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02/09/2017 01:41:24 PM  
MORTAMEN 1/6

This Document Prepared By:  
**BRANDY MANGALINDAN**  
**CARRINGTON MORTGAGE SERVICES, LLC**  
**CARRINGTON DOCUMENT SERVICES**  
**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. 20090714000270700  
Tax/Parcel #: 228341009007000

_____ [Space Above This Line for Recording Data] _____	
Original Principal Amount: \$162,607.00	FHA/VA/RHS Case No: 001034416968934
Unpaid Principal Amount: \$154,673.15	Loan No: 4000327895
New Principal Amount: \$156,907.14	
New Money (Cap): \$2,233.99	

## **LOAN MODIFICATION AGREEMENT (MORTGAGE)**

This Loan Modification Agreement ("Agreement"), made this 31ST day of JANUARY, 2017, between **TERRY LOUIS YARBROUGH AN UNMARRIED MAN** ("Borrower"), whose address is **1249 KENSINGTON BLVD , CALERA, ALABAMA 35040** and **CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF BANK OF AMERICA, N.A.** ("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 **JULY 8, 2009** and recorded on **JULY 14, 2009** in **INSTRUMENT NO. 20090714000270710, SHELBY COUNTY, ALABAMA**, and (2) the Note, in the original principal amount of U.S. \$162,607.00, 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 **1249 KENSINGTON BLVD , CALERA, ALABAMA 35040**

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, **FEBRUARY 1, 2017** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$156,907.14**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$2,233.99** 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 **4.6250%**, from **FEBRUARY 1, 2017**. The yearly rate of **4.6250%** will remain in effect until principal and interest are paid in full.

Borrower promises to make the total modified monthly mortgage payment of U.S. **\$1,091.33**, beginning on the **1ST** day of **MARCH, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Borrower's payment consists of payments for principal and interest of U.S. **\$936.06**, plus payments for property taxes, hazard insurance, and any other permissible escrow items of US **\$155.27**. Borrower understands that the modified monthly mortgage payment is subject to change if there is an increase or decrease in property taxes, insurance, or any other permissible escrow items. If on **AUGUST 1, 2039** (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 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 is currently subject to the protections of any automatic stay in bankruptcy, or have obtained a discharge in bankruptcy proceeding without reaffirming the mortgage loan debt, nothing

in this Agreement or any other document executed in connection with this Agreement shall be construed as an attempt by Lender to impose personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Subordinate Mortgage. In such case, this Agreement is entered into in the ordinary course of business between the Lender and the Borrower in lieu of pursuit of in rem relief to enforce the lien. This Agreement does not revive the Borrower's personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Subordinate Mortgage, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Note and Deed of Trust/Mortgage and Subordinate Note/Mortgage.

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. Borrower agrees that any costs, fees and/or expenses incurred in connection with servicing the loan that may be legally charged to the account, but have not been charged to the account as of the Modification Effective Date, may be charged to the account at a later date and shall be the Borrower's responsibility to pay in full. For example, if the loan is in foreclosure there may be foreclosure fees and costs that have been incurred but not yet assessed to the account as of the date the Modification Effective Date; Borrower will remain liable for any such costs, fees and/or expenses.

In Witness Whereof, I have executed this Agreement.

Terry Louis Yarbrough  
Borrower: **TERRY LOUIS YARBROUGH**

02-03-17  
Date

Borrower: \_\_\_\_\_

\_\_\_\_\_  
Date

Borrower: \_\_\_\_\_

\_\_\_\_\_  
Date

Borrower: \_\_\_\_\_

\_\_\_\_\_  
Date

Borrower: \_\_\_\_\_

\_\_\_\_\_  
Date

Borrower: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

The State of ALABAMA )  
Jefferson County )

