

Prepared By: Sean Geiss
Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, Oklahoma 73134

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06/01/2016 12:00:45 PM
MORTAMEN 1/8

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Loan Modification Agreement

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Original Lender MERS, Mortgage Electronic Registration Systems, Inc. for Security America Mortgage, Inc. dated 07/19/2013 in Original Principal Amount \$327,697.00 as Instrument No. 20130725000303410 in county of Shelby state of Alabama.

_____[Space Above This Line For Recording Data]_____

VA Loan Number: 222260644513

Unpaid Principal Balance: \$321,583.51

Servicer Loan Number: 00009803308239

This document was prepared by: Caliber Home Loans, Inc. 13801 Wireless Way, Oklahoma City OK. 73134

Date document prepared: 07/14/2015

150120349

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This VA Loan Modification Agreement ("Agreement"), made July 14, 2015 ("Agreement Date"), between TERESA MCBETH-SMITH ("Borrower") and Caliber Home Loans, Inc. ("Servicer"), as agent for Noteholder ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated July 19, 2013, and recorded in Book of Liber , at page(s) , of the Records of , and (2) the Note in the original principal sum of U.S. \$327,697.00 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

1005 BRIDGEWATER PAR HOOVER, AL 35244,

Borrower located at property address. Parcel ID: 117260008002000

the real property described being set forth as follows:

PREMISES ARE OR WILL BE IMPROVED BY 1-2 FAMILY DWELLING ONLY

The Borrower has requested that the Servicer modify the terms of the Note and Security Instrument. The Servicer has agreed to do so pursuant to the terms and conditions stated in this Agreement. The Borrower and the Servicer agree that the provisions of this Agreement supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

See Exhibit A

In consideration of mutual promised and agreements exchanged, and other good and valuable consideration which the parties agree they have received, the Borrower and Servicer agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

****Assignment to Caliber Home Loans, INC. was recorded on 08/11/2015 as Instrument Number 20140811000250590****

1. As of July 14, 2015, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$320,475.33, consisting of the unpaid amount(s) loaned to Borrower by Lender, or Lender's predecessor in interest, plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Servicer. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.250%, from June 01, 2015. Borrower promises to make monthly payments of principal and interest of U.S. \$1,576.55, beginning on July 01, 2015, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.250% will remain in effect until principal and interest are paid in full. If on June 01, 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 Servicer's prior written consent, Servicer may require immediate payment in full of all sums secured by the Security Instrument.

If Servicer exercises this option, Servicer 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.

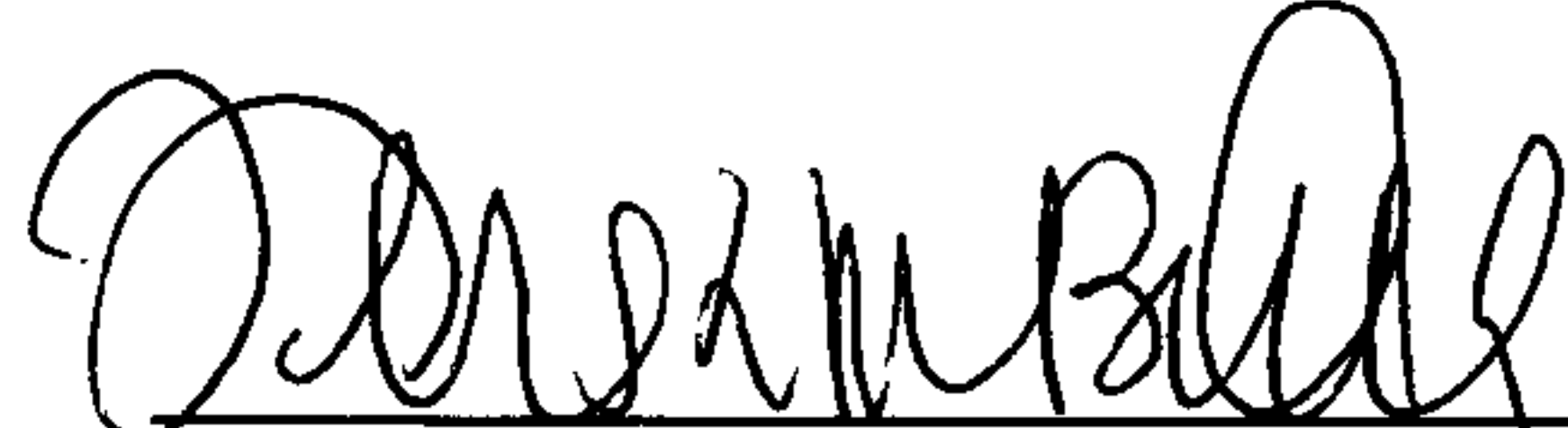
4. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Servicer will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Servicer may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Servicer agrees in writing to those changes.
5. 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 Agreement Date set forth 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, Borrower waives any Timely Payment Rewards rate reduction to which Borrower 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. Borrower 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 Borrower'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 Servicer's or 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 Servicer or 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 Servicer's and 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 Servicer in connection with this Agreement, including attorney's fees and costs, shall be paid by the Borrower and shall be secured by the

