

After Recording Return To:
CoreLogic SolEx
1637 NW 136th Avenue Suite G-100
Sunrise, FL 33323

20180118000016660
01/18/2018 09:21:42 AM
MORTAMEN 1/6

This Document Prepared By:
MAURICE JENKINS
RoundPoint Mortgage Servicing Corporation
5016 Parkway Plaza Blvd, Suite 200
Charlotte, NC 28217

_____[Space Above This Line For Recording Data]_____
Original Recording Date: June 06, 2014
Original Loan Amount: \$82,163.00
New Money: \$18,842.49
Loan No: 2002852313
Investor Loan No: 0212942927
FHA Case No.: 011-7885057-703

LOAN MODIFICATION AGREEMENT

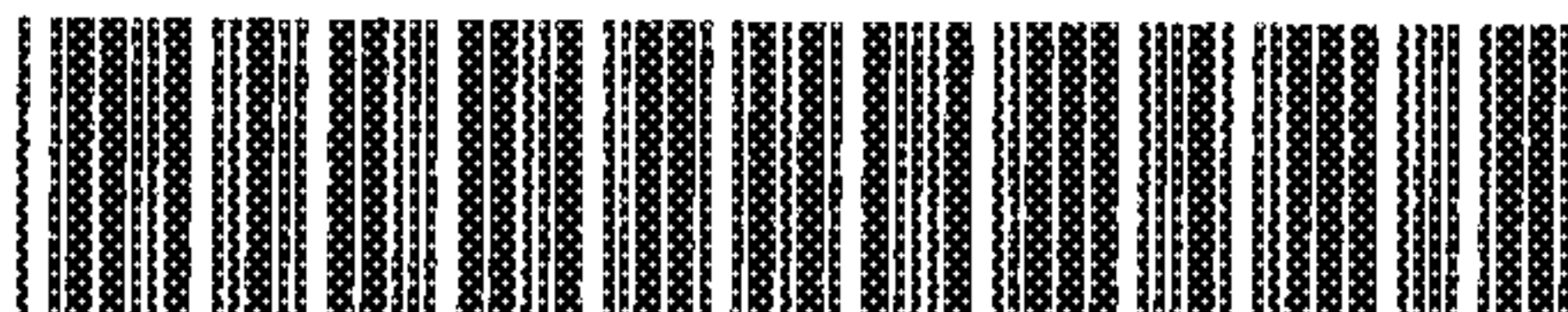
This Loan Modification Agreement ("Agreement"), made this 27th day of December, 2017, between VICKI V. HORTON whose address is 80 COPPER RD, COLUMBIANA, AL 35051 ("Borrower") and EMBRACE HOME LOANS, INC., BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT which is organized and existing under the laws of The United States of America, and whose address is 5016 Parkway Plaza Blvd, Suite 200, Charlotte, NC 28217 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated May 14, 2014 and recorded in Mortgage Book N/A, Page N/A, Instrument No: 20140606000171810 and recorded on June 06, 2014, 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

80 COPPER RD, COLUMBIANA, AL 35051,
(Property Address)

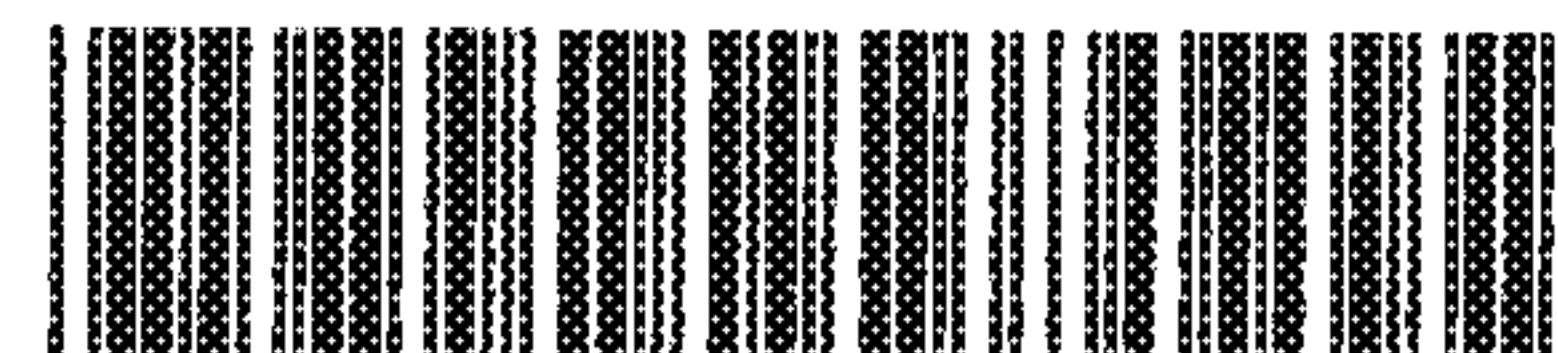
the real property described being set forth as follows:
See Exhibit "A" attached hereto and made a part hereof;

