

20171206000436630
12/06/2017 08:21:01 AM
MORTAMEN 1/9

APN: 17-6-13-0-000-005.017
Loan Number #: 2002819973

After Recording Return To:
CitiMortgage, Inc.
1000 Technology Drive, MS 420R
O'Fallon, MO 63368-2240
Doc Prep/Booking & Closing

This document was prepared by: Mohammed Laloti
On behalf of:
CitiMortgage, Inc.
1000 Technology Drive
O'Fallon, MO 63368

Original Principal Amount: \$ 229,837.00
Unpaid Principal Amount: \$ 378,287.26
New Principal Amount: \$ 395,640.66
New Money (Cap): \$ 165,803.66

_____ [Space Above This Line For Recording Data] _____

**LOAN MODIFICATION AGREEMENT
(PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)**

This Loan Modification Agreement ("Modification Agreement"), made on **11/07/2017** ("Effective Date") between: **DONALD G. MURRAY AND SANDRA MURRAY, HUSBAND AND WIFE** ("Borrower") and "CitiMortgage, Inc. (Lender)" amends and supplements:

- (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), between **DONALD G. MURRAY AND SANDRA MURRAY** and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR ALETHES, LLC, ITS SUCCESSORS AND ASSIGNS** dated **05/24/05** and recorded on **05/25/05**, in Book or Liber number **na**, Page(s) **na**, Document number **20050525000253350** in the public records of **SHELBY County**, in the State of Alabama,
- (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 **1038 CHANCELLORS FERRY LOOP, HARPERSVILLE, ALABAMA 35078** the real property described being set forth as per your original loan document; and
- (3) if applicable, the Security Agreement (Pledge) giving Lender a security interest in the Citigroup Global Markets Account. The Security Instrument and, when applicable, the Security Agreement (Pledge) are referred to collectively as the "Security Instrument" in this Modification Agreement

(SEE ATTACHED LEGAL DESCRIPTION)

In consideration of the mutual promises and agreements exchanged, the parties agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of 11/07/17, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 378,287.26. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses in the total amount of \$ 17,353.40, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 333 months. When payments resume on 12/01/2017, the New Unpaid Principal Balance will be \$ 395,640.66 ("New Unpaid Principal Balance").

2. The Borrower promises to pay the New Unpaid Principal Balance, plus Interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 2.000 % effective 11/01/17 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,549.12 (which does not include any amounts required for Insurance and/or Taxes) beginning on 12/01/17 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 08/01/45 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Modification Agreement, the Borrower will pay those amounts in full on the Maturity Date. All other terms stated in the Note remain the same.

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, at its option, require immediate payment in full of all sums secured by the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower a 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 the Security Instrument. If the Borrower fails to pay these sums prior to the expiration period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

(a) That, as of the Modification 11/01/2017 (the "Effective Date"), I understand that the Lender will only allow the transfer and assumption of the Loan, including this Modification Agreement to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the loan. Except as noted herein, this Modification Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.

4. The Borrower also will comply with all the other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all the payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make the under 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, or part of, the Note and Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Nothing in this Modification 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 Modification Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by and comply with, all of the terms and provisions thereof, as amended by this Modification Agreement.

6. It is mutually agreed that the Security Instrument shall constitute a first lien upon the premise and that neither the obligation evidencing the aforesaid indebtedness nor the Security Instrument shall in any way be prejudiced by this Modification Agreement, but said obligation and Security Instrument and all the covenants and agreements thereof and the rights of the parties there under shall remain in full force and effect except as herein expressly modified.


(a) Notwithstanding the foregoing, to the extent personal liability has been discharged in bankruptcy with respect to any amount payable under the Note, as modified herein, nothing contained herein shall be construed to impose personal liability to repay any such obligation where any obligations have been so discharged. If any bankruptcy proceeding is pending or completed during a time period related to entering this Modification Agreement. I understand that I enter this Modification Agreement voluntarily and that this Modification Agreement, or actions taken by the Lender in relation to this Modification Agreement, does not constitute a demand for payment or any attempt to collect any such obligation.

7. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Modification Agreement; or (ii) correct the terms and conditions of this Modification Agreement if an error is detected after execution of this Modification Agreement. I understand that a corrected Modification Agreement or a letter Agreement containing the correction will be provided to me for my signature. At Lender's option, this Modification Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected documentation, the terms of the original Note and Security Instrument shall continue in full force and effect, such terms will not be modified by this Modification Agreement.