- (e) Borrower 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 Servicer, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

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

Whereof, Servicer and Borrower have executed this Modification Agreement as of the dates indicated below.

Sean Geiss Loss Mitigation Manager (Seal)
Caliber Home Loans, Inc. - as agent for Lender

 (Seal)
TERESA MCBETH-SMITH -Borrower

By: 
5.6.16
Date of Servicer's Signature

2 May 16 (Seal)
-Borrower

VA Loan Number: 222260644513

Servicer Loan Number: 00009803308239

_____ [Space Below This Line For Acknowledgments] _____

GSE/GNMA Witness & Acknowledgement Form

Attention Borrowers: You must have a witness (es) complete the below form for the below states:

Alabama, Nebraska, New Hampshire, Tennessee, Vermont and Wisconsin. In addition the following states have additional requirements. **Connecticut:** Two witness required (*one witness can be the notary*) **Florida:** Two witnesses required (*one witness may be the notary*) **Georgia:** One witness required (*can't be the notary*) **Louisiana:** Two witnesses required (*neither can be the notary*) **South Carolina:** Two witness required (*one witness may be the notary*)

State of Texas County of Tarrant
This record was acknowledged before me on 5/2/2016 (Date) by Teresa McBeth Smith
(Printed name(s) of individual(s) signing document(s) who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Check one below)

☐ Personally Known

Or ☒ Produced Identification

Type and # of ID and last 4 digits TXDL 4171 ID Expiration Date 03/23/2023

Signed, sealed, and delivered in the presence of:

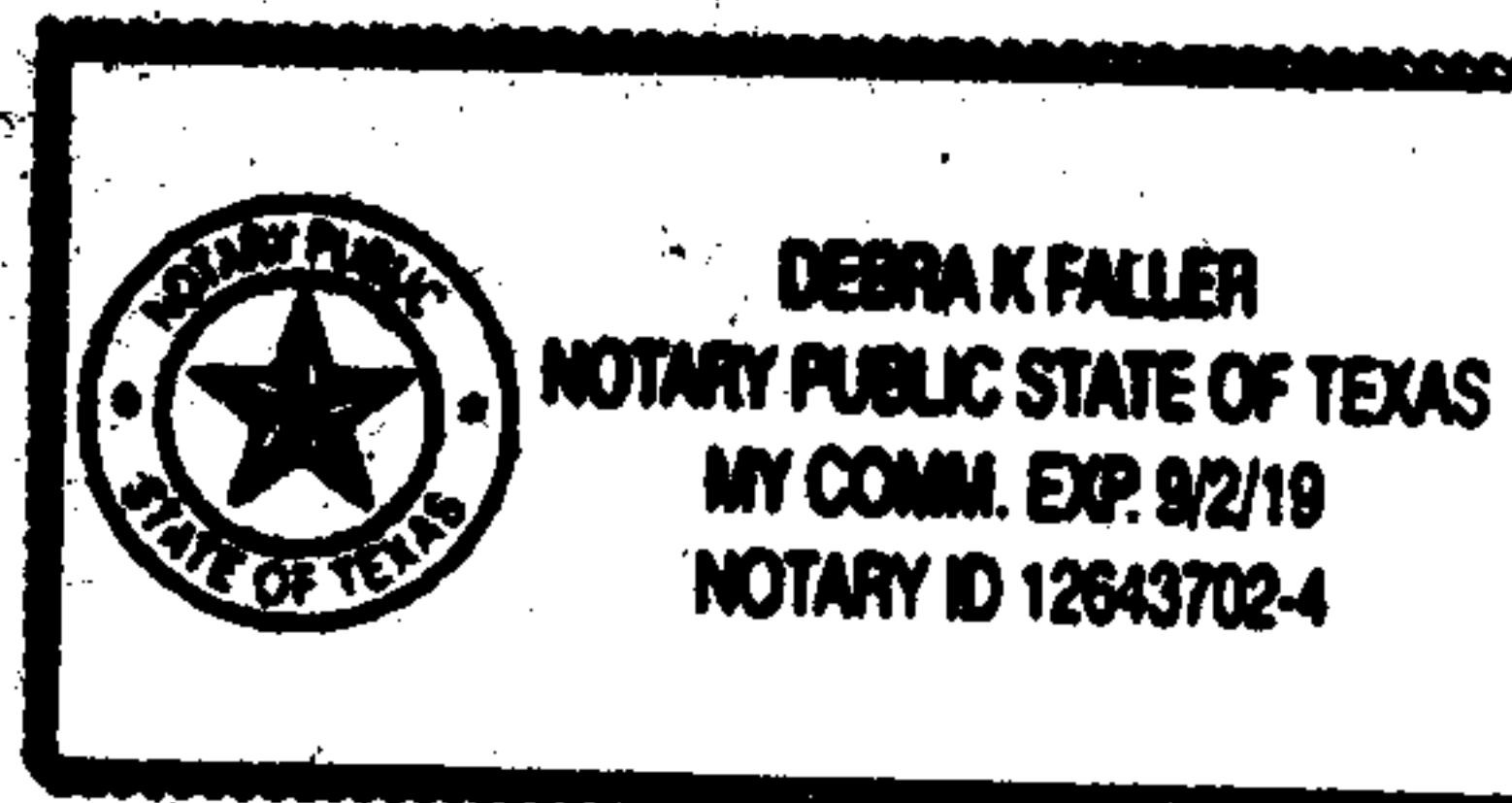
Print Name <u>SHAWN REID</u>	Print Name <u>Vanessa Vargas</u>
Witness 1 <u>Shannon Reid</u>	Witness 2 <u>[Signature]</u>
Signature <u>[Signature]</u>	Signature <u>[Signature]</u>

Borrower(s) and notary must sign **all** documents on the same day. Borrower(s) cannot sign any other documents prior/after the notary date. (Revised 12/29/14)

Notary to complete:

I certify under PENALTY OF PERJURY under the laws of the State that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Notary Public

Debra K Faller Print
[Signature] Signature
(Seal)



Resent for Corrections

GSE/GNMA Witness & Acknowledgement Form

Attention Borrowers: You must have a witness (es) complete the below form for the below states:

Alabama, Nebraska, New Hampshire, Tennessee, Vermont and Wisconsin. In addition the following states have additional requirements. **Connecticut:** Two witness required (*one witness can be the notary*) **Florida:** Two witnesses required (*one witness may be the notary*) **Georgia:** One witness required (*can't be the notary*) **Louisiana:** Two witnesses required (*neither can be the notary*) **South Carolina:** Two witness required (*one witness may be the notary*)

