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This Document Prepared By:

Azra Habibija
NATIONSTAR MORTGAGE LLC
8950 CYPRESS WATERS BLVD
COPPELL, TX 75019



20160114000014590 1/7 \$169.55
Shelby Cnty Judge of Probate, AL
01/14/2016 01:26:02 PM FILED/CERT

_____[Space Above This Line For Recording Data]_____
Original Recording Date: **February 11, 2010** Loan No: **619131758**
Original Loan Amount: **\$96,662.00** FHA Case Number: **011-6523937-703**
New Money: **\$3,697.95** MIN Number: **100031400006009735**



REF110339246A

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 21st day of October, 2015, between **ODIS CARDEN, MARRIED and APRIL CARDEN, MARRIED** whose address is **333 COLLEGE ST, VINCENT, AL 35178** ("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"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **January 21, 2010** and recorded in **Mortgage Book N/A**, Instrument No: **20100211000042490**, 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

333 COLLEGE ST, VINCENT, AL 35178,
(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 **October 1, 2015**, the amount payable under the Note and the Security Instrument (the



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"Unpaid Principal Balance") is U.S. \$91,653.15, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized, which is limited to escrows 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 **4.250%**, from **October 1, 2015**. Borrower promises to make monthly payments of principal and interest of U.S. \$450.88, beginning on the **1st day of November, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **October 1, 2045** (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.



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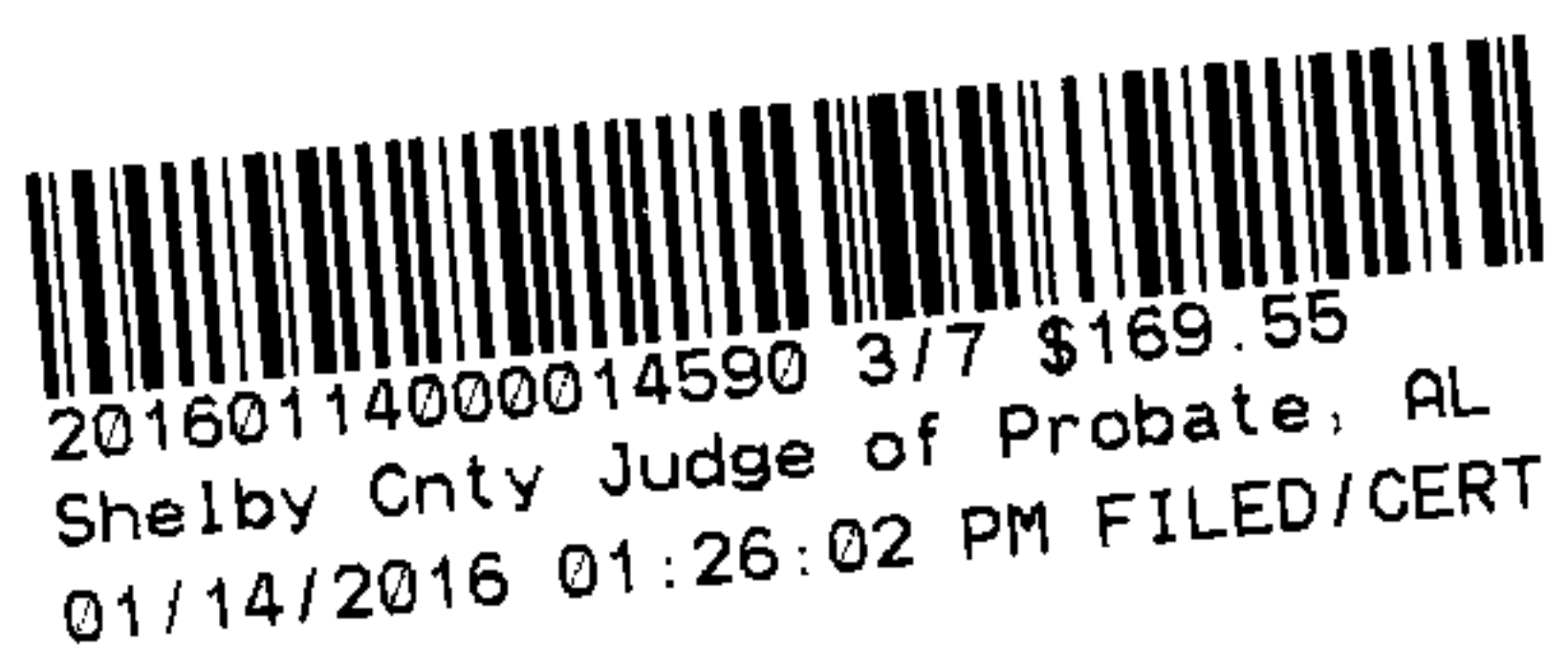