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 January 1, 2018, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$98,181.45, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of \$5,619.80 and other amounts capitalized,



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HUD MODIFICATION AGREEMENT
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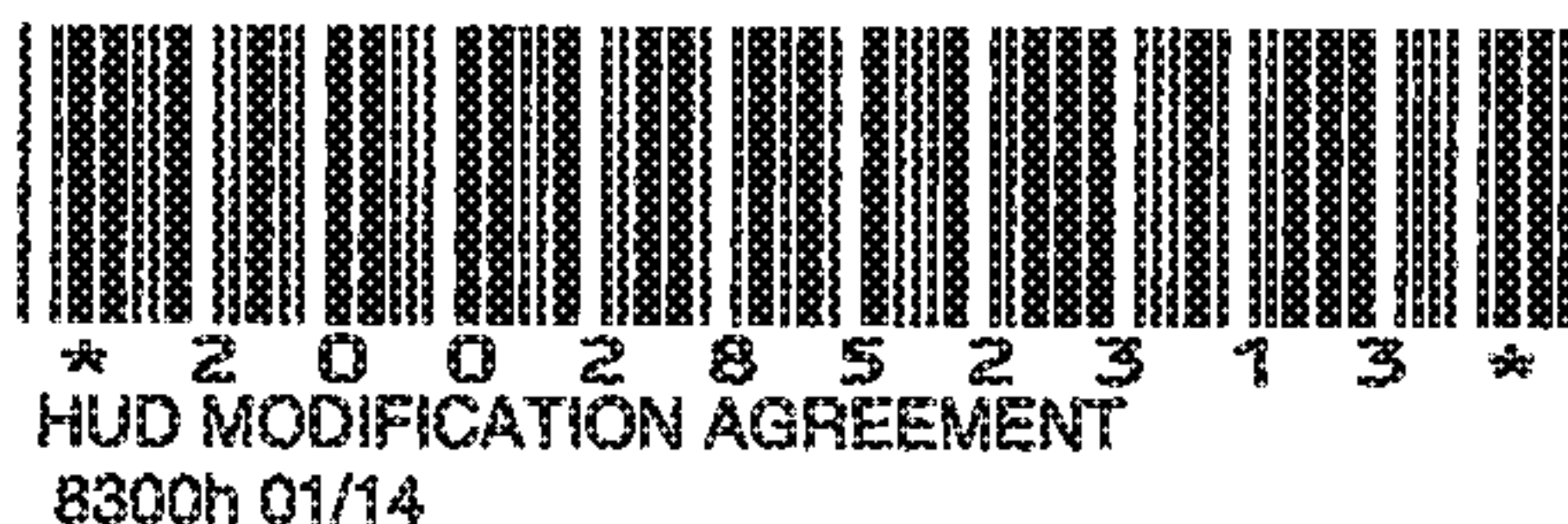
(page 1 of 5)

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 4.125%, from January 1, 2018. Borrower promises to make monthly payments of principal and interest of U.S. \$475.84, beginning on the 1st day of February, 2018, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on January 1, 2048 (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.

