

20160808000280490
08/08/2016 11:25:10 AM
MORTAMEN 1/7

After Recording Return To:
Mortgage Services
PO Box 5449
Mount Laurel, NJ 08054
Return to Phone: 877-766-8244

This Document Prepared By:
Alphonso McCormack, Specialist
PHH Mortgage Corporation
PO Box 5449
Mount Laurel, NJ 08054

_____[Space Above This Line For Recording Data]_____
Original Recording Date: **April 26, 2013** Loan No: **7127962665**
Original Loan Amount: **\$178,220.00** Investor Loan No: **1731824525**
Original Lender Name: **PHH Mortgage Corporation** MIN Number: **100020071279626654**
New Money: **\$5,718.16**
Prepared Date: **June 09, 2016**

LOAN MODIFICATION AGREEMENT

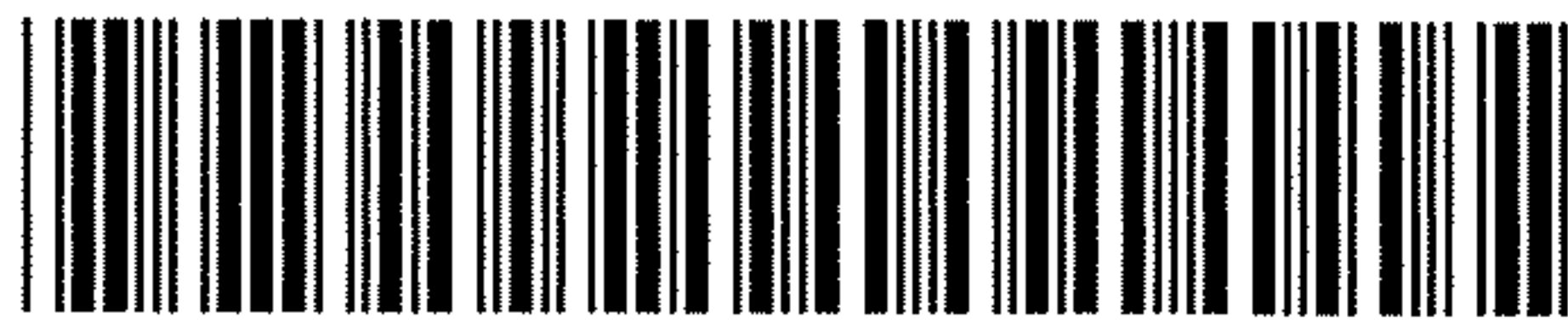
(Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 9th day of June, 2016, between **JENNEY SMITHERMAN, A UNMARRIED PERSON** ("Borrower") and **PHH Mortgage Corporation**, whose address is **1 Mortgage Way, Mt. Laurel, NJ 08054** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **April 09, 2013** and recorded in Mortgage Book **N/A**, Page **N/A**, Instrument No: **20130426000170440** and recorded on **April 26, 2013**, of the Official Records of **Shelby County, AL** 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

209 SAVANNAH LN, CALERA, AL 35040,
(Property Address)

the real property described being set forth as follows:

