

20160418000125080
04/18/2016 08:34:56 AM
MORTAMEN 1/4

Requested By and
When Recorded Return To:
Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602
(800) 323-0165

PREPARED BY:
MELISSA JONES
5001 KINGSLEY DR
CINCINNATI, OH 45227
160117473



This Loan Modification Agreement (the "Agreement") is made on 4/1/2016, between SANDRA S SMITH ("Borrower(s)") and Fifth Third Mortgage Company ("Lender").

The parties recite and declare that:

- a. Lender is the holder of a note made by Borrower(s), dated 3/26/2009 principal sum of One Hundred Twenty Three Thousand Six Hundred Twenty Seven Dollars and Zero Cents (\$123,627.00) together with interest thereon at a fixed rate more fully set forth therein (the "Note").
- b. The Note is secured by a Security Instrument bearing the same date (the "Security Instrument") that is recorded in the office of the SHELBY County Recorder's Office, in Book or Liber _____ and/or Instrument Number 20090407000128170, at Page(s) _____, which covers and is now a lien on the property whose street address is 208 PARK FOREST TERRACE, ALABASTER, AL 35007 (the "Property"), and is further described in the Security Instrument and on Exhibit "A" attached hereto.
- c. Borrower(s) is/are now the owner(s) and holder(s) of the Property, on which the Security Instrument is a valid lien. There are no defenses or offsets to the Note or Security Instrument.

In consideration of the mutual promises and agreements exchanged, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that, notwithstanding anything contained in the Note and Security Instrument to the contrary:

1. The amount payable under the Note as of 4/1/2016 (the "Unpaid Balance") is Ninety Six Thousand Four Hundred Eighty Five Dollars and Eighteen Cents (\$96,485.18).
2. Borrower(s) promise(s) to pay to the order of Lender the Unpaid Principal Balance, plus interest thereon to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at a modified yearly rate of 4.000% from 4/1/2016. Borrower further agrees to pay to the order of Lender the Deferred Interest on the Maturity Date.

The parties also agree and acknowledge that as of 4/1/2016 the monthly payment of principal and interest due under the Note is Four Hundred Sixty Dollars and Sixty Four Cents (\$460.64). Borrower(s) will begin making monthly payments in this amount on 5/1/2016, and will continue to do so thereafter on the same day of each succeeding month until the Maturity Date as outlined in the original Note and Security Instrument. Borrower(s) acknowledges that the Note, as modified, is not payable in installments of equal amounts.

If on the Maturity Date of 4/1/2046, Borrower(s) still owes amounts under the Note and Security Instrument, as amended by this agreement, Borrower(s) will pay these amounts in full on the Maturity Date. If a financial hardship continues at this time, Borrower(s) may request a re-evaluation to determine if further modifications can be made.



Borrower(s) will deliver all following payments to Fifth Third Mortgage Company, P.O. Box 630412, Cincinnati, OH 45263, or at such other place as Lender requires.

3. If all or part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower(s) is sold or transferred and the Borrower(s) is/are not a natural person(s)) without Lender's prior written consent, Lender may, at its option, require immediate repayment in full of all sums secured by this Security Instrument.

4. Borrower(s) also will comply with all other covenants, agreements, and requirements of the Note and Security Instrument, which are incorporated herein by reference, including without limitation, Borrower(s)' covenants and agreements to make all payment of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower(s) is/are obligated to make under the Security Instrument.

5. Borrower(s) understand and agree 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 contained in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrowers' 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 Lenders' rights under or remedies on the Note and Security Instruments, whether such rights or remedies arise there under 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. Borrowers are presently in default under the terms of the Note and Security Instrument.

d. Borrowers have no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.

e. Nothing in this Agreement shall be understood or construed to be satisfaction or release in whole or in part of the Note or Security Instrument.

f. All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorneys' fees shall be paid by the Borrowers and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

g. Borrowers agree 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 Borrowers.

6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note or Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain in full force and effect and unchanged, and Borrower(s) and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.



[To be signed and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Note and Security Instrument.]

Sandra S Smith
SANDRA S SMITH - Borrower

4-11-16
Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama, COUNTY OF Shelby ss.

Before me a Notary Public in and for said County and State personally appeared SANDRA S SMITH, who is/are personally known to me or have produced driver's license identification and who did take an oath and who executed the foregoing conveyance to Fifth Third Mortgage Company and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 11th day of April, 2016.

Steven Howland
Notary Public
My Commission Expires 9-12-17
STEVEN HOWLAND

Steven Howland
Notary Public
State of Large Alabama
My Commission Expires

DO NOT WRITE BELOW THIS LINE. FOR FIFTH THIRD USE ONLY.