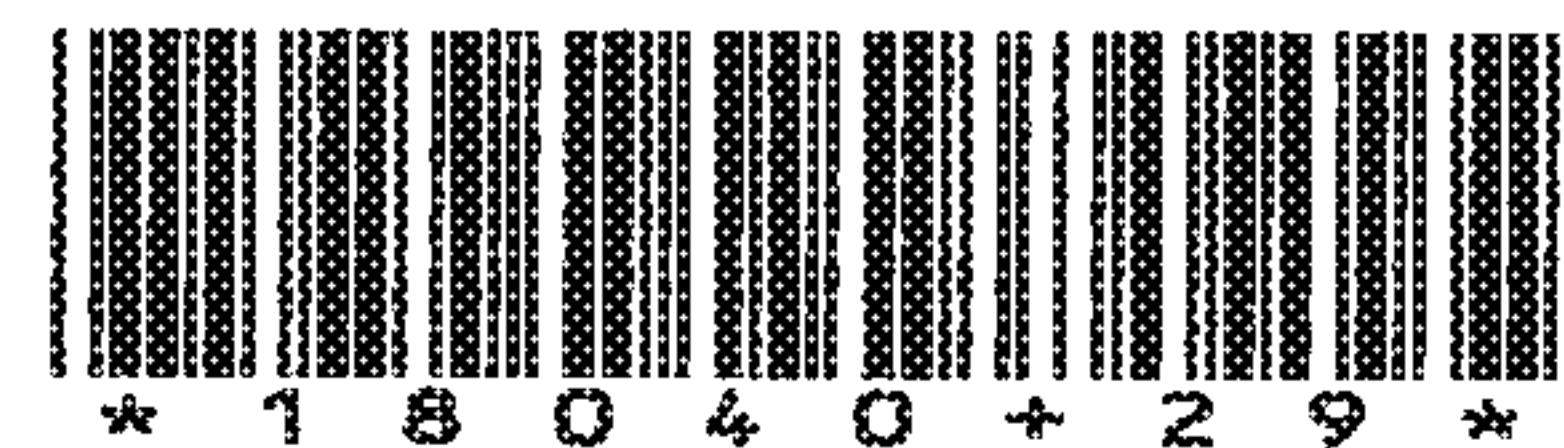
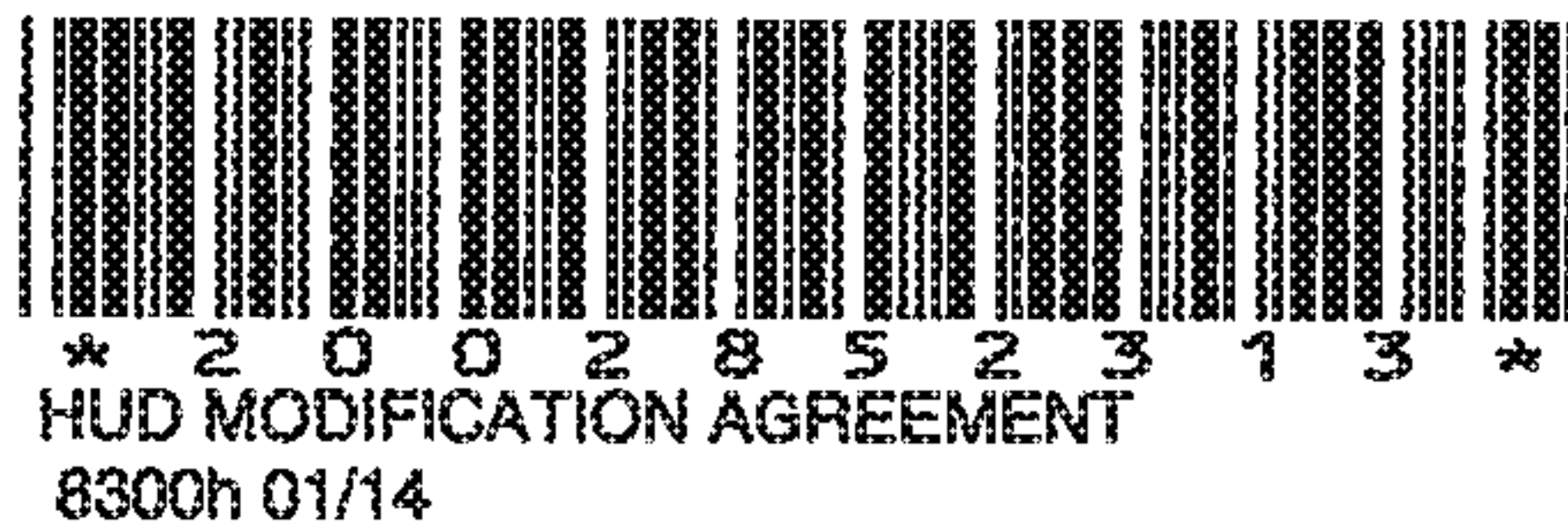
4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower 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. 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 \$79,338.96. The principal balance secured by the existing security instrument as a result of this Agreement is \$98,181.45, which amount represents the excess of the unpaid principal balance of this original obligation.
9. **Additional Agreements.** I agree to the following:

That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.