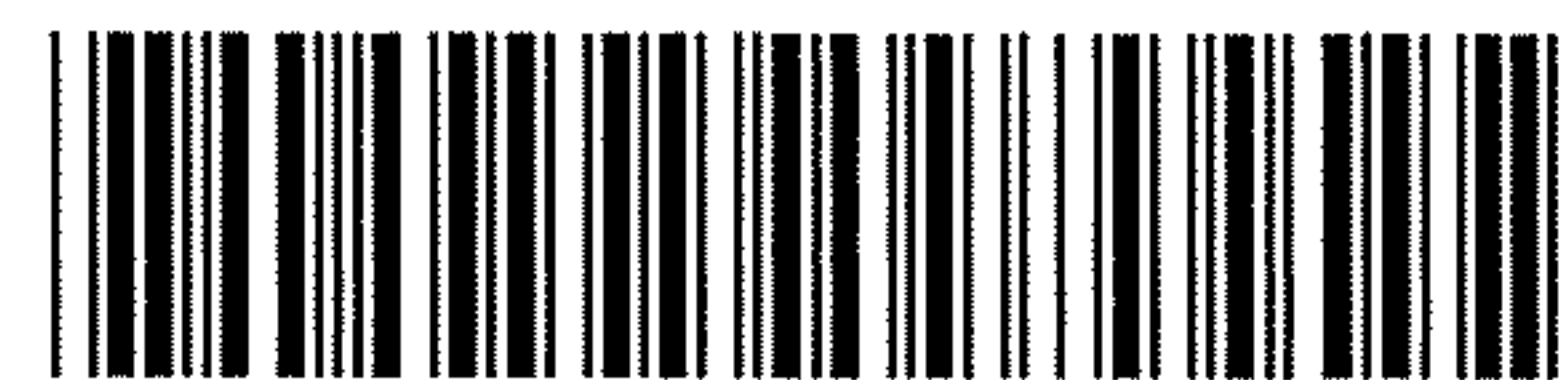
See Exhibit "A" attached hereto and made a part hereof;



* 7 1 2 7 9 6 2 6 6 5 *
LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Loan No: 7127962665

8300a 08/14



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Form 3179 1/01 (rev. 4/14)
(page 1 of 6)

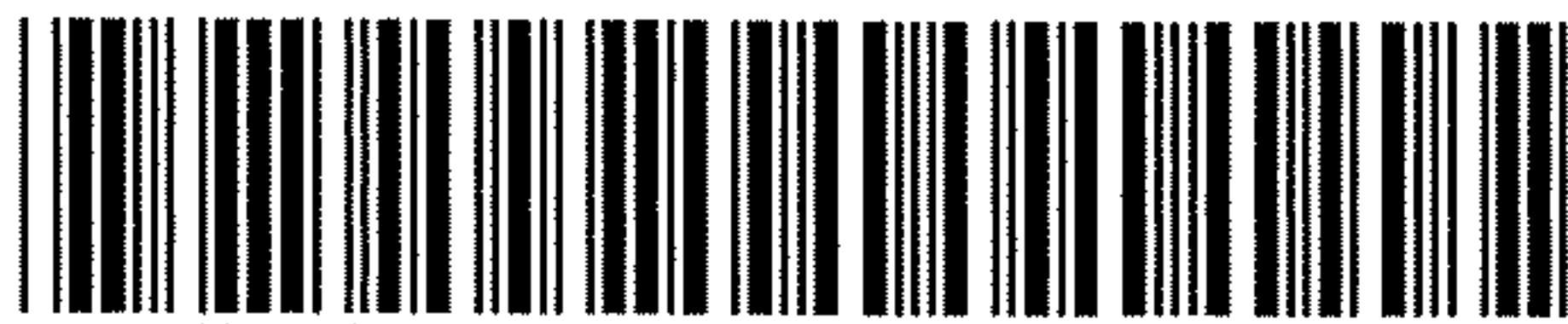
Quit Claim Deed; Recorded Date ~~2/7~~11/2016 Instrument 20160411000119130

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. **\$175,803.25**, 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 **4.000%**, from **June 1, 2016**. Borrower promises to make monthly payments of principal and interest of U.S. **\$734.75**, beginning on the **1st** day of **July, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.000%** will remain in effect until principal and interest are paid in full. If on **June 1, 2056** (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.