CORPORATE ACKNOWLEDGEMENT

Janet Henderson
FIFTH THIRD MORTGAGE COMPANY



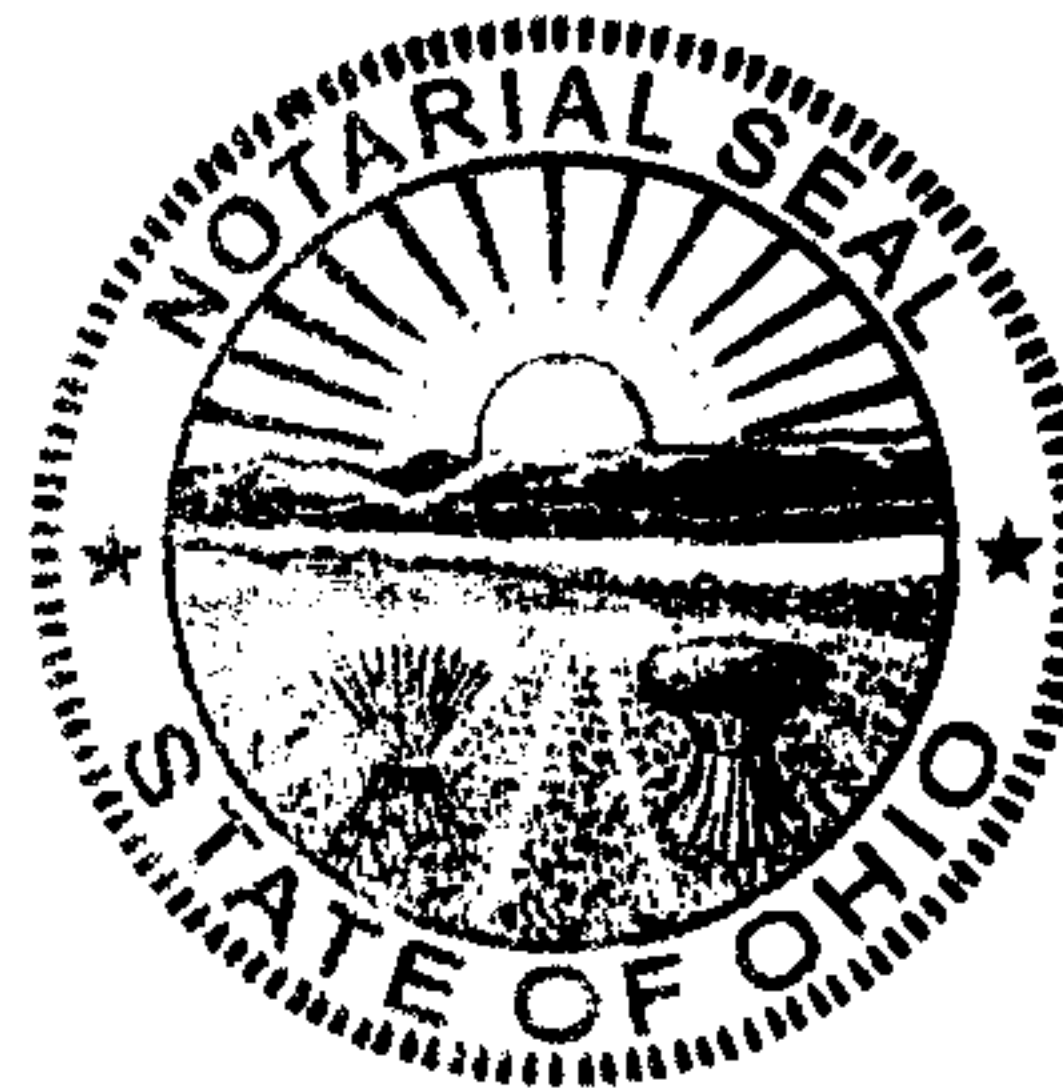
(Seal)

STATE OF OHIO, COUNTY OF HAMILTON ss.

Before me, a Notary Public in and for said County and State personally appeared Janet Henderson, its Officer, the individual who executed the foregoing instrument and acknowledged that she/he did read the same and did sign the foregoing instrument and that the same is her/his free act and deed and the free act and deed of Fifth Third Mortgage Company.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 13 day of April, 2016

Barbara M. Ganim
Notary Public
My Commission Expires 9-20-2017
BARBARA M GANIM



Barbara M. Ganim
Notary Public, State of Ohio
My Commission Expires 09-20-2017



NETCO

NETCO File Number: NAL-1063198

Borrower Last Name: Smith

**Exhibit A
Legal Description**

Lot 6, according to the Survey of Park Forest Subdivision, Third Sector, as recorded in Map Book 16, Page 101, in the Probate Office of Shelby County, Alabama.

Commonly known as: 208 Park Forest Terrace, Alabaster, AL 35007

Parcel Number: 237260004006000



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
04/18/2016 08:34:56 AM
\$167.75 CHERRY
20160418000125080

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the printed name of the Probate Judge.