

**THIS INSTRUMENT WAS PREPARED BY SHEREESE GEORGE
WHEN RECORDED, MAIL TO:**

Alabama Housing Finance Authority
7460 Halcyon Pointe Drive, Suite 200
Montgomery, AL 36117

Loan Number: **11954271**


20160805000278870 1/3 \$268.95
Shelby Cnty Judge of Probate, AL
08/05/2016 11:52:18 AM FILED/CERT

[Space Above This Line For Recording Data]

**FHA HOME AFFORDABLE STAND ALONE MODIFICATION
LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)**

This Loan Modification Agreement made this **20th** day of **May, 2016**, between **Carl J. Simmons and Cheryl Simmons, Husband and Wife** ("Borrower") and **Mortgage Electronic Registration Systems** as nominee for **Hamilton Mortgage Corporation** ("Lender") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **August 20, 2010** and recorded in **Instrument Number 20100826000274440, Page 1** filed **August 26, 2010** of the **Shelby County Judge of Probate Records of Sterrett, Alabama** 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

2066 Forest Lakes Lane, Sterrett, AL 35147

the real property described being set forth as follows:

Lot 471, according to the survey of Forest Lakes, as recorded in Map Book 34, Page 122 A, B and C, in the office of the Judge of Probate of Shelby County, Alabama.

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 **June 1, 2016**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$165,279.21** consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 **4.125%**, from **June 1, 2016** to **May 1, 2046**. Borrower promises to make monthly payments of principal and interest of U.S. **\$801.02**, beginning on the **1st day of June, 2016** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.125%** will remain in effect until principal and interest are paid in full. If on **May 1, 2046** (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. 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 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 Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - (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 Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
 - (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any



20160805000278870 2/3 \$268.95
Shelby Cnty Judge of Probate, AL
08/05/2016 11:52:18 AM FILED/CERT

telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

6. Chapter 7 Bankruptcy Discharge Not Reaffirmed: Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.

Witness the hand seal of each of the undersigned as the day and year first above written.

20160805000278870 3/3 \$268.95
Shelby Cnty Judge of Probate, AL
08/05/2016 11:52:18 AM FILED/CERT

Carl J. Simmons (SEAL)
Carl J. Simmons
Cheryl Simmons (SEAL)
Cheryl Simmons

State of ALABAMA)
County of Shelby)

I, the undersigned authority, A Notary Public in and for said State and County hereby certify that **Carl J. Simmons and Cheryl Simmons** whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that, being informed of the contents of this conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 15th day of June, 2016.

Walter E. Thur
(Notary Public)
My Commission Expires:

My Commission Expires 5/27/20

Gregory E. Beavers
BY: Gregory E. Beavers

ITS: Servicing Manager

LENDER: Alabama Housing Finance Authority

BY: Alvinia McKee
Alvinia McKee

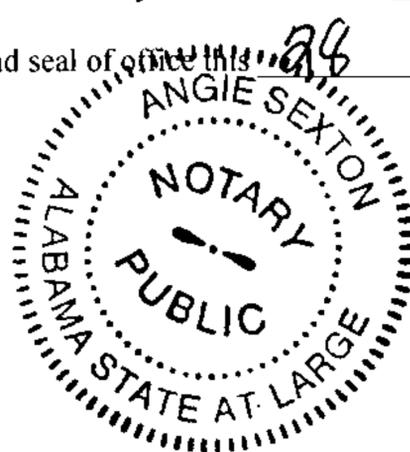
ITS: Loss Mitigation Supervisor



STATE OF ALABAMA
COUNTY OF MONTGOMERY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gregory E. Beavers and Alvinia McKee whose name as Servicing Manager and Loss Mitigation Supervisor respectively, of Alabama Housing Finance Authority are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they who are known to Alabama Housing Finance Authority.

Given under my hand and seal of office this 28th day of July, 2016.



Angie Sexton
Notary Public
My Commission Expires: **My commission expires 09/18/2017**