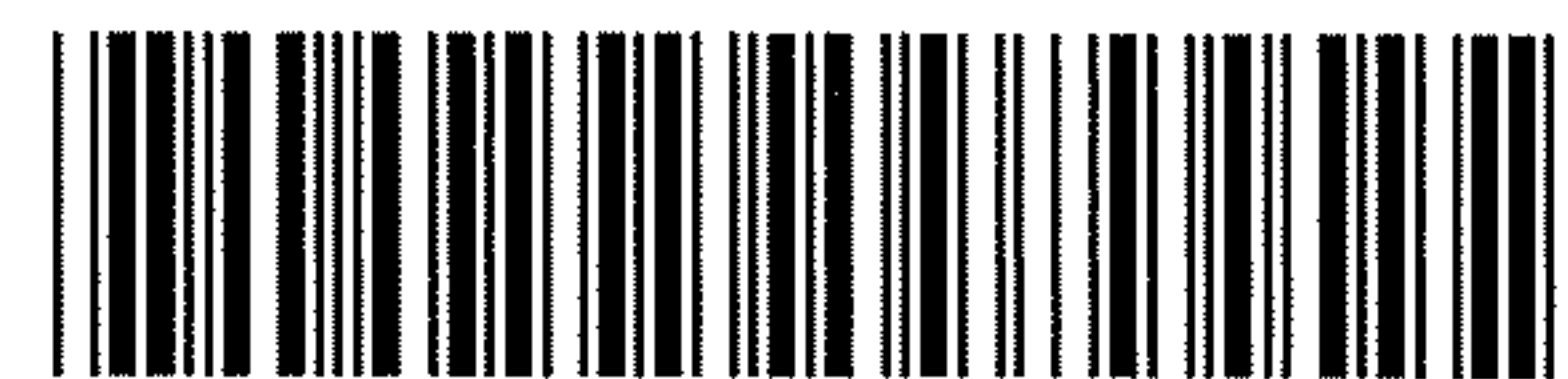


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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Loan No: 7127962665

8300a 08/14

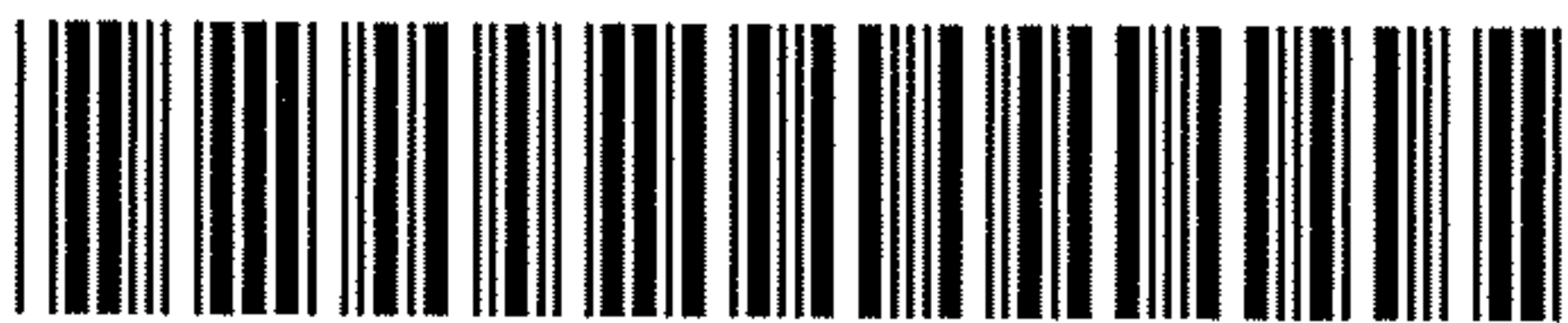


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Form 3179 1/01 (rev. 4/14)

(page 2 of 6)

- (b) All covenants, ^{3/7}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 telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.
- By checking this box, Borrower also consents to being contacted by text messaging [].
- (g) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Mortgagee, of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

