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MORTAMEN 1/7

This Document Prepared By:
MONICA VELA
CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
1600 SOUTH DOUGLASS ROAD, SUITE 200A
ANAHEIM, CA 92806
1-866-874-5860

When Recorded Mail To:
CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
1600 SOUTH DOUGLASS ROAD, SUITE 200A
ANAHEIM, CA 92806

Source of Title: **INSTRUMENT NO. 20091027000402780**
Tax/Parcel #: **27 3 05 0 002 026.001**

	[Space Above This Line for Recording Data]	
Original Principal Amount: \$171,700.00		FHA/VA/RHS Case
Unpaid Principal Amount: \$156,506.47		No.:FR0117037229703
New Principal Amount: \$157,646.62		Loan No: 4000198394
Capitalization Amount: \$1,140.15		

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **28TH** day of **MARCH, 2016**, between **CLAYTON MCREE JR AND DEBRA MCREE HUSBAND AND WIFE** ("Borrower"), whose address is **233 SCOTT RD , MONTEVALLO, ALABAMA 35115** and **CARRINGTON MORTGAGE SERVICES, LLC** ("Lender"), whose address is **1600 SOUTH DOUGLASS ROAD, SUITE 200A, ANAHEIM, CA 92806** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JANUARY 31, 2011** and recorded on **FEBRUARY 9, 2011** in **INSTRUMENT NO. 20110209000046180, SHELBY COUNTY, ALABAMA**, and (2) the Note, in the original principal amount of

U.S. \$171,700.00, 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 233 SCOTT RD , MONTEVALLO, ALABAMA 35115

the real property described is located in SHELBY COUNTY, ALABAMA and 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, **APRIL 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$157,646.62, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$1,140.15 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 4.0000%, from **APRIL 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. \$752.63, plus property taxes, hazard insurance, and any other permissible escrow items of U.S. \$ 117.22, beginning on the 1ST day of **MAY, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **APRIL 1, 2046** (the "Maturity Date"), the 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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 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 Witness Whereof, I have executed this Agreement.

Clayton McCre Jr
Borrower: CLAYTON MCREE JR

4-25-16

Date

Debra McCre
Borrower: DEBRA MCREE

4-25-16

Date

Borrower:

Date

Borrower:

Date

[Space Below This Line for Acknowledgments]