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7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
8. This Agreement modifies an obligation secured by an existing security instrument recorded in SHELBY 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 \$87,955.20. The principal balance secured by the existing security instrument as a result of this Agreement is \$91,653.15, which amount represents the excess of the unpaid principal balance of this original obligation.



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ODIS CARDEN -Borrower (Seal)

APRIL CARDEN -Borrower (Seal)

Dennis Gibson -Witness Signature

GARY D BARNETT -Witness Signature

Dennis Gibson -Witness Print Name

GARY D BARNETT -Witness Print Name

[Space Below This Line For Acknowledgments]

State of Alabama

County of Shelby

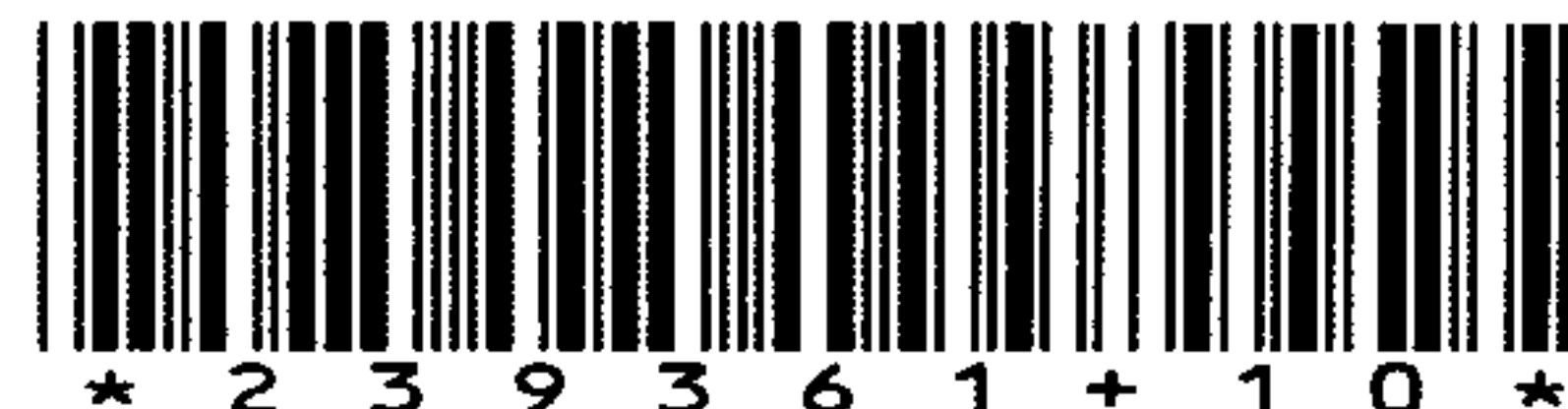
I, Nancy C Allen Notary Public, hereby certify that
(please print name)

ODIS CARDEN and APRIL CARDEN, 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

