

20170927000350750
09/27/2017 09:58:42 AM
MORTAMEN 1/6

After Recording Return To:
PHH Mortgage Services
1 Mortgage Way
Mount Laurel, NJ 08054
Return to Phone: 877-766-8244

This Document Prepared By:
Amber Mooney, Specialist
PHH Mortgage Corporation
1 Mortgage Way
Mount Laurel, NJ 08054

_____[Space Above This Line For Recording Data]_____
Original Recording Date: **March 30, 2009** Loan No: **0056445836**
Original Loan Amount: **\$170,972.46** Investor Loan No: **1708828953**
Original Lender Name: **Mortgage Electronic
Registration Systems, Inc. as nominee for
Coldwell Banker Home Loans, its successors
and assigns**
New Money: **\$950.46**
Prepared Date: **August 29, 2017**

LOAN MODIFICATION AGREEMENT

(Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 29th day of August, 2017, between **JEFFREY P BRANCATO, A MARRIED PERSON** and **TONYA BRANCATO** ("Borrower") and **PHH Mortgage Corporation**, 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 **March 18, 2009** and recorded in Mortgage Book **N/A**, Page **N/A**, Instrument No: **20090330000115010** and recorded on **March 30, 2009**, 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
4024 KINROSS LANE, BIRMINGHAM, AL 35242,
(Property Address)

the real property described being set forth as follows:

SEE ATTACHED EXHIBIT A

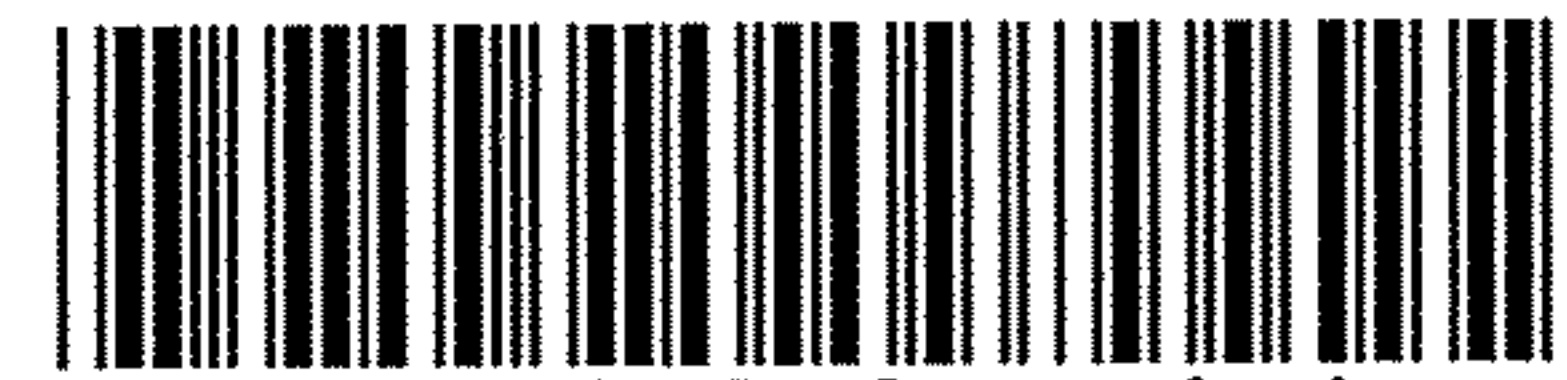
Assignment from Mortgage Electronic Registration Systems, Inc. as nominee for Coldwell Banker Home Loans, its successors and assigns to PHH Mortgage Corporation recorded 09/22/2014



LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Loan No: 0056445836

8300a 08/14



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

(page 1 of 5)

Instrument 20140922000296230

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 **September 1, 2017**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$146,699.29**, 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 **5.000%**, from **September 1, 2017**. Borrower promises to make monthly payments of principal and interest of U.S. **\$707.38**, beginning on the **1st** day of **October, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.000%** will remain in effect until principal and interest are paid in full. If on **September 1, 2057** (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:

