

Investor Account # 1698732349

**When Recorded Return To:**

Ditech Financial LLC  
7360 South Kyrene Road  
Tempe, AZ 85283

**20160330000101590**  
**03/30/2016 11:36:46 AM**  
**MORTAMEN 1/7**

This document was prepared by Ditech Financial LLC

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*From 1-MN*

**LOAN MODIFICATION AGREEMENT**

*80028491-DW*  
*SAFE*

**THIS INFORMATIONAL NOTICE IS NOT AN ATTEMPT TO COLLECT A DEBT. IF YOU ARE CURRENTLY IN BANKRUPTCY OR YOUR ACCOUNT WAS DISCHARGED IN BANKRUPTCY WITHOUT A REAFFIRMATION, THE SERVICER IS NOT ATTEMPTING TO COLLECT OR RECOVER THE DEBT AS YOUR PERSONAL LIABILITY.**

This Loan Modification Agreement ("Agreement"), made between MICHELLE L. SMITH and CHRISTOPHER C. SMITH ("Customer") and Ditech Financial LLC ("Lender"), amends and supplements 1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated 06/08/2005 and recorded 06/16/2005 Instrument No. 20050616000298040 of the Records of shelby county 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

171 SPEARMAN ST WILSONVILLE, AL 35186

New Modified Amt \$81,764.71 Unpaid Principal Balance \$77,670.07 New Money \$4,094.64

the real property described in the above-referenced Security Instrument.

**ORIGINAL**

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 02/01/2016, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$81,764.71 consisting of the unpaid amount(s) loaned to Customer by Lender plus any interest and other amounts capitalized.
- 2.Customer 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 4.62500%, from 02/01/2016. Customer promises to make monthly payments of principal and interest of U.S. \$374.18, beginning on the 03/01/2016, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.62500% will remain in effect until principal and interest are paid in full. The new monthly payment amount does not include any amounts owed for escrow. Customer may refer to the monthly billing statement for the escrow amount owed. If on 02/01/2056 (the "Maturity Date"), Customer still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Customer will pay these amounts in full on the Maturity Date. Customer's payment schedule for the modified Loan is as follows:

0610469 000056144 096TXX 5 of



Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-40	4.625%	02/01/2016	\$374.18	\$146.70 adjusts annually after year 1	\$520.88 adjusts annually after year 1	03/01/2016	480

3.If all or any part of the Property or any interest in the Property is sold or transferred (or if Customer is not a natural person and a beneficial interest in Customer 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 Customer 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 Customer must pay all sums secured by the Security Instrument. If Customer 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 Customer.

Customer understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Customer's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Customer and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Customer acknowledges that Lender is required to report any debt forgiveness to the Internal Revenue Service which may result in consequences regarding Customer's federal, state or local tax liability. In addition, Customer understands that if Customer receives public assistance, the forgiveness of debt may affect Customer's eligibility for these benefits. Customer acknowledges that Lender cannot provide any advice or guidance regarding possible tax consequences or effect on any public assistance benefits. Customer further acknowledges that Lender has advised that Customer may wish to consult with a tax professional about any possible tax consequences and/or their public assistance office regarding other consequences that may result from the forgiveness of debt.





- (f) Customer agrees to make and execute such other documents or papers as may be necessary or required 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 Customer.
- (g) Customer authorizes Lender, and Lender's successors and assigns, to share certain Customer public and non-public personal information including, but not limited to (i) name, address, telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, and (v) payment history and information about Customer's account balances and activity, with an authorized third Agency or similar entity that is assisting Customer in connection with obtaining a foreclosure prevention alternative, including the trial period plan to modify Customer's account ("Authorized Third Party").

Customer understands and consents to Lender or Authorized Third Party, as well as Fannie Mae (the owner of Customer's account), disclosing such personal information and the terms of any relief or foreclosure prevention alternative, including the terms of the trial period plan to modify Customer's account, to any insurer, guarantor, or servicer that insures, guarantees, or services Customer's account or any other mortgage account secured by the Property on which Customer is obligated, or to any companies that perform support services to them in connection with the account or any other mortgage account secured by the Property on which Customer is obligated.