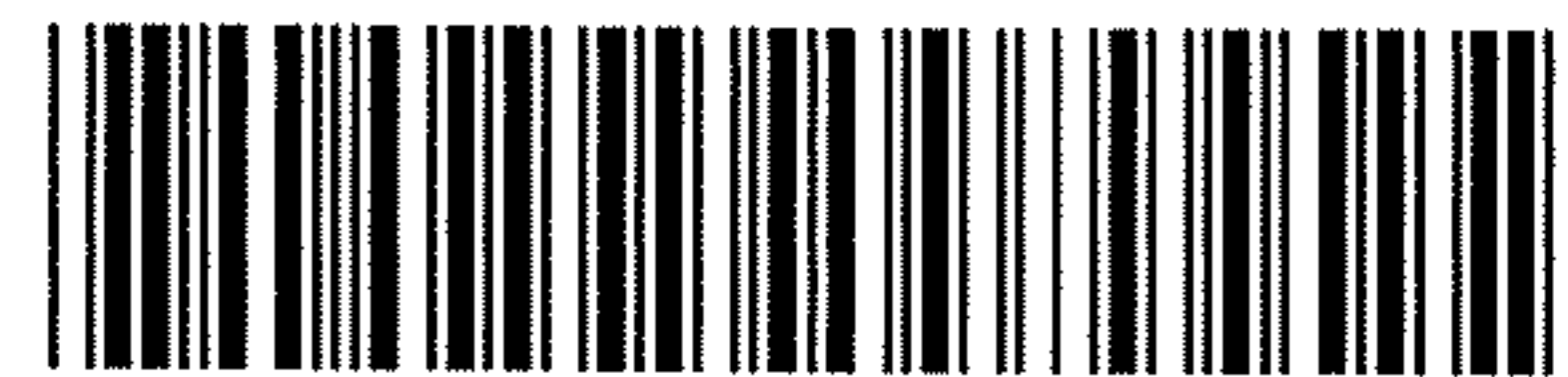


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8300a 08/14



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Form 3179 1/01 (rev. 4/14)

(page 3 of 6)

6. This Agreement modifies ^{4/7}an obligation secured by an existing security instrument recorded in Shelby County, AL, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$170,085.09. The principal balance secured by the existing security instrument as a result of this Agreement is \$175,803.25, which amount represents the excess of the unpaid principal balance of this original obligation.

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

Jenney A. Smitherman (Seal)
JENNEY SMITHERMAN - Borrower
 _____ [Space Below This Line For Acknowledgments] _____

State of Alabama

County of Shelby

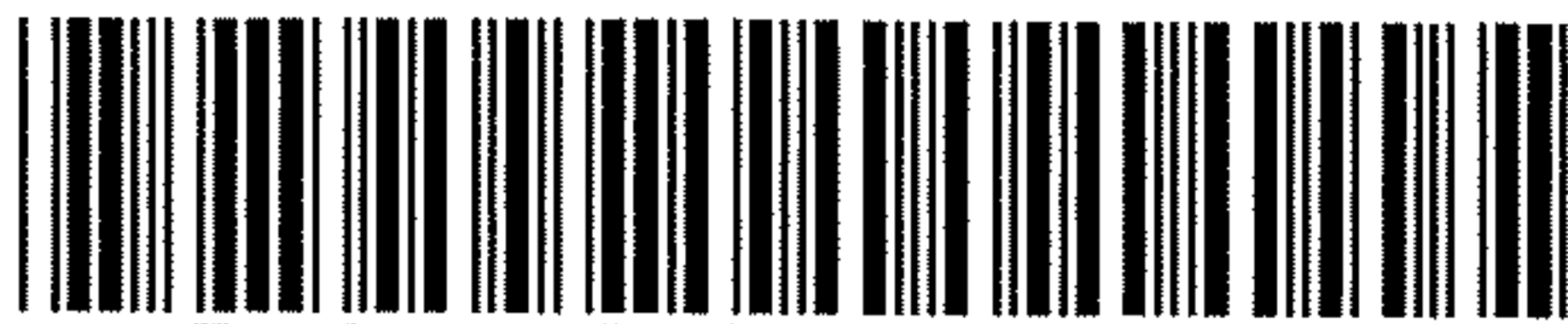
I, Lara H. Walton Notary Public, hereby certify that
 (please print **NOTARY PUBLIC**'s name)

JENNEY SMITHERMAN, 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 the conveyance, he executed the same voluntarily on the day the same

bears Date. Given under my hand this 16th day of June, A. D. 2016.