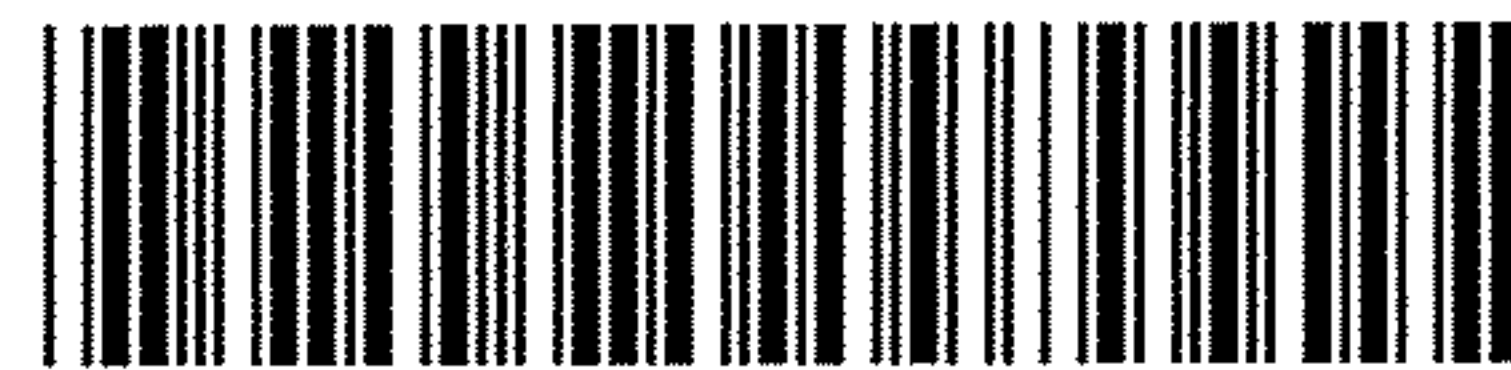


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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Loan No: 0056445836

8300a 08/14



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

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- (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 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 [].



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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Loan No: 0056445836

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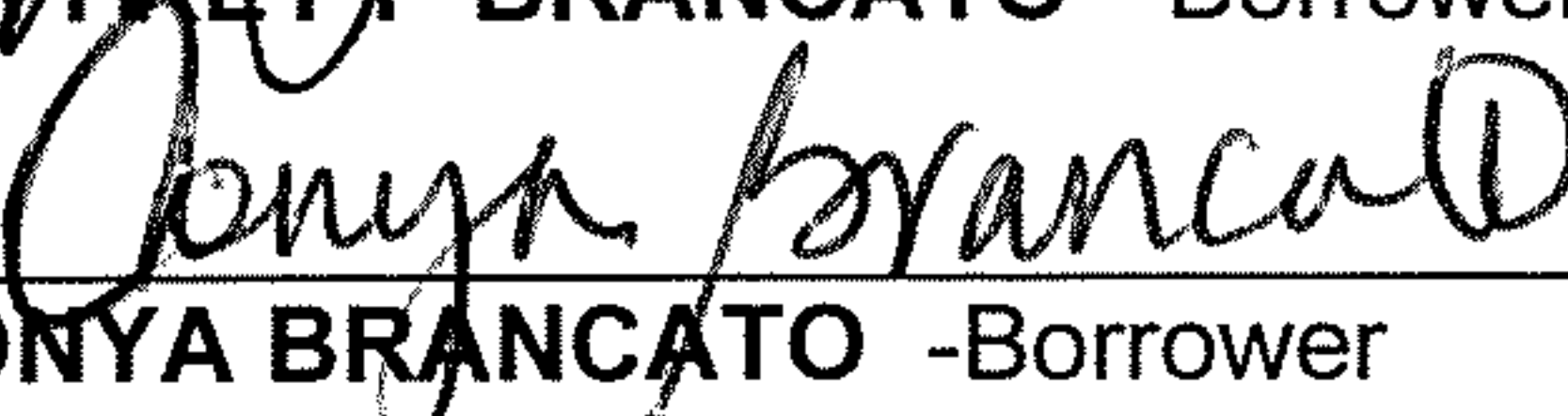
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6. This Agreement modifies an obligation secured by an existing security instrument recorded in Shelby County, AL, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$145,748.83. The principal balance secured by the existing security instrument as a result of this Agreement is \$146,699.29, 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.