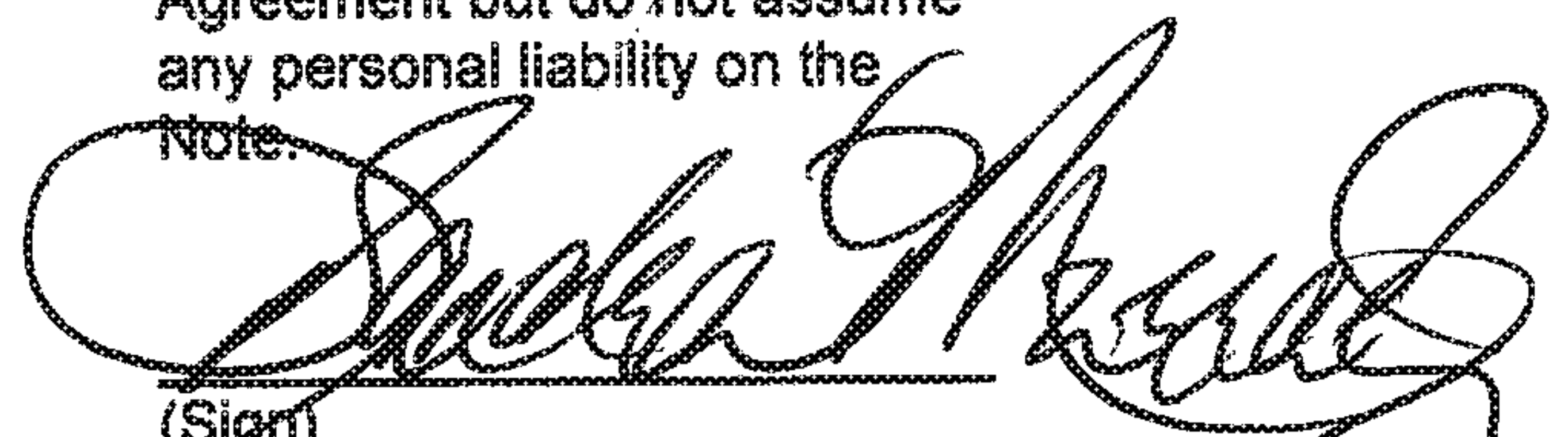
20171206000436630 12/06/2017 08:21:01 AM MORTAMEN
4/9


BORROWER:


DONALD G. MURRAY


Date

SANDRA MURRAY
Non-Borrower Spouse, I
acknowledge Modification
Agreement but do not assume
any personal liability on the
Note.


(Sign)

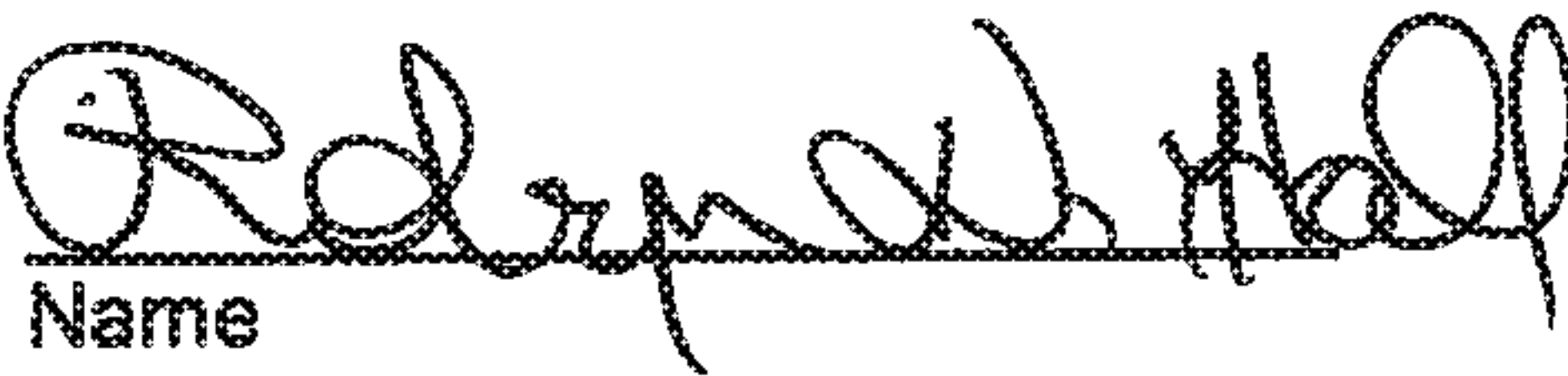

Date

20171206000436630 12/06/2017 08:21:01 AM MORTAMEN
5/9

EXECUTED effective as of the day and year first above written.

ACCEPTED AND AGREED TO BY

CitiMortgage, Inc.

By: 
Name

Robyn W. Hall
Document Control Officer
CitiMortgage, Inc.
Title

NOV 28 2017
Date

On 11/28/2017 before me, the undersigned, a notary public in and for said state,
personally appeared Robyn W. Hall Document Control Officer of
CitiMortgage, Inc., 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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument,
the individual, or the person upon behalf of which the individual acted, executed the instrument.

