Return to: Document Recording Services P.O. Box 3008 Tallahassee, FL 32315-3008 20160119000018550 1/5 \$296.00 2016019000018550 1/5 \$296.00 Shelby Cnty Judge of Probate, AL 01/19/2016 11:56:00 AM FILED/CERT

This Document Prepared By:

NATIONSTAR MORTGAGE LLC 8950 CYPRESS WATERS BLVD COPPELL, TX 75019

[Space Above This Line For Recording Data]

Original Recording Date: July 09, 2007
Original Loan Amount: \$192,850.00

New Money: \$7,389.43

REF110399068A

Loan No: **604327718** FHA Case Number: **011-5647372-703**

LOAN MODIFICATION AGREEMENT

* Deceased

This Loan Modification Agreement ("Agreement"), made this 12th day of November, 2015, between MARK-MCRAE, HUSBAND and KAREN MCRAE, WIFE whose address is 1156 DEARING DOWNS DR, HELENA, AL 35080 ("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 June 28, 2007 and recorded in Mortgage Book N/A, Page N/A, Instrument No: 20070709000321410, 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

1156 DEARING DOWNS DRIVE, HELENA, AL 35080,

(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 **December 1, 2015**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$179,905.55, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized, which is limited to escrows



HUD MODIFICATION AGREEMENT 8300h 11/12



(page 1 of 4)

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 December 1, 2015. Borrower promises to make monthly payments of principal and interest of U.S. \$885.03, beginning on the 1st day of January, 2016, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on December 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.
- 7. Borrower agrees to make and execute other documents or papers as may be necessary to

* 6 O 4 3 2 7 7 1 8 Y G N M A *

HUD MODIFICATION AGREEMENT
8300h 11/12

* 2 4 8 9 9 0 + 1 0 *

(page 2 of 4)

20160119000018550 2/5 \$296.00

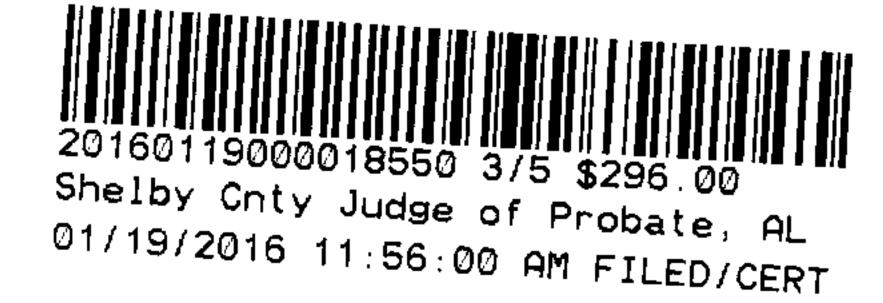
Shelby Cnty Judge of Probate, AL 01/19/2016 11:56:00 AM FILED/CERT

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 \$172,516.12. The principal balance secured by the existing security instrument as a result of this Agreement is \$179,905.55, which amount represents the excess of the unpaid principal balance of this original obligation.

	(Seal)
MARK MCRAE Borrower Michael Mi	(Seal)
KAREN MCRAE -Borrower	(Seal)
Signature Signature Witness Witness Print Name -Witness Print Name	-Witness -Witness
[Space Below This Line For Acknowledgments]	
County of	conveyance and who is contents of the conveyance conveyance.
My commission expires:	
* 6 0 4 3 2 7 7 1 8 Y G N M A * HUD MODIFICATION AGREEMENT	4 8 9 9 0 + 1 0 *

(page 3 of 4)



8300h 11/12

NATIONSTAR MORTGAGE LLC
By:
Date of Lender's Signature [Space Below This Line For Acknowledgments] The State of TX County of Dallas
Before me
Given under my hand and seal of office this day of Acousty, A.D., 2016.
WALTER LEE Notary Public, Stale of Texas My Commission Expires August 03, 2019 Notary Public Title of Officer
My Commission expires : Aug 7, 2019



HUD MODIFICATION AGREEMENT
8300h 11/12



(page 4 of 4)

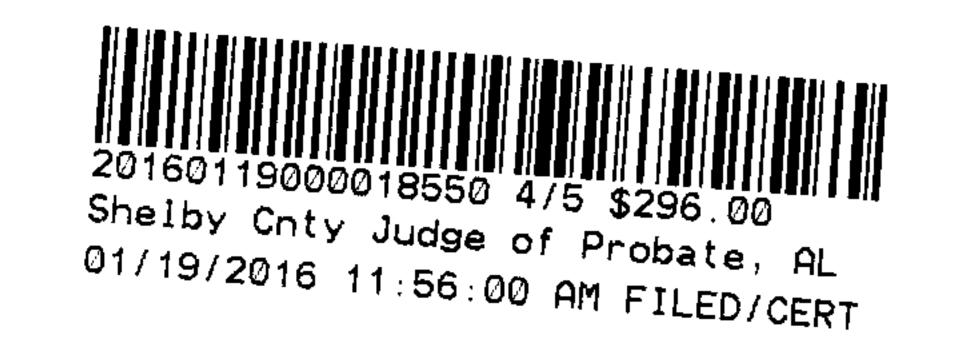


Exhibit "A"

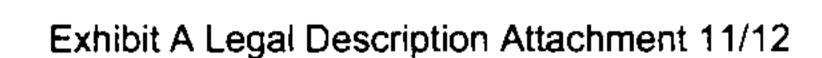
Loan Number: 604327718

Property Address: 1156 DEARING DOWNS DRIVE, HELENA, AL 35080

Legal Description:

IN THE COUNTY OF SHELBY, STATE OF THE FOLLOWING DESCRIBED PROPERTY LOCATED ALABAMA: LOT 2, ACCORDING TO THE SURVEY OF DEARING DOWNS, 7TH ADDITION, AS BOOK 9 PAGE 177 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF LOT 2 OF DEARING DOWNS SUBDIVISION, 7TH ADDITION AS RECORDED AT THE SHELBY COUNTY PROBATE RECORDS IN MAP BOOK 9 PAGE 177, RUN THENCE NORTH 0 DEGREES 01 MINUTES 44 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2 OF 166.77 FEET TO THE POINT OF BEGINNING; RUN THENCE NORTH 74 DEGREES 12 MINUTES EAST FOR 51.97 FEET TO DRIVE; DEARING DOWNS WAY LINE OF NORTHEASTERLY DIRECTION ALONG SAID NORTH RIGHT OF WAY AND A CURVE TO THE LEFT, FEET. FOR AN ARC LENGTH OF 30.19 FEET; RUN THENCE SOUTH 74 DEGREES 12 MINUTES WEST FOR 72.72 FEET TO THE EAST LINE OF SAID LOT 2; RUN THENCE SOUTH 0 DEGREES 01 MINUTES 44 SECONDS EAST ALONG SAID EAST LINE FOR 17.0 FEET TO THE POINT OF BEGINNING; SAID LAND BEING IN THE NORTHWEST QUARTER (NORTHWEST 1/4) OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA.







Page 1 of 1

20160119000018550 5/5 \$296.00 Shelby Cnty Judge of Probate, AL 01/19/2016 11:56:00 AM FILED/CERT