 (Seal)
JEFFREY P BRANCATO -Borrower
 (Seal)
TONYA BRANCATO -Borrower

_____[Space Below This Line For Acknowledgments]_____

State of Alabama

County of SHELBY

I, JARRED C. WELBORN Notary Public, hereby certify that
(please print NOTARY PUBLIC's name)

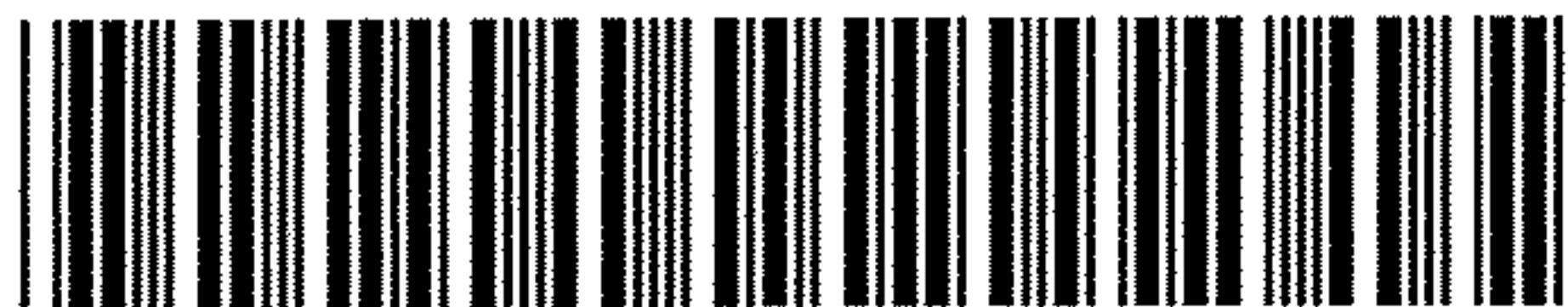
JEFFREY P BRANCATO and TONYA BRANCATO, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same

bears Date. Given under my hand this 17th day of September, A. D. 20 17.


(signature of officer)

My commission expires: 2/12/20
Origination Company: **PHH Mortgage Corporation**
NMLSR ID: **2726**

JARRED C. WELBORN
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES 2/12/20



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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Loan No: **0056445836**

8300a 08/14



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PHH Mortgage Corporation

By: _____ (Seal) - Lender

Name: DOLORES LAURIA, ASST. V.P.

Title: ASSISTANT VICE PRESIDENT

Date of Lender's Signature

_____ [Space Below This Line For Acknowledgments] _____

State of New Jersey, County of Burlington

On 9/19, 2017, before me, TUYET THI-BACH TRAN,
(please print NOTARY PUBLIC's name)

a Notary Public in and for said State, personally appeared

DOLORES LAURIA, 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.

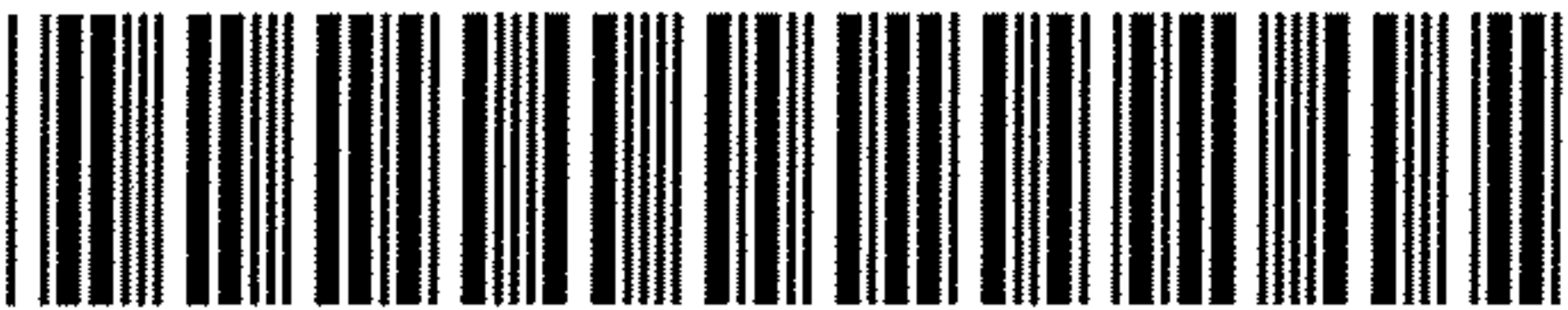
Notary Public

TUYET THI-BACH TRAN

Notary Public of New Jersey

My Commission expires: 03-13-2019

Tuyet-Thi-Bach Tran
Notary Public of New Jersey
My Commission Expires March 13, 2019