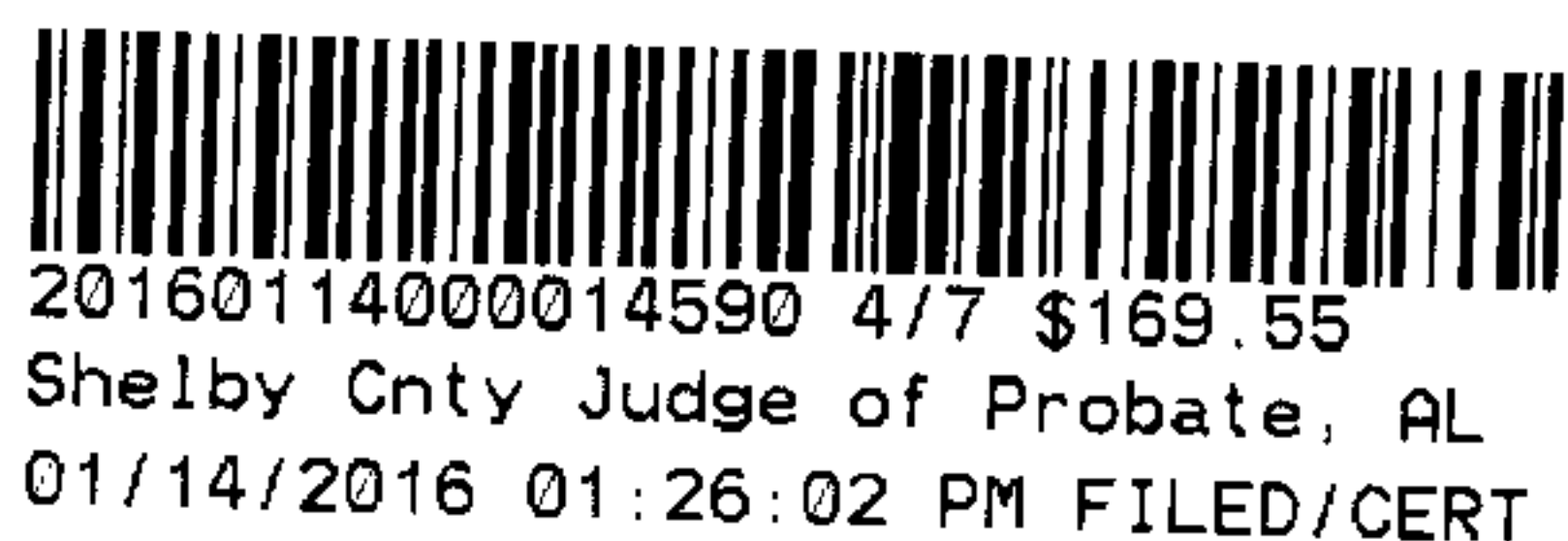
bears Date. Given under my hand this 7th day of Dec, A. D. 2015.

Nancy C Allen
(signature of officer)