Ashlee Nicole Marler

Notary Public

ASHLEE NICOLE MARLER
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: March 08, 2021
Commission Number: 17600190


[Space Below This Line For Acknowledgments]

INDIVIDUAL ACKNOWLEDGEMENT

State of Alabama
County of SHELBY

On this 11 day of November, in the year 2017 before me, the undersigned, personally appeared, DONALD G. MURRAY 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 HE/SHE executed the same in HIS/HER capacity, and that by HIS/HER signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

Notary Public


William T. Middleton II

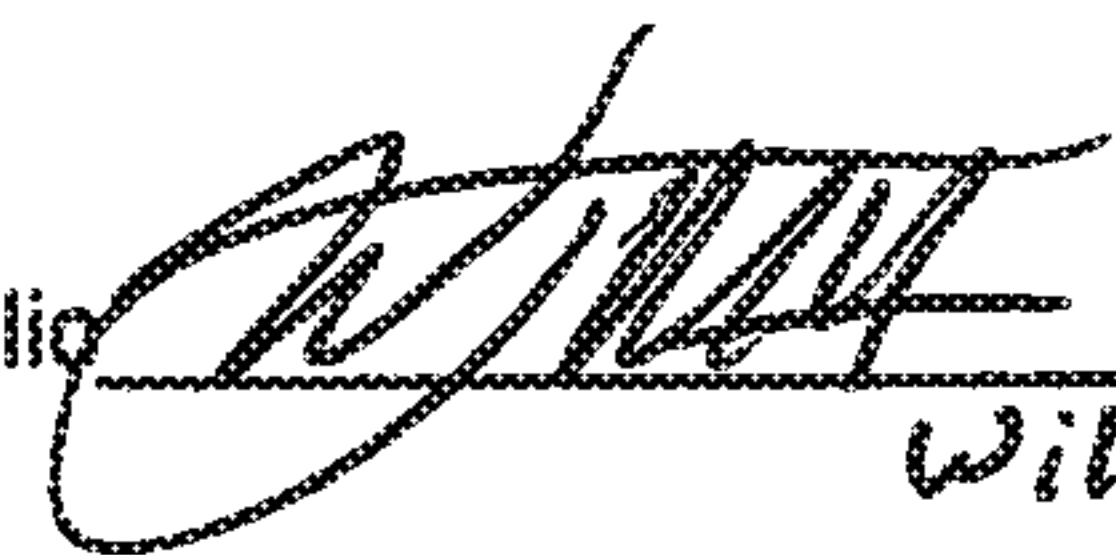
My Commission Expires: 10/21/2019

WILLIAM T. MIDDLETON, II
Notary Public
Alabama State at Large

State of Alabama
County of SHELBY

On this 11 day of November, in the year 2017, before me, the undersigned, personally appeared, SANDRA MURRAY 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 HE/SHE executed the same in HIS/HER capacity, and that by HIS/HER signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

Notary Public


William T. Middleton II

My Commission Expires: 10/21/2019

WILLIAM T. MIDDLETON, II
Notary Public
Alabama State at Large

20171206000436630 12/06/2017 08:21:01 AM MORTAMEN
8/9

LEGAL DESCRIPTION

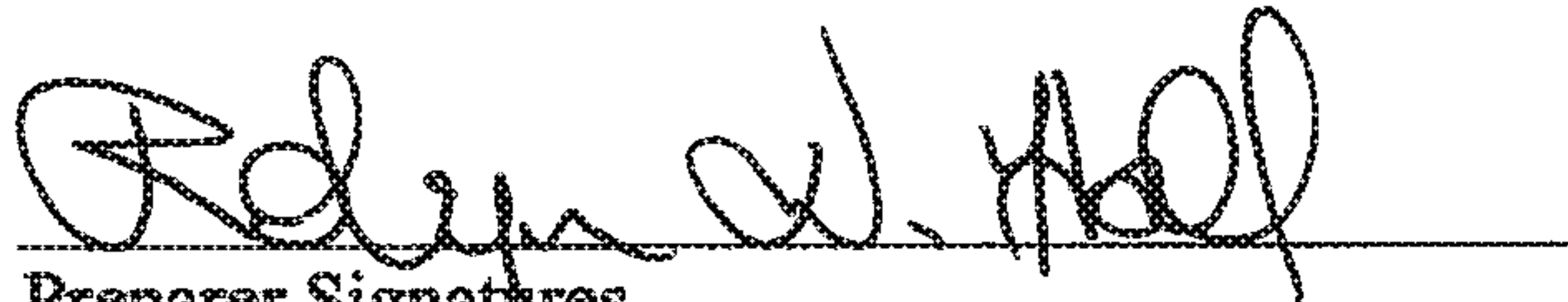
LOT 9, ACCORDING TO THE SURVEY OF CHANCELLOR'S CROSSING, AS
RECORDED IN MAP BOOK 28, PAGE 75, IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA.

Certificate of Preparation

Prepared by: Robyn W. Hall
CitiMortgage, Inc.
1000 Technology Drive (M.S. 321)
O'Fallon, MO 63368-2240
1-866-272-4749

Acct # 2002819973

This is to certify that this INSTRUMENT was prepared by CITIMORTGAGE Inc., one of the parties name in the instrument.



Preparer Signatures

Robyn W. Hall

Document Control Officer



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
12/06/2017 08:21:01 AM
\$632.55 CHERRY
20171206000436630