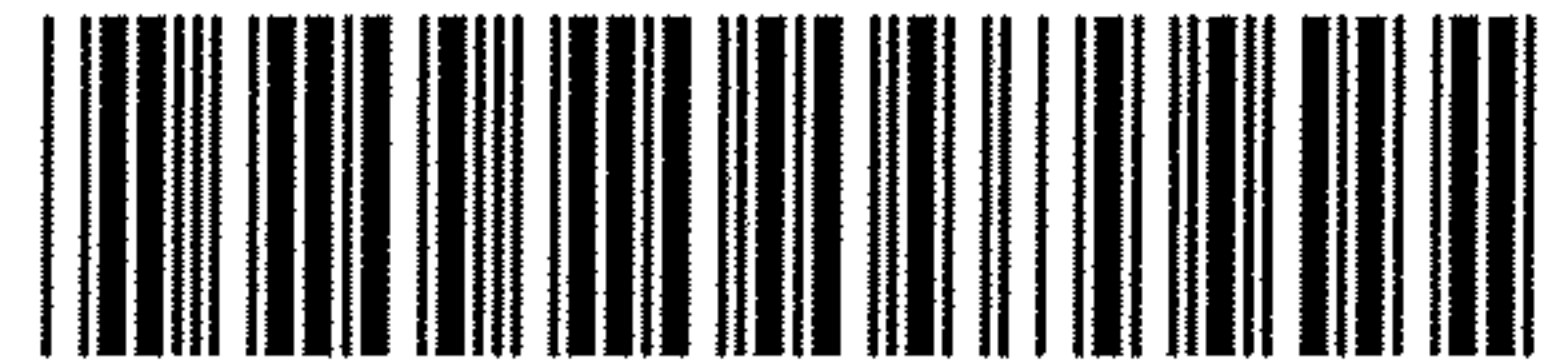


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EXHIBIT A

LOAN #: 0056445836

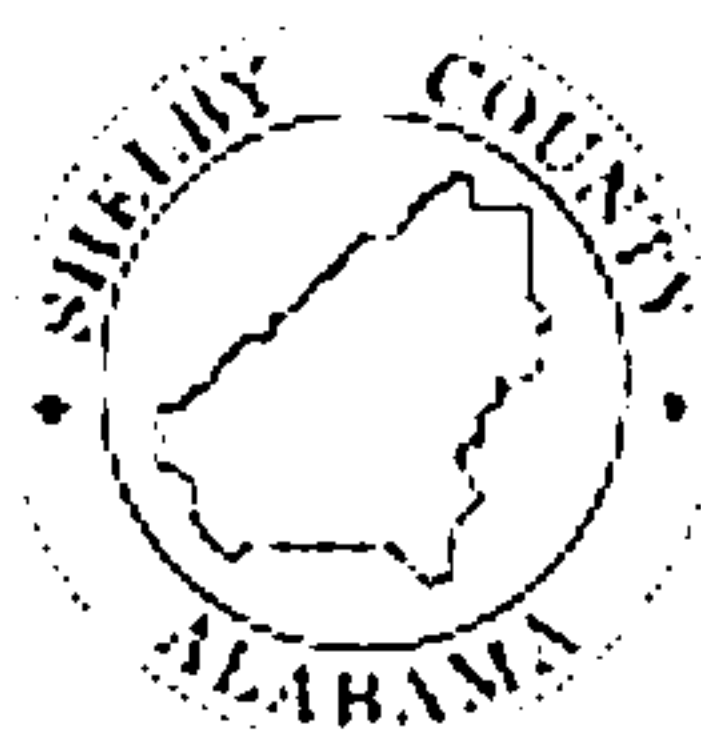
THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SHELBY, AND STATE OF ALABAMA, TO-WIT:

LOT 310 BROOK HIGHLAND, AN EDDLEMAN COMMUNITY, 7TH SECTOR, AS RECORDED IN MAP BOOK 13, PAGE 99 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TAX ID #: 039290002064000

For information only : Property Address: 4024 KINROSS LANE, BIRMINGHAM, AL 35242.

20170927000350750 09/27/2017 09:58:42 AM MORTAMEN 6/6



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
09/27/2017 09:58:42 AM
\$250.05 CHERRY
20170927000350750

A handwritten signature in black ink, appearing to be "James W. Fuhrmeister", is written over the printed name and title of the County Clerk.