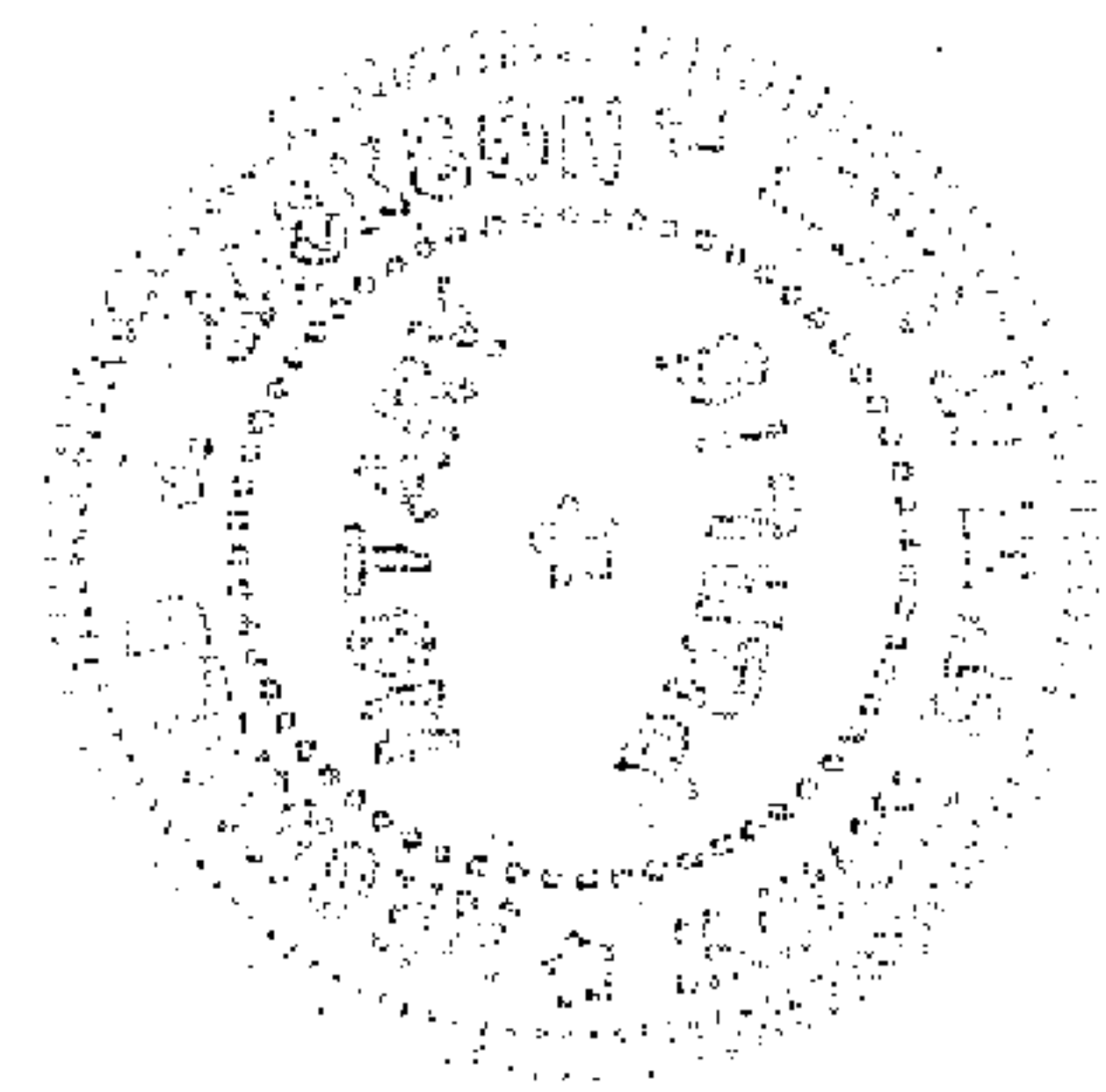
I, a Notary Public, hereby certify that **TERRY LOUIS YARBROUGH AN UNMARRIED MAN** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 3rd day of Feb, 2017.

Reginald Jackson  
Notary Public

Print Name Reginald Jackson

My commission expires: My Commission Expires August 07, 2018



In Witness Whereof, the Lender have executed this Agreement.

**CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF  
BANK OF AMERICA, N.A.**

By **ADEL ISSA**  
Vice President

(print name)  
(title)

2/8/17  
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 2-8-17 before me, Luz E. Huerta Notary Public,  
(Date) (here insert name and title of officer)