State of Oklahoma County of Oklahoma

This record was acknowledged before me on 5/6/16 (Date) by Sean
Greiss, (Printed name(s) of individual(s) signing document(s) who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Check one below)

☒ Personally Known
Or ☐ Produced Identification

Type and # of ID and last 4 digits _____ ID Expiration Date _____

Signed, sealed, and delivered in the presence of:

Print Name	<u>Traci Helton</u>	Print Name	_____
Witness 1	<u>[Signature]</u>	Witness 2	_____
Signature	<u>[Signature]</u>	Signature	_____

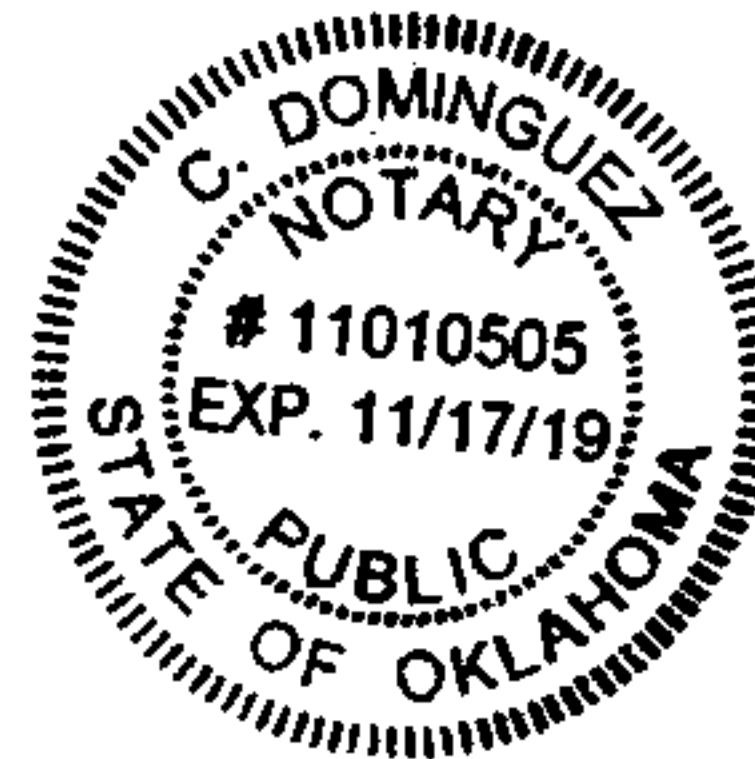
Borrower(s) and notary must sign all documents on the same day. Borrower(s) cannot sign any other documents prior/after the notary date. (Revised 12/29/14)

Notary to complete:

I certify under PENALTY OF PERJURY under the laws of the State that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Notary Public

C. Dominguez Notary Public Print

[Signature] Signature
(Seal)



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EXHIBIT "A"

LEGAL DESCRIPTION

Lot 2A, according to a Resurvey of Lots 1 through 12, Bridgewater Park, as recorded in Map Book 38, Page 43, in the Office of the Judge Probate of Shelby County, Alabama.

Modification Due on Transfer Rider

THIS MODIFICATION DUE ON TRANSFER RIDER, effective July 01, 2015, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by TERESA MCBETH-SMITH (the "Borrower") and Caliber Home Loans, Inc. (the "Lender") covering the Property described in the Loan Modification Agreement located at:
1005 BRIDGEWATER PAR
HOOVER, AL 35244

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

- A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment-in-full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

- B. Except as otherwise specifically provided in this Modification Due on Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

2 May 16
Date


TERESA MCBETH-SMITH -Seal Borrower

Date

-Seal Borrower

Date

-Seal Borrower

Date

-Seal Borrower

5.6.16
Date

By: 
Caliber Home Loans, Inc.

VA Loan Number: 222260644513

Sean Geiss Loss Mitigation Manager

Servicer Loan Number: 00009803308239





Resent for Corrections