Vicki V. Horton (Seal)
VICKI V. HORTON -Borrower

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State of Alabama

County of Shelby

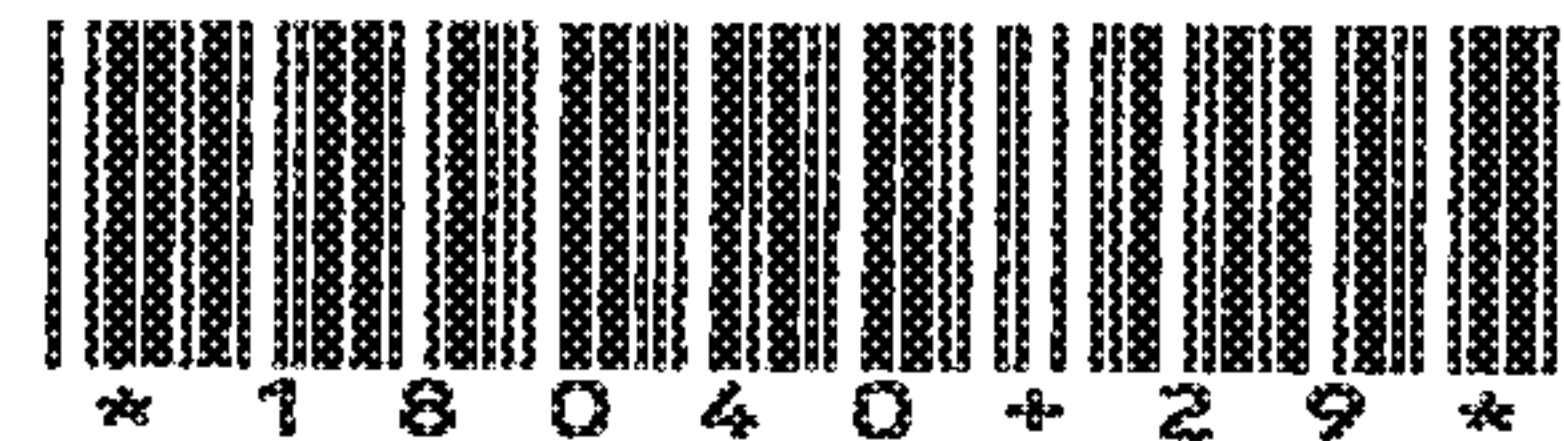