My commission expires: 7-17-18



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NATIONSTAR MORTGAGE LLC

By: Asra Halifa (Seal) - Lender

Name: Asra Halifa

Title: Assistant Secretary

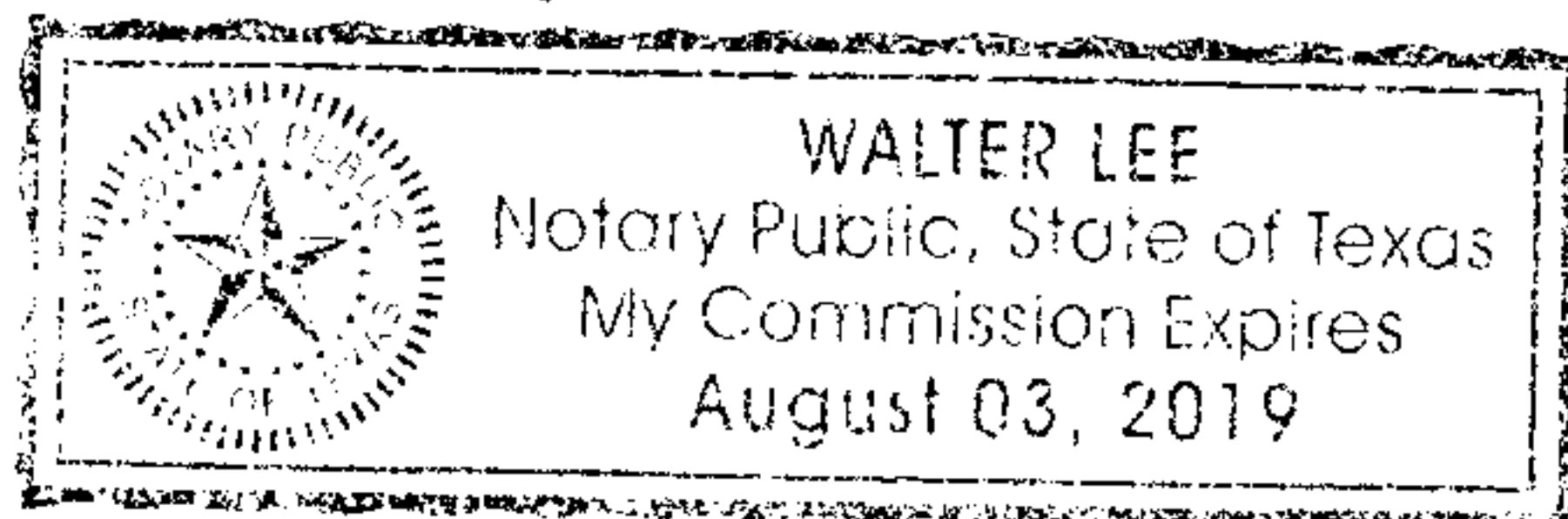
1/5/16
Date of Lender's Signature

[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 Asra Halifa, 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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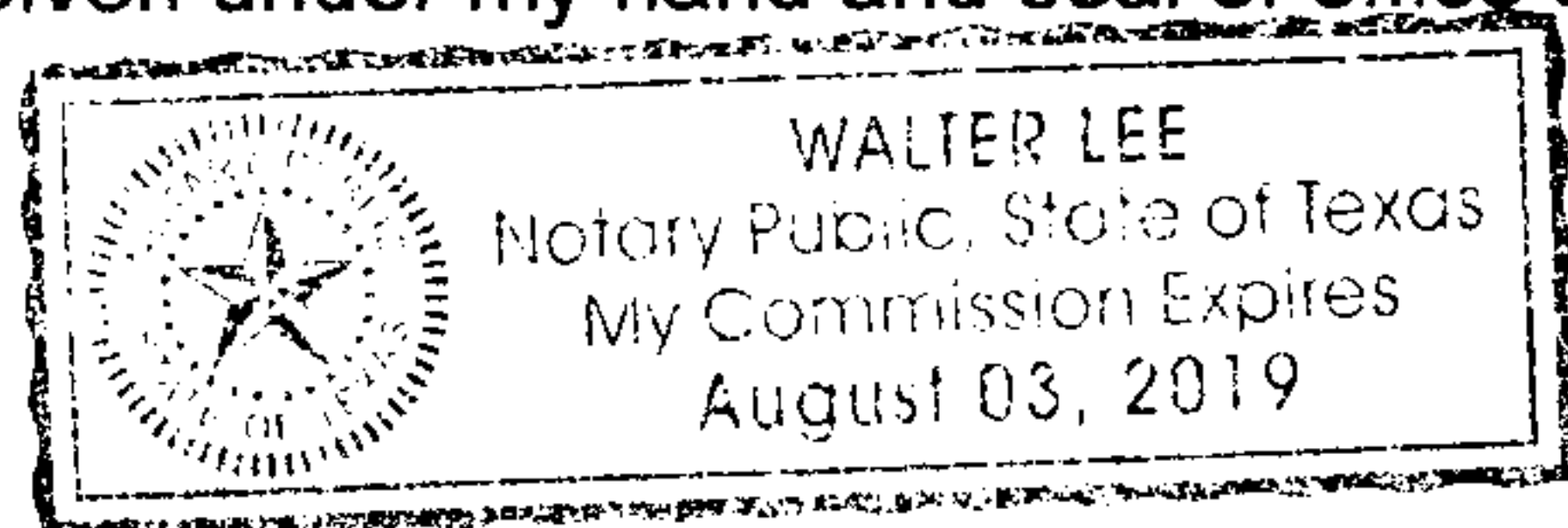
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Ayafalifa Azra Habibija 1/5/16
Mortgage Electronic Registration Systems, Inc - Nominee for Lender
Title: Assistant Secretary
[Space Below This Line For Acknowledgments]