Customer consents to being contacted by Fannie Mae, Lender or Authorized Third Party concerning mortgage assistance relating to Customer's account.

4. Intentionally Deleted.

By this paragraph, Lender is notifying customer that any prior waiver by Lender of Customer's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Customer has been advised of amount needed to fund the escrow items.

5. Customer also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Customer's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Customer 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Customer waives any Timely Payment Rewards rate reduction to which Customer may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.

6. Customer understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Customer's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.



- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Customer and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Customer agrees to execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Plan if an error is detected after execution of this Agreement. I understand that a corrected Agreement will be provided to me and this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected Agreement, the terms of the original Account Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification.

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

Ditech Financial LLC  
FKA Green Tree Servicing, LLC

Lender

By: \_\_\_\_\_  
Name: Jason J. Braxton  
Title: Director, Default Services  
License #: 1088100

MAR 04 2016

Date

Christopher C. Smith  
CHRISTOPHER C. SMITH 3.2.16

Date  
Michelle L. Smith  
MICHELLE L. SMITH 3.2.16

Date

Account#: 820284917

\_\_\_\_\_[SPACE BELOW THIS LINE FOR ACKNOWLEDGEMENTS]\_\_\_\_\_


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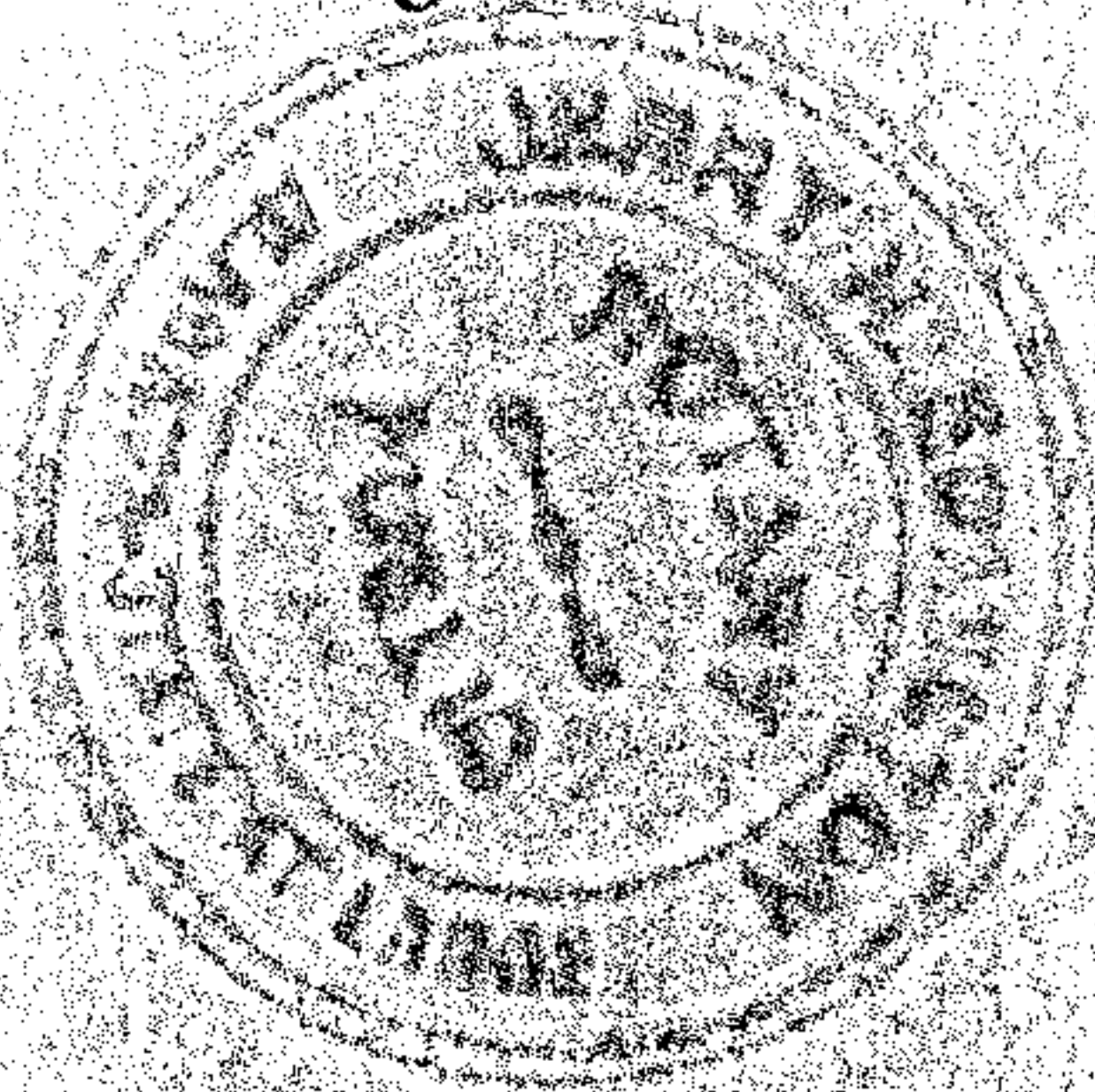
STATE OF Alabama

COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that  
Christopher C Smith and Michelle L. Smith, whose name is signed to the foregoing, and who is known to  
me, acknowledged before me on this day that, being informed of the contents of the foregoing,  
\_\_\_\_\_ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 2<sup>nd</sup> day of March, 2016.

  
Notary Public 3.30.19





A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

STATE OF: Arizona,

County ss: Maricopa,

On this day of MAR 04 2016, before me, the undersigned, a Notary Public in and for said state, personally appeared

Jason Braxton, Licensed Default Services Director of Ditech Financial LLC

**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

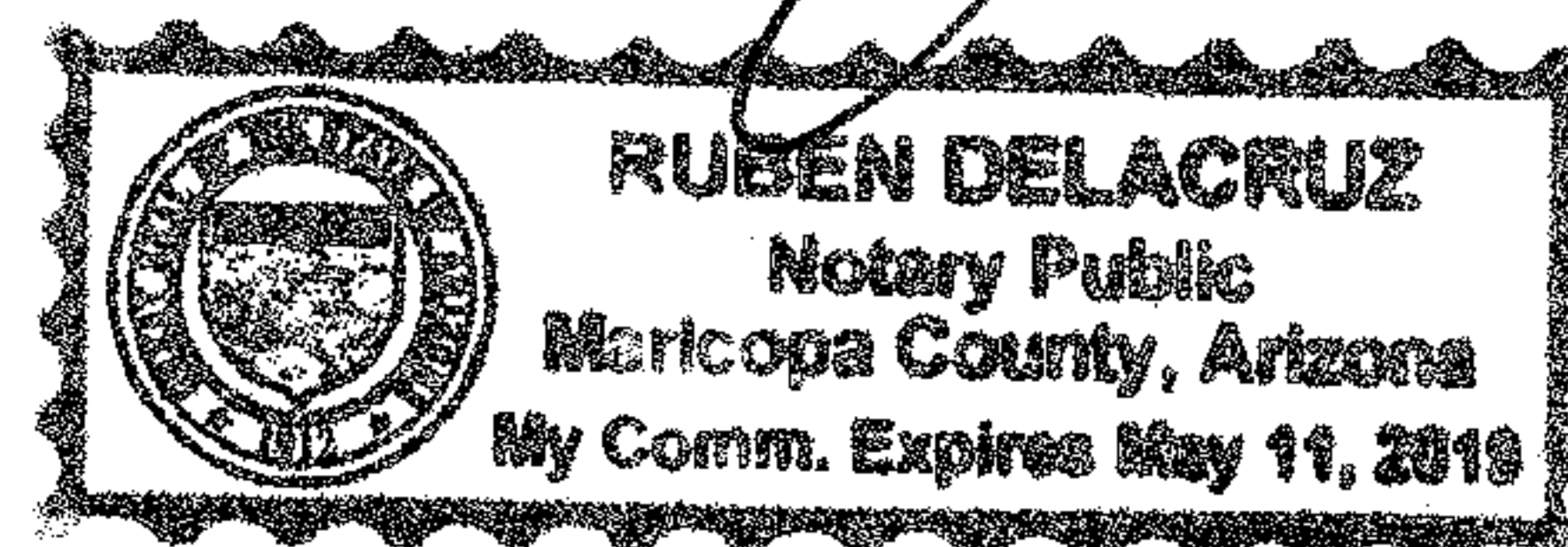
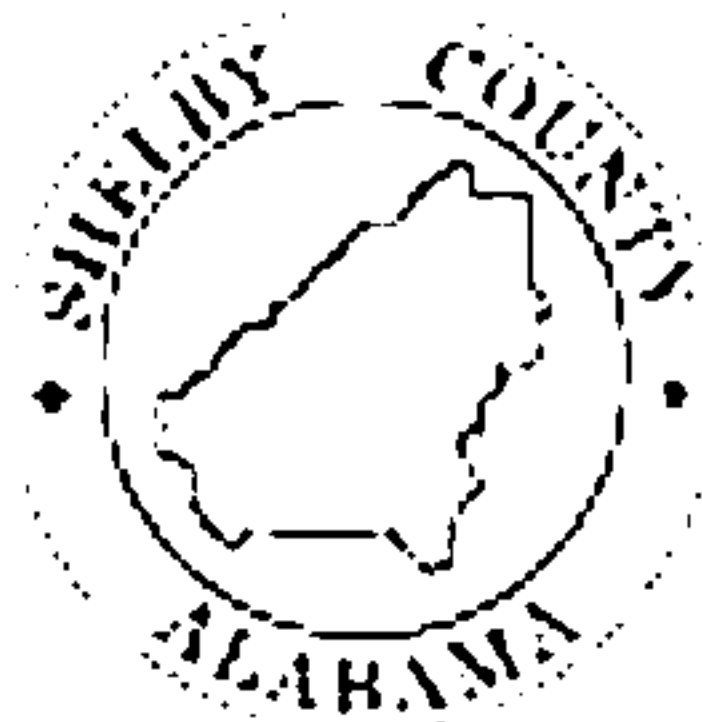