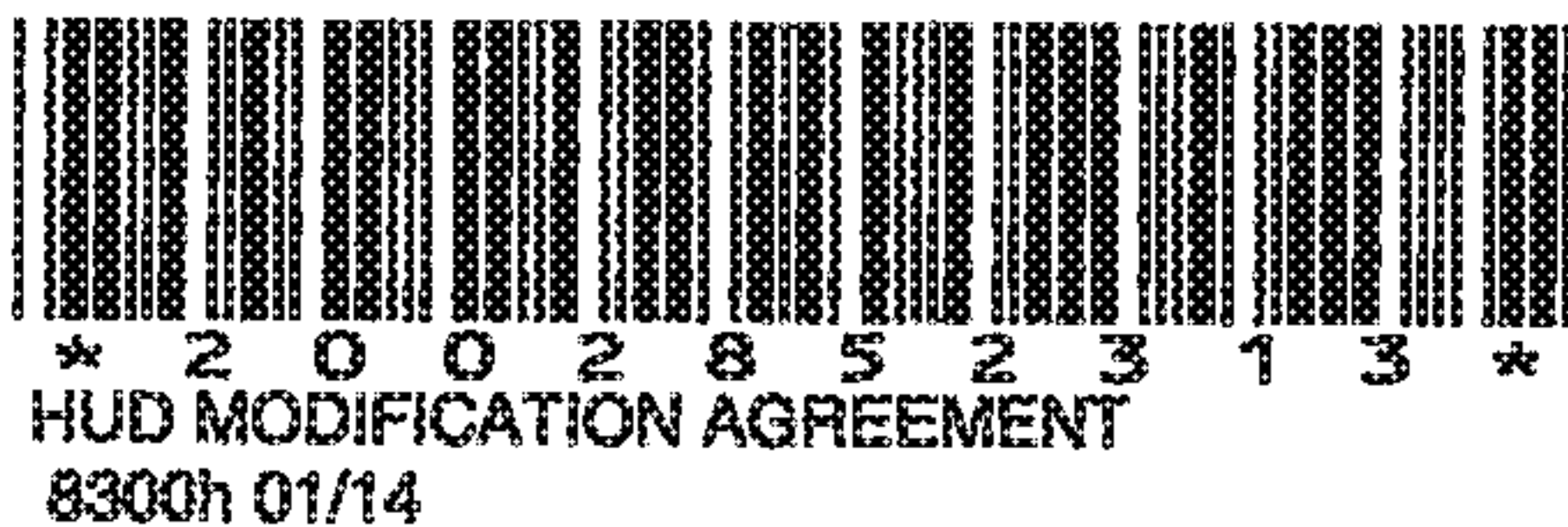
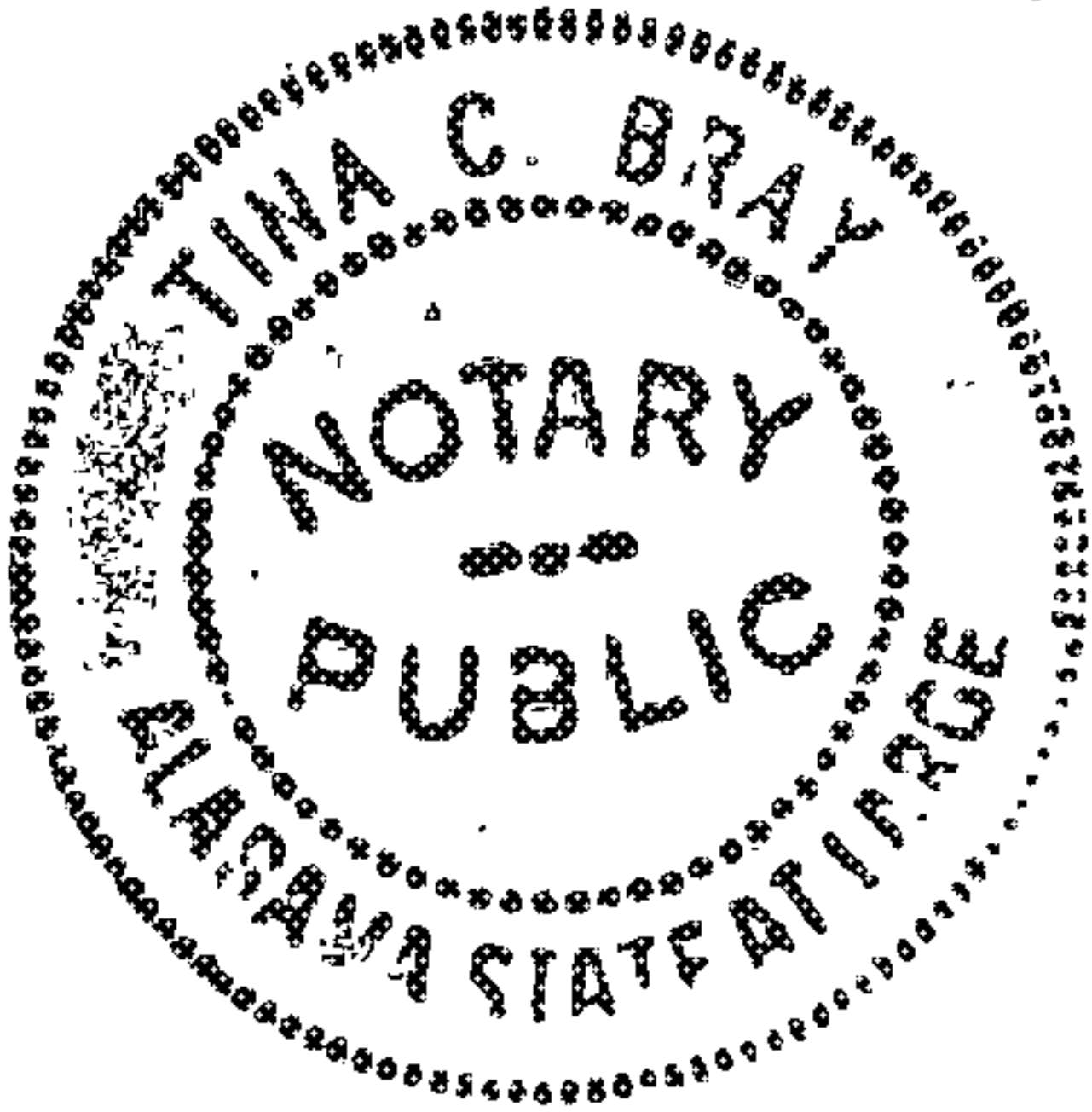
I, Tina C Bray Notary Public, hereby certify that
(please print name)

