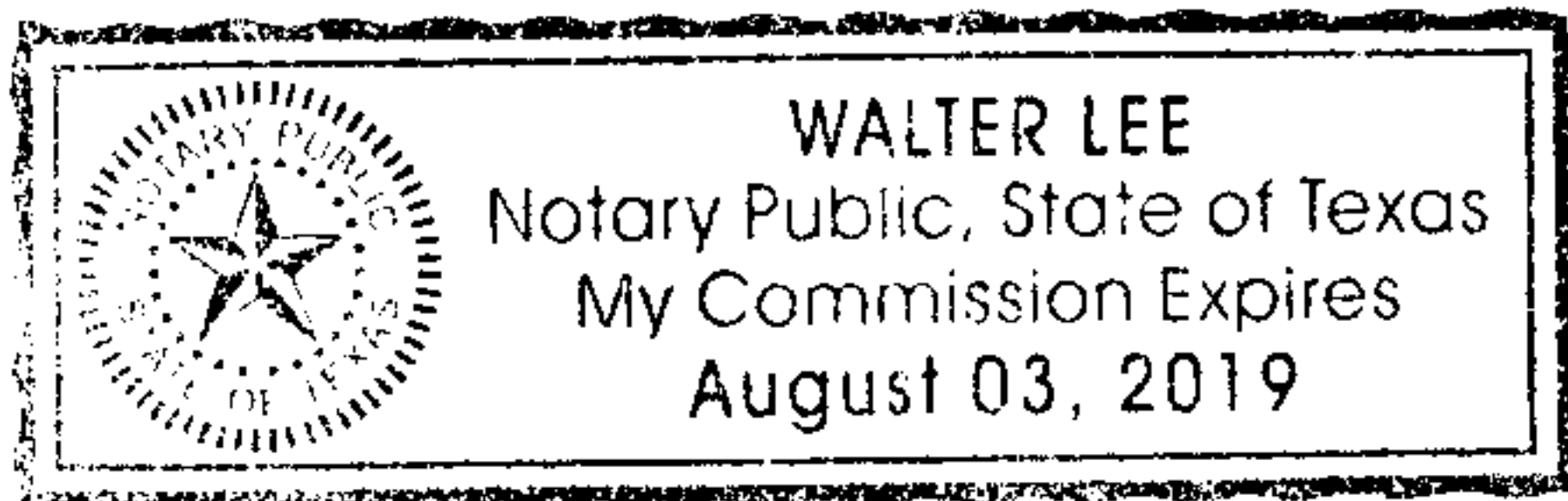
By: Azra Habibi (Seal) - Lender
Name: Azra Habibi
Title: Assistant Secretary

1/5/16
Date of Lender's Signature
[Space Below This Line For Acknowledgments]

The State of TX
County of Dallas

Before me Walter Lee /Notary Public (name/title of officer) on this day
personally appeared Azra Habibi, the Assistant Secretary of Nationstar
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 executed
the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5 day of January, A.D., 2016.



Walter Lee
Signature of Officer

Notary Public
Title of Officer

My Commission expires : Aug 3, 2019



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Exhibit "A"

Loan Number: **604967315**

Property Address: **2091 CARSON STREET, CALERA, AL 35040**

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA: THE WEST 100 FEET OF LOT 11, BLOCK A, ACCORDING TO FARRIS SUBDIVISION, SECOND SECTOR, WHICH IS RECORDED IN MAP BOOK 4, PAGE 20, PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. AND ALSO: LOT NO. 1, BLOCK A, LOCATED IN FARRIS SUBDIVISION, FIRST ADDITION, ACCORDING TO THE MAP RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, IN MAP BOOK 4 AT PAGE 20, SITUATED IN SHELBY COUNTY, ALABAMA.



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Exhibit A Legal Description Attachment 11/12



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