Exhibit "A"

20160330000101590 03/30/2016 11:36:46 AM MORTAMEN 7/7

ALL THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN: SHELBY COUNTY, ALABAMA, TO-WIT:  
COMMENCE AT THE NW CORNER OF LOT 6, HILL'S SUBDIVISION AS RECORDED IN MAP BOOK 3, PAGE 142, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE RUN EAST 287.50 FEET; THENCE 90 DEGREES 00 MINUTES LEFT RUN 39.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE LAST DESCRIBED COURSE FOR 300.0 FEET; THENCE 89 DEGREES 39 MINUTES 50 SECONDS LEFT RUN WESTERLY 300.51 FEET TO THE NORTHEASTERLY RIGHT OF WAY OF SPEARMAN STREET; THENCE 115 DEGREES 22 MINUTES 38 SECONDS LEFT TO CHORD OF AN ARC (HAVING A RADIUS OF 101.15 FEET AND A CENTRAL ANGLE OF 54 DEGREES 02 MINUTES 04 SECONDS) A CHORD DISTANCE OF 91.90 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY AND TANGENT TO SAID CURVE FOR 175.81 FEET TO A CURVE TO THE LEFT (HAVING A RADIUS OF 39.05 FEET AND THENCE AND A CENTRAL ANGLE OF 91 DEGREES 22 MINUTES 30 SECONDS); THENCE RUN ALONG SAID CURVE 62.28 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY AND TANGENT OF SAID CURVE FOR 229.06 FEET TO THE POINT OF BEGINNING. ACCORDING TO SURVEY OF THOMAS E. SIMMONS, RLS NO. 12945, DATED JULY 21, 1998.

19-3-06-2-001-002.001



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
03/30/2016 11:36:46 AM  
\$154.70 CHERRY  
20160330000101590

A handwritten signature in black ink, appearing to be "James W. Fuhrmeister", is written over the printed name and title of the County Clerk.