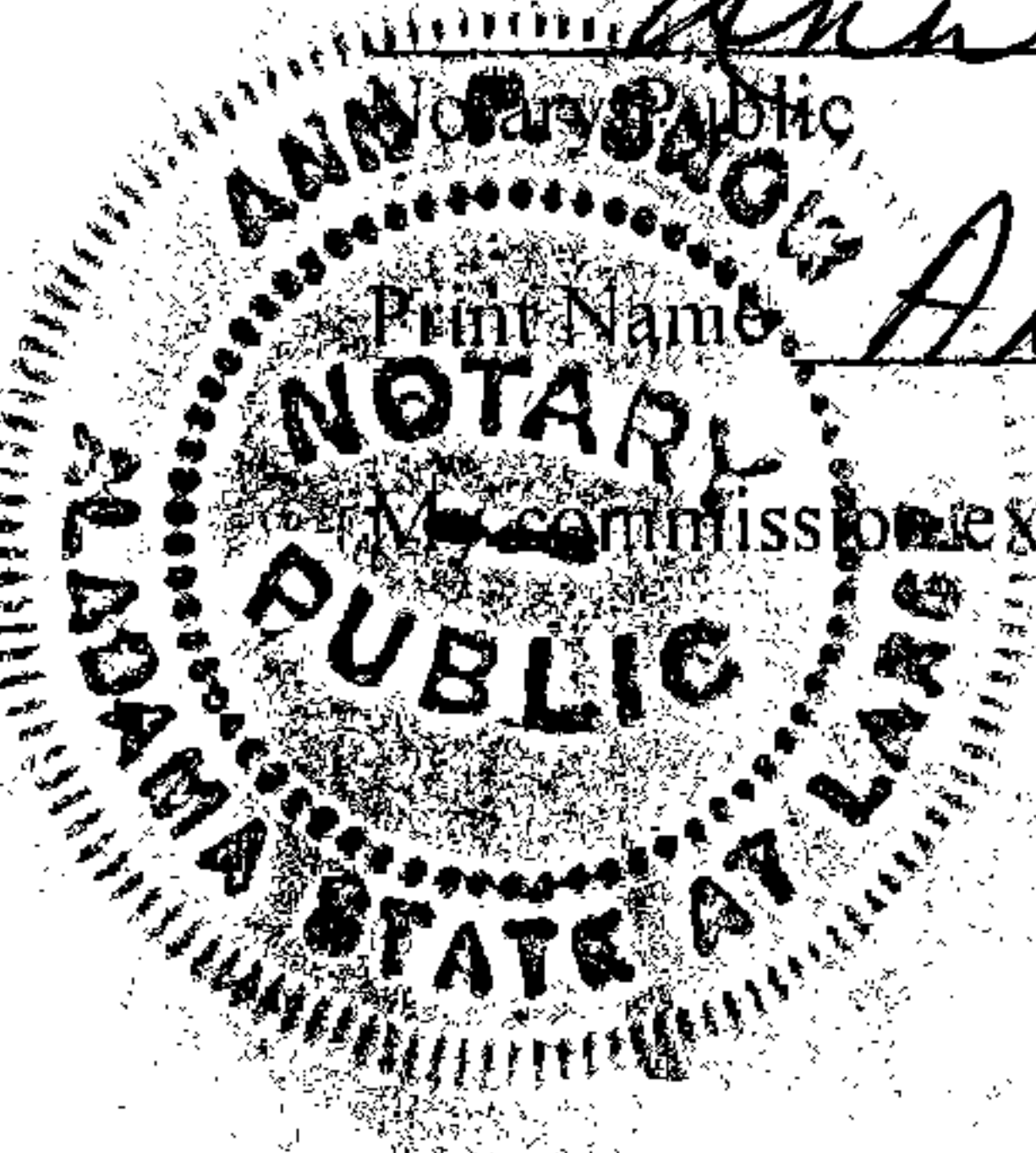
BORROWER ACKNOWLEDGMENT

The State of ALABAMA)
Shelby County)

I, a Notary Public, hereby certify that **CLAYTON MCREE JR AND DEBRA MCREE HUSBAND AND WIFE** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

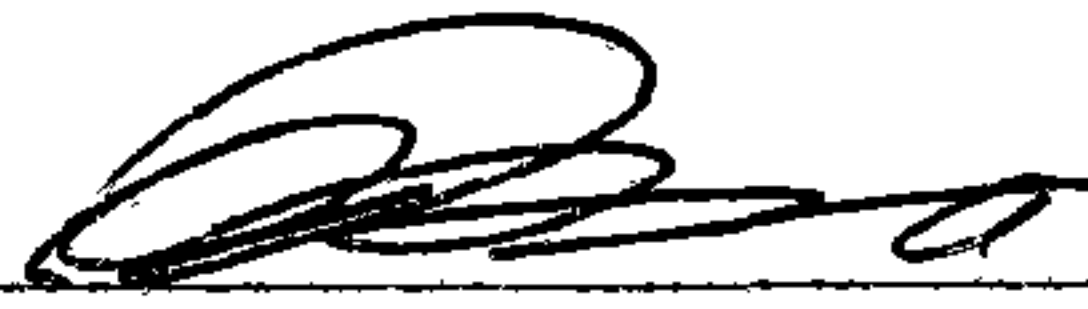
Given under my hand this 25th day of April, 2016.

Ann P. Snow
Notary Public
Print Name Ann P. Snow
My commission expires: Aug 13, 2017



In Witness Whereof, the Lender have executed this Agreement.

CARRINGTON MORTGAGE SERVICES, LLC

By 
ADEL ISSA (print name)
Vice President (title)

4/28/16
Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

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.

State of CA
County of Orange

On APR 28 2016 before me, SANDRA MAGAÑA Notary Public,
(Date) (here insert name and title of officer)

appeared ADEL ISSA, who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the company upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Signature of Notary Public



EXHIBIT A

BORROWER(S): CLAYTON MCREE JR AND DEBRA MCREE HUSBAND AND WIFE

LOAN NUMBER: 4000198394

LEGAL DESCRIPTION:

THE PROPERTY IS SITUATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY, CITY OF MONTEVALLO AND DESCRIBED AS FOLLOWS

PARCEL I:

THE FOLLOWING DESCRIBED PARCEL OF LAND IS LOCATED IN THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 3 WEST IN SHELBY COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID 1/4 SECTION 1425.21 FEET; THENCE S27°52'28"W, 94.75 FEET; THENCE S33°05'05"W 229.71 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 82.43 FEET AND A CENTRAL ANGLE OF 47°14'42"; THENCE SOUTHWESTERLY ALONG SAID CURVE, 67.97 FEET; THENCE S80°19'48"W, 110.61 FEET; THENCE S78°12'36"W, 502.61 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE CONTINUE S78°12'36"W, 47.84 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 114.39 FEET AND A CENTRAL ANGLE OF 48°58'02"; THENCE NORTHWESTERLY ALONG SAID CURVE, 97.76 FEET; THENCE N52°47'34"W, 556.35 FEET; THENCE N46°44'46"W, 201.75 FEET; THENCE S14°53'59"W, 232.59 FEET; THENCE S81°12'05"W, 88.39 FEET; THENCE N4°01'51"W, 84.36 FEET; THENCE N28°37'15"E, 105.23 FEET; THENCE N10°41'11"W, 49.36 FEET; THENCE N9°00'33"E, 105.71 FEET; THENCE N49°34'11"W, 63.06 FEET; THENCE N10°46'45"W, 41.50 FEET; THENCE N50°17'18"W, 35.30 FEET; THENCE N50°09'39"E, 190.53 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 238.02 FEET AND A CENTRAL ANGLE OF 42°00'45"; THENCE NORTHEASTERLY ALONG SAID CURVE, 174.53 FEET; THENCE S87°49'31"E, 5.02 FEET; THENCE S34°43'31"E, 1043.98 FEET TO THE P.O.B. CONTAINING 6.651 ACRES MORE OR LESS. LESS & EXCEPT ANY PORTION LYING WITHIN ROAD RIGHTS-OF-WAYS AND SUBJECT TO ANY EASEMENTS AND OTHER RIGHTS-OF-WAYS OF RECORD.

PARCEL II:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE IN A NORTHERLY DIRECTION ALONG THE EASTERLY LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 1425.21 FEET TO A POINT BEING IN THE APPROXIMATE CENTERLINE OF PAVEMENT OF OLD BUTTERMILK ROAD; THENCE N21°31'05"E AND ALONG SAID CENTERLINE OF OLD BUTTERMILK ROAD 129.25 FEET; THENCE N67°56'31"W, 168.72 FEET; THENCE N05°26'53"W, 514.09 FEET TO AN IRON PIN FOUND, SAID POINT BEING THE APPROXIMATE SOUTHERLY RIGHT-OF-WAY LINE OF A CHERT ROAD KNOWN AS SCOTT ROAD; THENCE N80°07'40"W, 89.99 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE;

THENCE S87°55'09"W, 53.63 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE S88°08'25"W, 51.96 FEET; THENCE S81°12'54"W, 296.25 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 99.11 FEET, AND A CENTRAL ANGLE OF 23°24'17"; THENCE SOUTHWESTERLY ALONG SAID CURVE, 40.49 FEET; THENCE S57°48'48"W, 336.27 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 526.40 FEET AND A CENTRAL ANGLE OF 9°16'56"; THENCE SOUTHWESTERLY ALONG SAID CURVE, 85.28 FEET; THENCE S34°43'31"E, 347.31 FEET; THENCE N87°12'42"E, 297.00 FEET; THENCE N58°23'34"E, 211.88 FEET; THENCE N5°03'51"E, 170.00 FEET; THENCE N14°18'55"E, 175.00 FEET; THENCE N5°15'56"E, 101.00 FEET TO THE POINT OF BEGINNING. CONTAINING 6.437 ACRES MORE OR LESS. LESS AND EXCEPT PROPERTY DESCRIBED IN DEED RECORDED IN INSTRUMENT #1996-35510 AND RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. ALSO LESS & EXCEPT ANY PORTION LYING WITHIN ROAD RIGHTS-OF-WAYS AND SUBJECT TO ANY EASEMENTS AND OTHER RIGHTS-OF-WAYS OF RECORD. ALSO THE FOLLOWING INGRESS AND EGRESS JOINT DRIVEWAY EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE IN A NORTHERLY DIRECTION ALONG THE EASTERLY LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 1425.21 FEET TO A POINT BEING IN THE APPROXIMATE CENTERLINE OF PAVEMENT OF OLD BUTTERMILK ROAD; THENCE N21°31'05"E AND ALONG SAID CENTERLINE OF OLD BUTTERMILK ROAD 129.25 FEET; THENCE N67°56'31"W, 168.72 FEET; THENCE N05°26'53"W, 514.09 FEET TO AN IRON PIN FOUND, SAID POINT BEING THE APPROXIMATE SOUTHERLY RIGHT-OF-WAY LINE OF A CHERT ROAD KNOWN AS SCOTT ROAD; THENCE N80°07'40"W, 89.99 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE S87°55'09"W, 3.94 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE CONTINUE S87°55'09"W, 49.69 FEET TO THE POINT OF BEGINNING OF A 30 FOOT WIDE INGRESS AND EGRESS JOINT DRIVEWAY EASEMENT BEING 15 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE S05°15'56"W, 101.00 FEET; THENCE S14°18'55"W, 175.00 FEET; THENCE S05°03'51"W, 170.00 FEET TO THE END OF HEREIN DESCRIBED INGRESS AND EGRESS EASEMENT.

ALSO KNOWN AS: 233 SCOTT RD, MONTEVALLO, ALABAMA 35115



A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the official text of the county clerk's office.