

20160808000281010
08/08/2016 12:56:23 PM
MORTAMEN 1/6

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: **September 02, 2011** Loan No: **7121988583**
Original Loan Amount: **\$233,818.00** Investor Loan No: **0207150948**
Original Lender Name: **PHH Mortgage Corporation DBA** Case No.: **011-7187203-703**
ERA Mortgage
New Money: **\$0.00**
Prepared Date: June 10, 2016

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 10th day of June, 2016, between **MARIE C VAN-HELMOND, AN UNMARRIED WOMAN AKA MARIE CHRISTINE VAN-HELMOND** whose address is **4200 HERITAGE OAKS CIR, BIRMINGHAM, AL 35242** ("Borrower") and **PHH Mortgage Corporation** which is organized and existing under the laws of **New Jersey**, and whose address is **1 Mortgage Way, Mt. Laurel, NJ 08054** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **August 19, 2011** and recorded in Mortgage Book **N/A**, Page **N/A**, Instrument No: **20110902000261450** and recorded on **September 02, 2011**, 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

4200 HERITAGE OAKS CIR, BIRMINGHAM, AL 35242,

(Property Address)

the real property described being set forth as follows:

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

Assignment from Mortgage Electronic Registration Systems, INC., As Nominee for PHH Mortgage



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Loan No: 7121988583

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Corporation DBA ERA Mortgage, Its Successors and Assigns to PHH Mortgage Corporation;
Recorded Date 3/18/2016 Instrument 20160318000086970

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 **May 1, 2016**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$193,796.03**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$6,071.12** 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 **4.250%**, from **May 1, 2016**. Borrower promises to make monthly payments of principal and interest of U.S. **\$953.36**, 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. 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



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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.
8. This Agreement modifies 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 \$216,824.50. The principal balance secured by the existing security instrument as a result of this Agreement is \$193,796.03, which amount represents the excess of the unpaid principal balance of this original obligation.



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Marie C Van-Helmond aka Marie Christine Van-Helmond (Seal)
MARIE C VAN-HELMOND AKA MARIE CHRISTINE VAN-HELMOND -Borrower

_____[Space Below This Line For Acknowledgments]_____

State of Alabama

County of Shelby

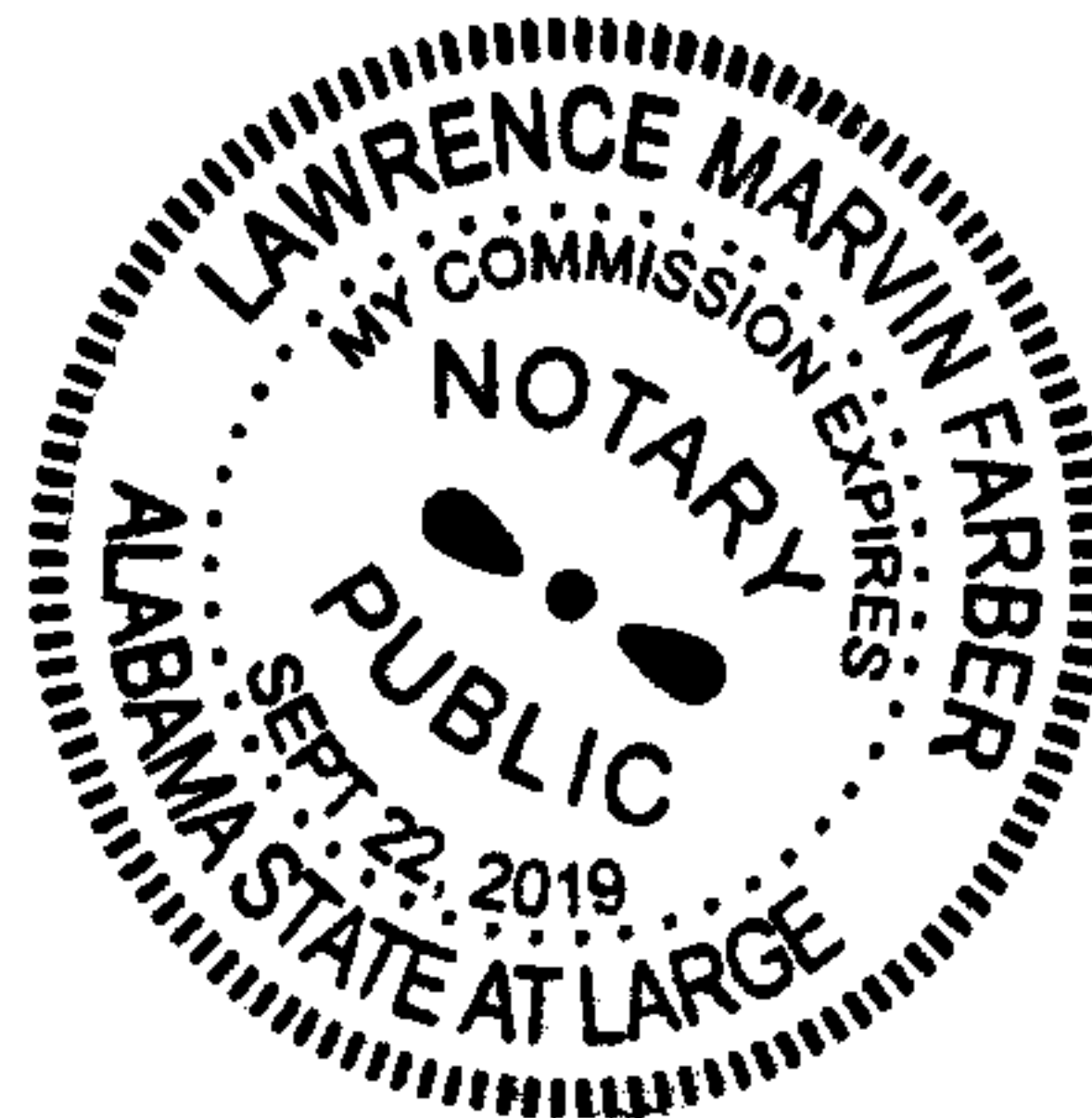
I, Lawrence H. Farber Notary Public, hereby certify that
(please print NOTARY PUBLIC's name)

MARIE C VAN-HELMOND AKA MARIE CHRISTINE VAN-HELMOND, 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 30 day of June, A. D. 2016.

Lawrence H. Farber
(signature of officer)

My commission expires: 9/22/2019
Origination Company: **PHH Mortgage Corporation**
NMLSR ID: **2726**



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PHH Mortgage Corporation

By: CANDACE GALLARDO, ASST. V.P. (Seal) - Lender
Name: _____
Title: ASSISTANT VICE PRESIDENT

7/27/16
Date of Lender's Signature

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

On 7/27, 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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EXHIBIT A

LOAN #: 7121988583

Lot 2, according to the Survey of Heritage Oaks, as recorded in Map Book 11, Page
23 A & B, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
08/08/2016 12:56:23 PM
\$320.70 CHERRY
20160808000281010

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the bottom right of the official text block.