VICKI V. HORTON, 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 9th day of January, A. D. 2018.

Tina C Bray
(signature of officer)

My commission expires: 8-19-2019



EMBRACE HOME LOANS, INC., BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT

By: Demere Dennis-Simmons (Seal) - Lender

Name: Demere Dennis-Simmons

Title: Portfolio Manager

January 11, 2018

Date of Lender's Signature

[Space Below This Line For Acknowledgments]

State of NORTH CAROLINA

County of MECKLENBURG

I, Gleyra L. Alleyne, a Notary Public in and for said state, (name/title of official) do hereby certify that

Demere Dennis-Simmons, the Portfolio Manager of EMBRACE HOME LOANS, INC., BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument.

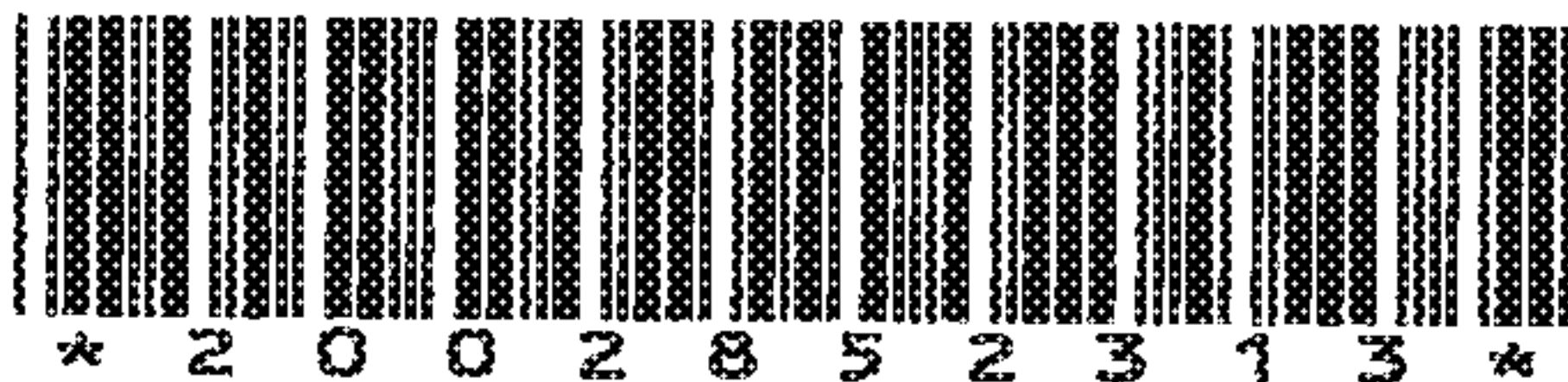
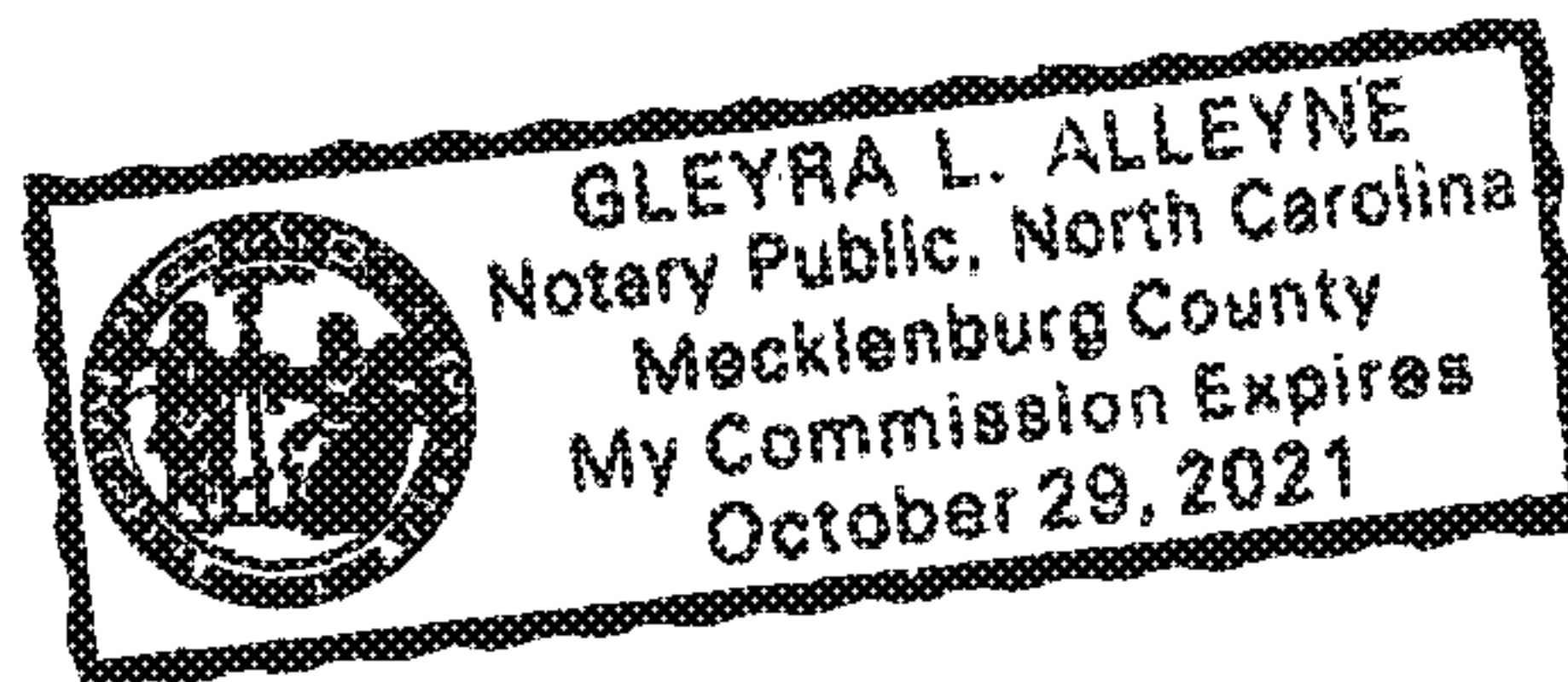
Witness my hand and (where an official seal is required by law) official seal this the 11th day of January, 2018.