The State of TX
County of Dallas

Before me Walter Lee /Notary Public (name/title of officer) on this day
personally appeared Azra Habibija, the Assistant Secretary of Mortgage
Electronic Registration Systems, Inc, 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: 619131758

Property Address: 333 COLLEGE ST, VINCENT, AL 35178

Legal Description:

THE FOLLOWING LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 2 EAST; THENCE PROCEED SOUTH ALONG THE EAST BOUNDARY OF SAID 1/4 -1/4 SECTION FOR A DISTANCE OF 210.0 FEET TO THE POINT OF BEGINNING. FROM THIS BEGINNING POINT CONTINUE SOUTH ALONG THE EAST BOUNDARY OF SAID 1/4 -1/4 SECTION FOR A DISTANCE OF 105.0 FEET; THENCE TURN AN ANGLE OF 88 DEGREES 50 MINUTES TO THE RIGHT AND PROCEED WEST FOR A DISTANCE OF 210.0 FEET; THENCE TURN AN ANGLE OF 91 DEGREES 10 MINUTES TO THE RIGHT AND PROCEED NORTH FOR A DISTANCE OF 105.0 FEET; THENCE TURN AN ANGLE OF 88 DEGREES 50 MINUTES TO THE RIGHT AND PROCEED EAST FOR A DISTANCE OF 210.0 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED LAND IS LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA.

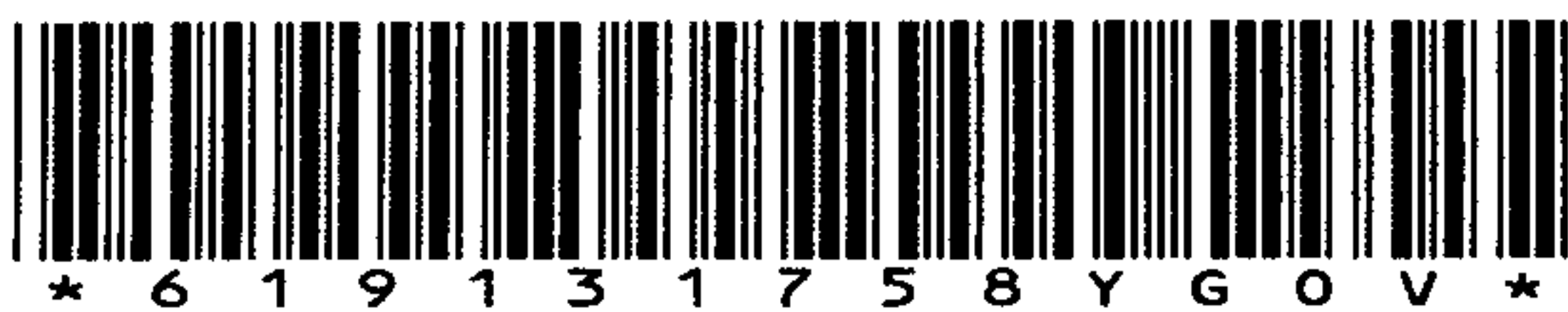


Exhibit A Legal Description Attachment 11/12



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