Lara H. Walton
 (signature of officer)

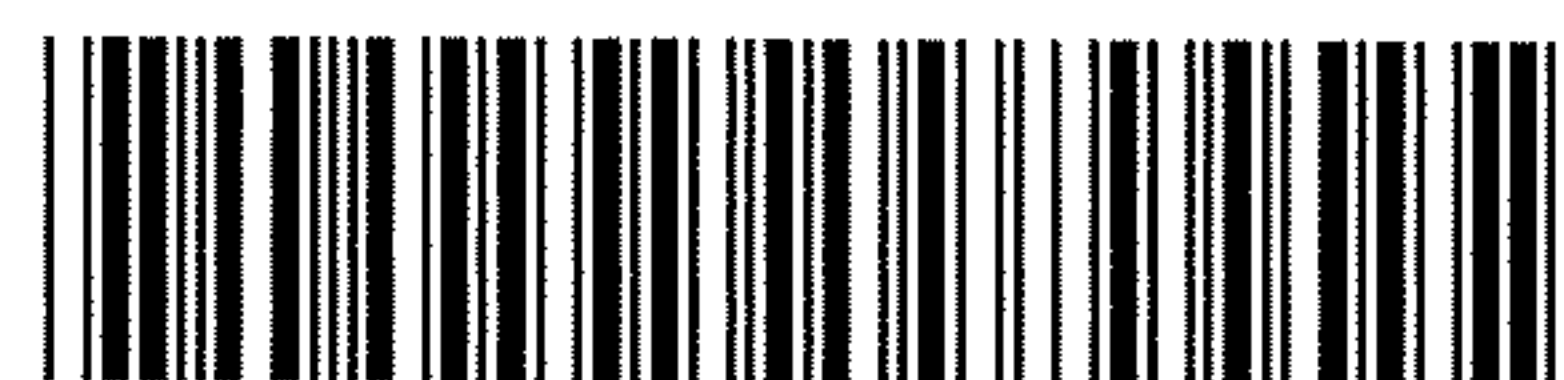
My commission expires: 3/13/17
 Origination Company: **PHH Mortgage Corporation**
 NMLSR ID: **2726**



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 LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Loan No: 7127962665

8300a 08/14



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 Form 3179 1/01 (rev. 4/14)
 (page 4 of 6)

PHH Mortgage Corporation

5/7

By: CANDACE GALLARDO, ASST. V.P. (Seal) - Lender

Name: _____

Title: ASSISTANT VICE PRESIDENT

6/27/16
Date of Lender's Signature

[Space Below This Line For Acknowledgments] _____
State of New Jersey, County of Burlington

On 6/27, 2016, before me, Amelia Curiale,
(please print **NOTARY PUBLIC's** name)

a Notary Public in and for said State, personally appeared

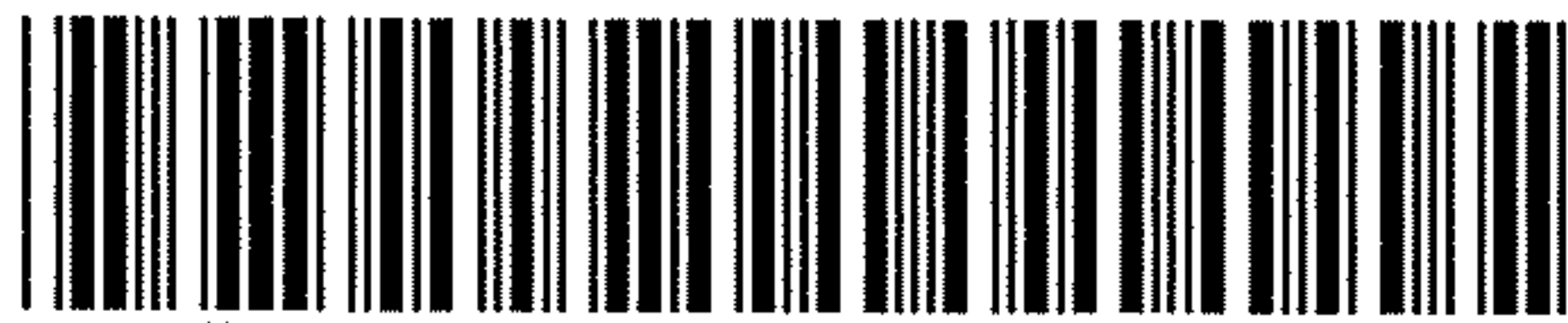
CANDACE GALLARDO, ASST. V.P.