Gleyra L. Alleyne
(signature of officer)

Gleyra L. Alleyne
Type or Print Name of Notary

Notary Public, State of North Carolina

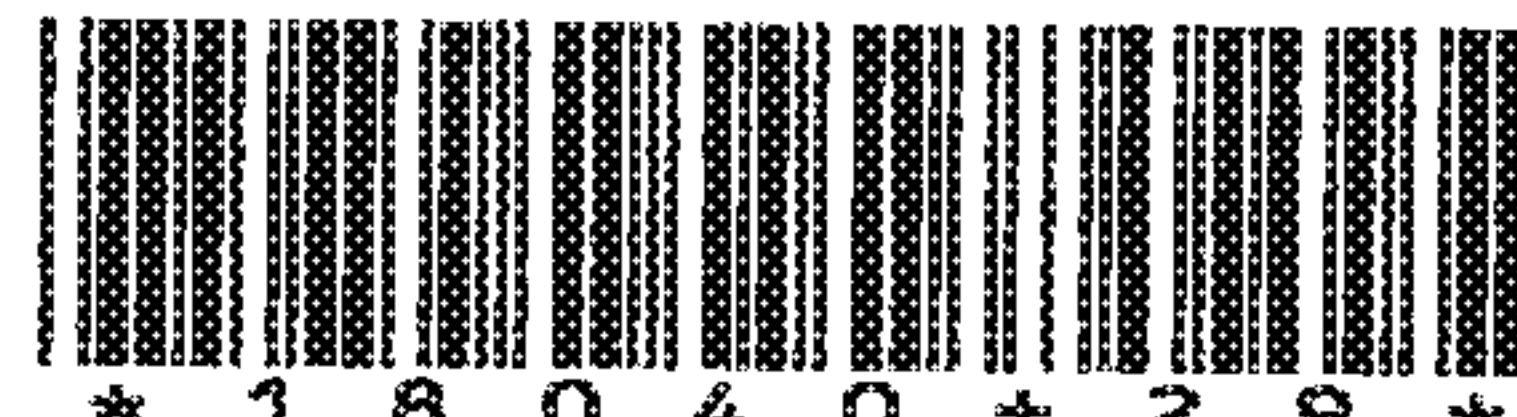
My Commission Expires: 10/29/2021



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HUD MODIFICATION AGREEMENT

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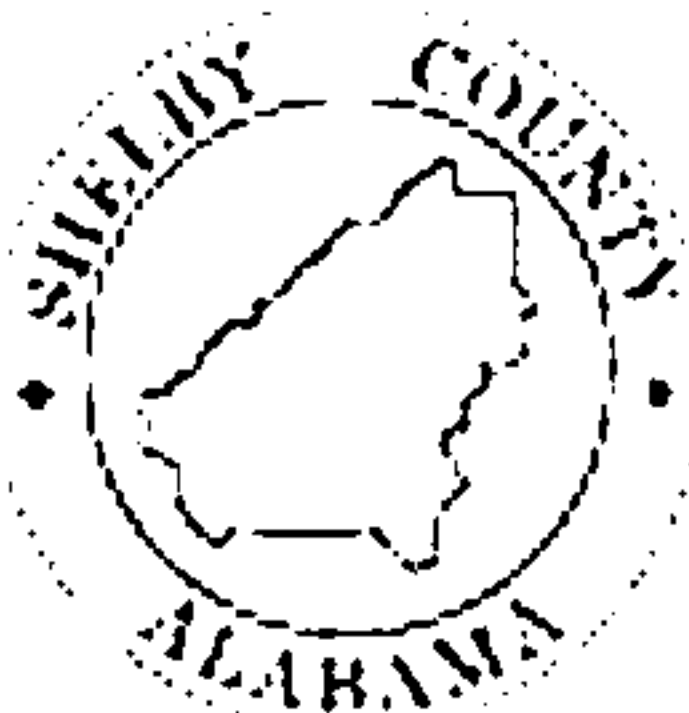
Exhibit "A"