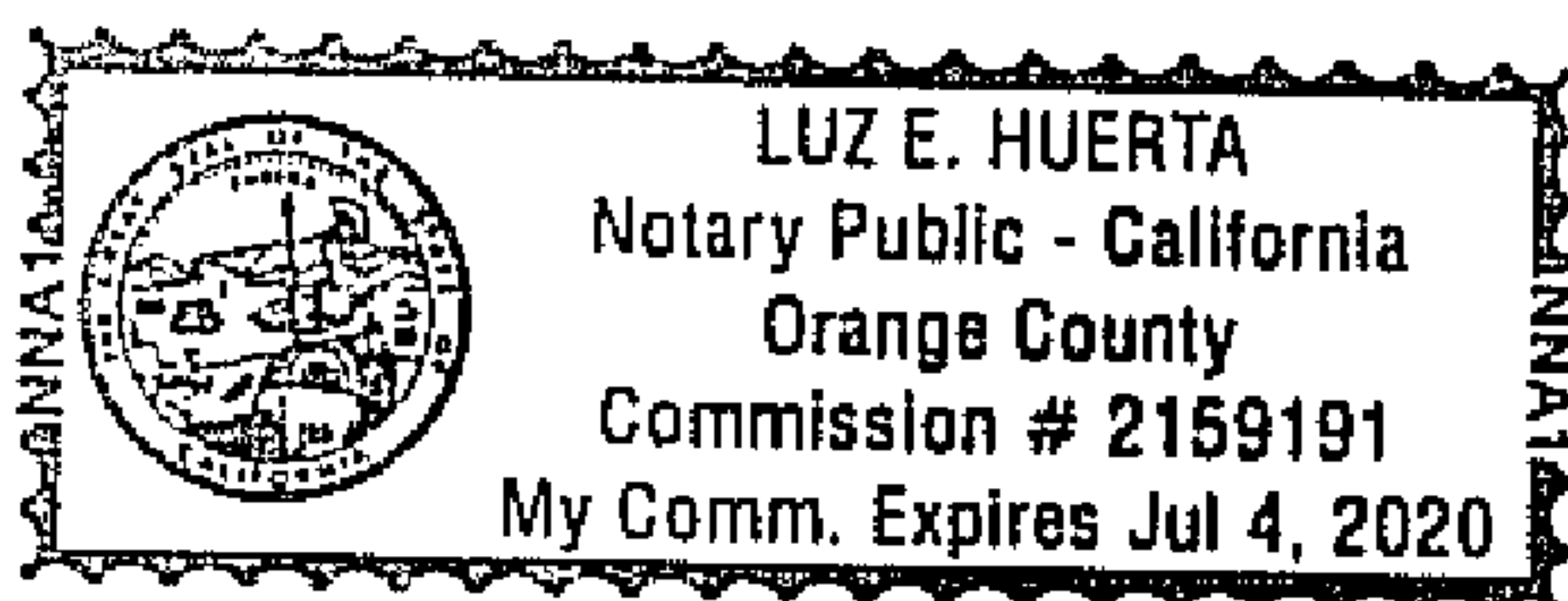
appeared **ADEL ISSA**, the **VICE PRESIDENT**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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



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**EXHIBIT A**

**BORROWER(S): TERRY LOUIS YARBROUGH AN UNMARRIED MAN**

**LOAN NUMBER: 4000327895**

**LEGAL DESCRIPTION:**

**SITUATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY, CITY OF CALERA**

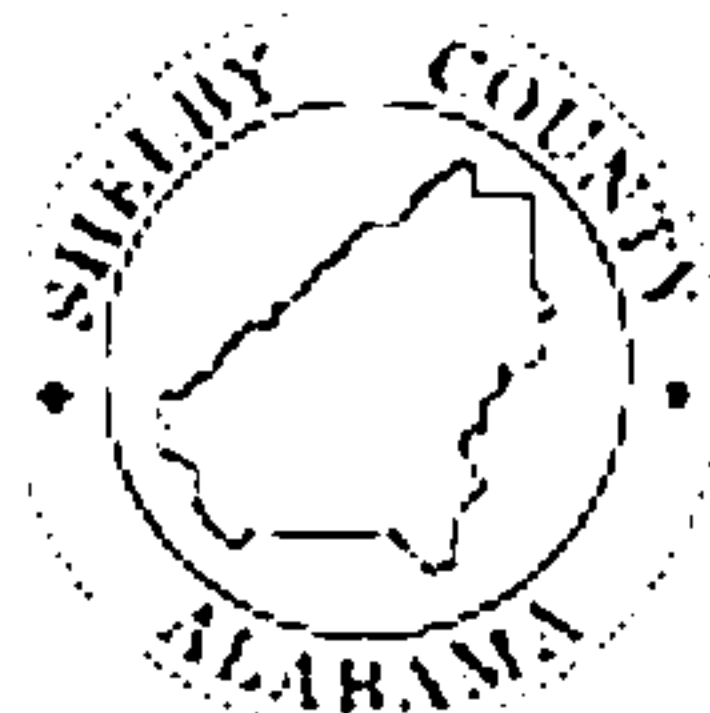
**LOT 94, ACCORDING TO THE SURVEY OF KENSINGTON PLACE PHASE I SECTOR I. AS  
RECORDED IN MAP BOOK 37, PAGE 147, IN THE PROBATE OFFICE OF SHELBY COUNTY,  
ALABAMA.**

**TAX ID NO: 22 8 34 1 009 007.000**

**ADDRESS: 1249 KENSINGTON BLVD, CALERA, AL 35040**

**ALSO KNOWN AS: 1249 KENSINGTON BLVD , CALERA, ALABAMA 35040**

*Accommodation*



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
02/09/2017 01:41:24 PM  
\$33.45 CHERRY  
20170209000049330

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