of the
Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the
individual whose name is subscribed to the within instrument and acknowledged to me that they executed
the same in their capacity, and that by their signature on the instrument, the individual, or the person upon
behalf of which the individual acted, executed the instrument.

Amelia Curiale
Notary Public

AMELIA L CURIALE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 05/19/2021

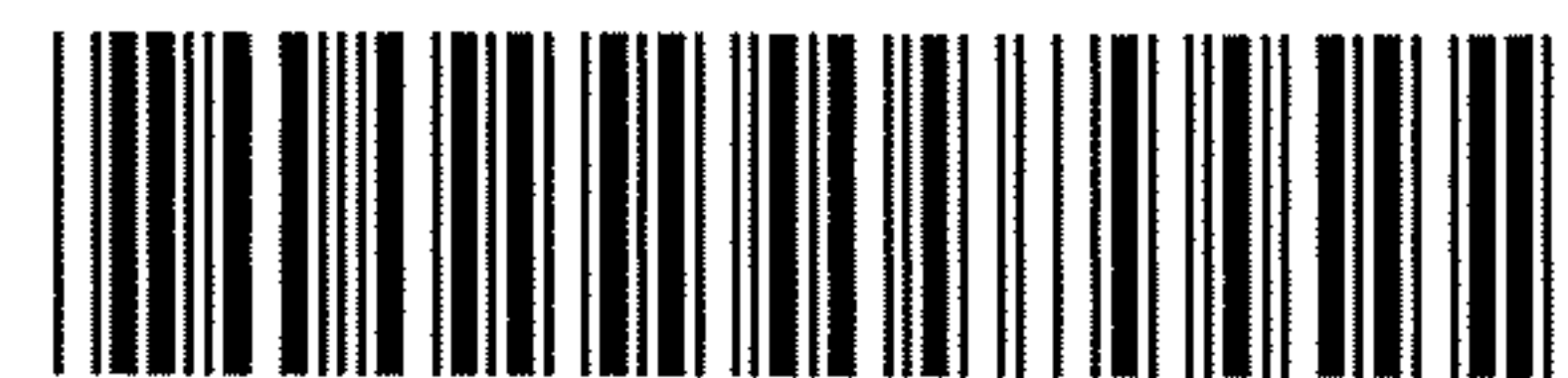
Notary Public of New Jersey
My Commission expires: _____




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8300a 08/14



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Form 3179 1/01 (rev. 4/14)
(page 5 of 6)

 20160808000280490 08/08/2016 11:25:10 AM MORTAMEN
6/7
Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Title: Assistant Secretary

Name

Elizabeth Lashley, Asst. Secretary

Title

Date of Signature: 6/27/16

[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington SS.:

I CERTIFY that on 6/27/16

Elizabeth Lashley, Asst. Secretary

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

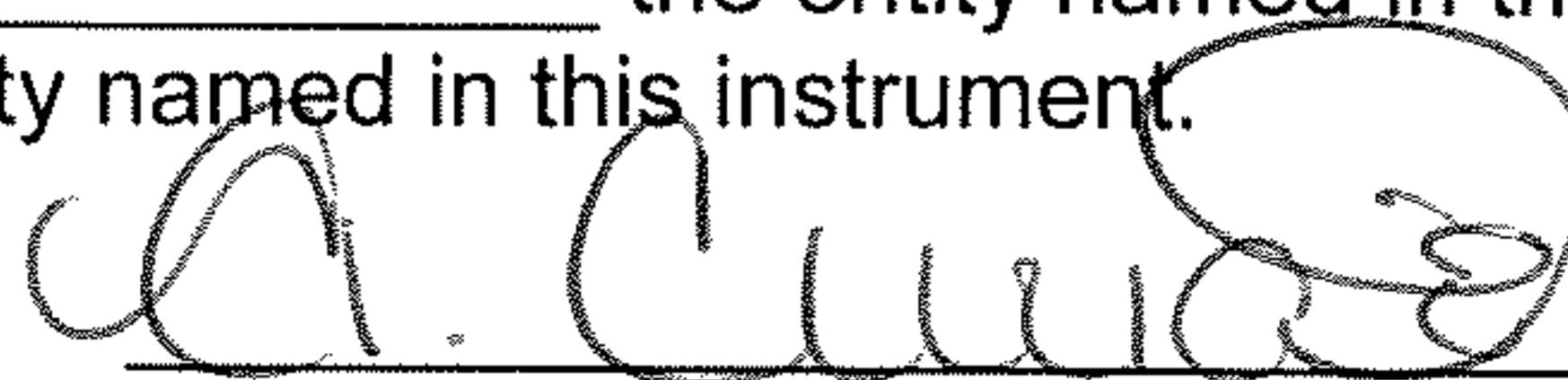
(a) was the maker of the attached instrument;

(b) was authorized to and did execute this instrument as Elizabeth Lashley, Asst. Secretary
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

of _____ the entity named in this instrument; and;

(c) executed this instrument as the act of the entity named in this instrument.

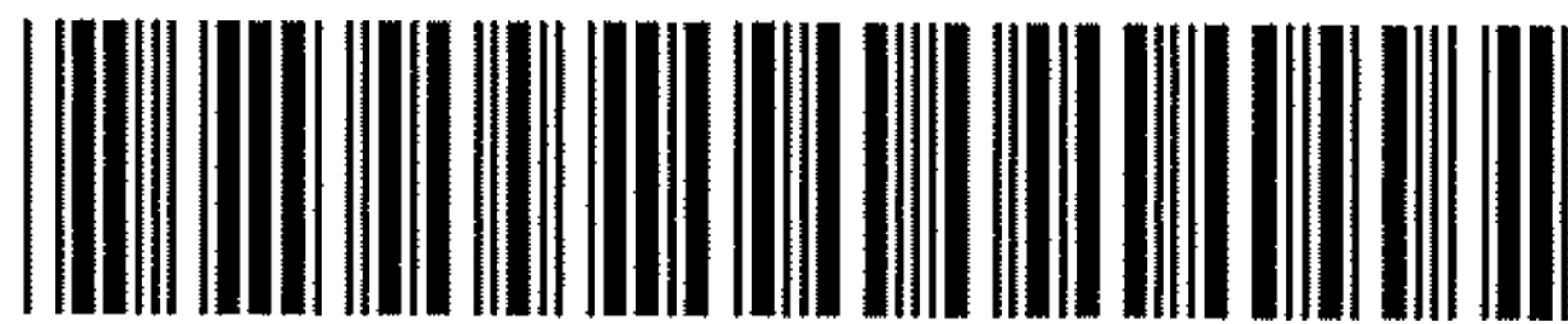
AMELIA L CURIALE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 05/19/2021



(Print name and title below signature)