Loan Number: 2002852313

Property Address: 80 COPPER RD, COLUMBIANA, AL 35051

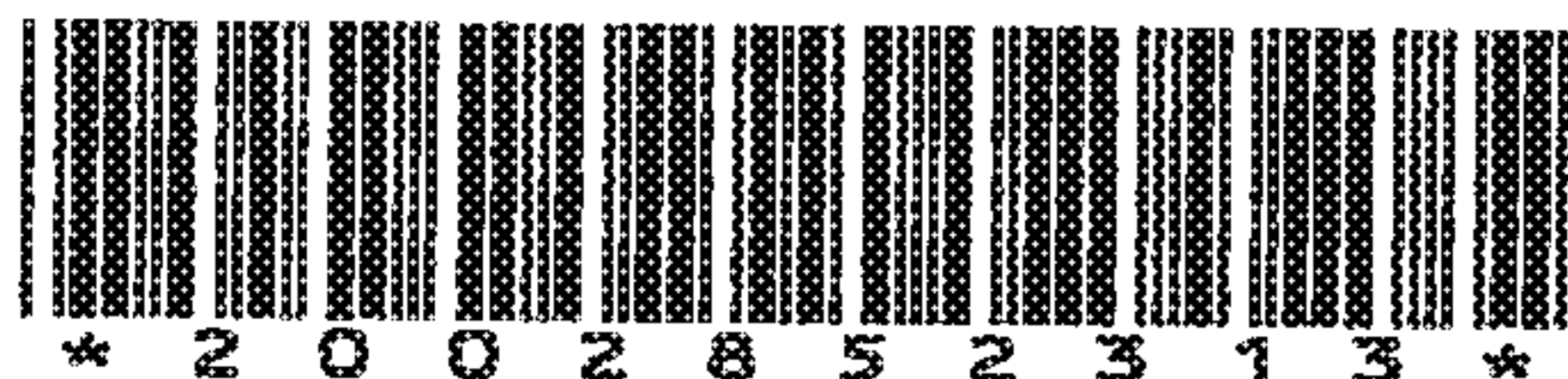
Legal Description:

SITUATE IN THE COUNTY OF SHELBY, STATE OF ALABAMA: FROM SOUTHEAST CORNER OF SOUTHWEST 1/4 OF NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 1 EAST, WEST ALONG 1/4-1/4 SECTION LINE 210 FEET TO POINT OF BEGINNING; THENCE WEST 210 FEET; THENCE NORTH 210 FEET; THENCE EAST 210 FEET; THENCE SOUTH 210 FEET TO POINT OF BEGINNING. THIS ONE ACRE IS SUBJECT TO A PRIVATE ROAD EASEMENT ALONG THE SOUTH SIDE THAT IS ESTABLISHED AND RECORDED IN DEED BOOK 328 PAGE 218 IN PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. THIS PRIVATE ROAD EASEMENT PROVIDES NONEXCLUSIVE ACCESS TO THIS ONE ACRE. TAX ID NO: 20 8 28 0 000 005.001.

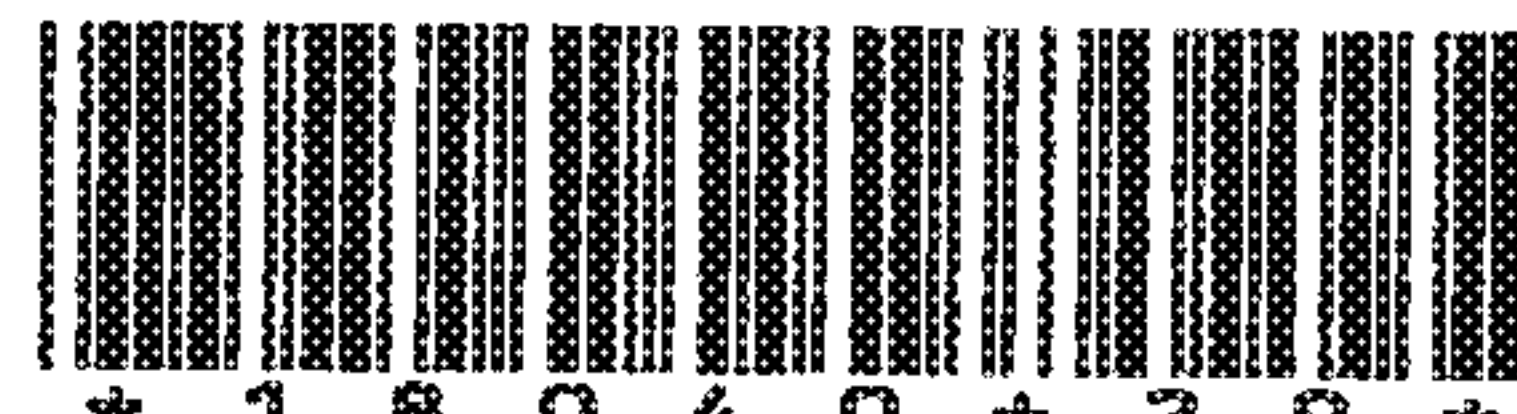


Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
01/18/2018 09:21:42 AM
\$177.30 CHERRY
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A handwritten signature in black ink, appearing to be "J. Fuhrmeister", is written over the official text.



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