6/27/16

Date

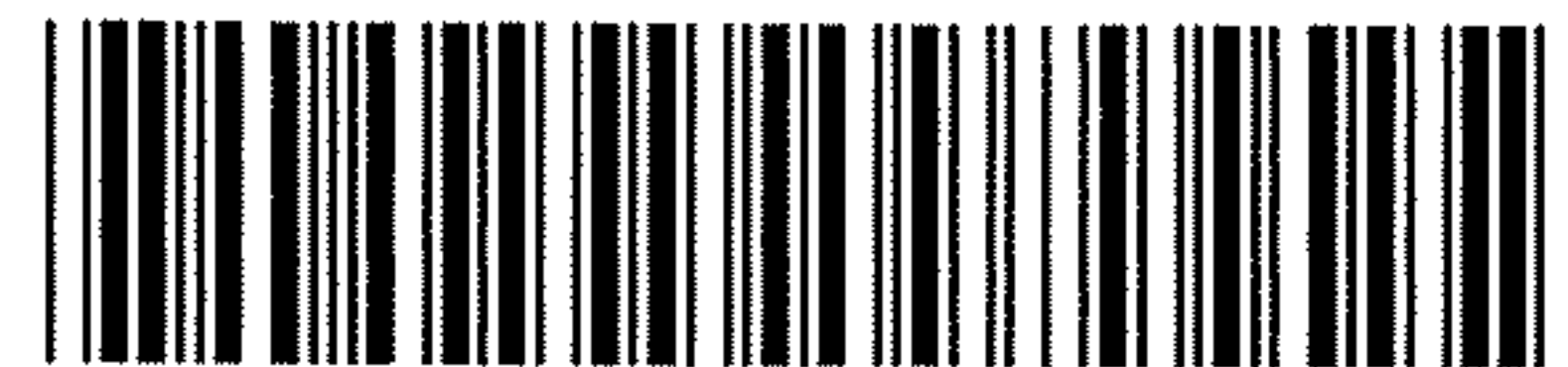


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8300a 08/14



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Form 3179 1/01 (rev. 4/14)

(page 6 of 6)

EXHIBIT A

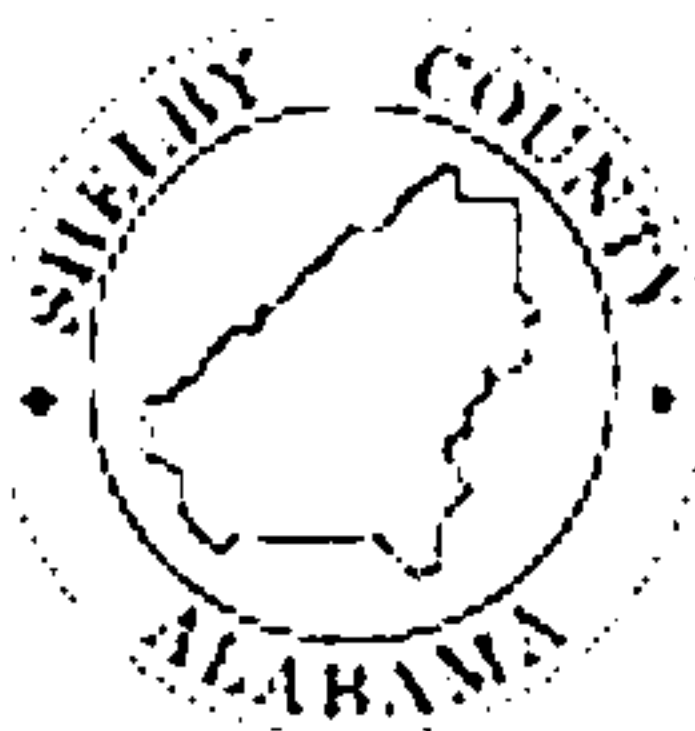
LOAN #: 7127962665

THE PROPERTY PARTICULARLY DESCRIBED IN THE MADE A PART HEREOF BY THIS REFERENCE.

LOT 409, ACCORDING TO THE SURVEY OF SAVANNAH POINTE, SECTOR V. PHASE I, AS RECORDED IN MAP BOOK 26, PAGE 50, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

THIS CONVEYANCE IS MADE SUBJECT TO UNPAID TAXES AND ASSESSMENTS, IF ANY, AND TO ANY OUTSTANDING STATUTORY RIGHTS OF REDEMPTION, AND TO ANY COVENANTS AND RESTRICTIONS OF RECORD AND MATTERS THAT AN ACCURATE SURVEY WOULD REVEAL.

TAX ID #: 22-9-31-2-002-054.000



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
08/08/2016 11:25:10 AM
\$296.85 CHERRY
20160808000280490

A handwritten signature in black ink, appearing to be "James W. Fuhrmeister", is written over the official text.