

20180726000266700  
07/26/2018 09:12:58 AM  
MORTAMEN 1/5

After Recording Return To:  
CoreLogic SolEx  
1625 NW 136th Avenue Suite E-100  
Sunrise, FL 33323

This Document Prepared By:

Cheryl White

Nationstar Mortgage LLC d/b/a Mr. Cooper  
8950 CYPRESS WATERS BLVD  
DALLAS, TX 75019

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_  
Original Recording Date: **September 30, 2009** Loan No: **605092386**  
Original Loan Amount: **\$117,826.00** Investor Loan No: **203522272**  
New Money: **\$0.00** FHA Case No.: **011-6562402-703-203(B)**

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 19th day of March, 2018, between **PHILIP T. HULBERG, HUSBAND and JENNIFER D. HULBERG AKA JENNIFER G. HULBERG, WIFE** whose address is **512 CREEKVIEW DRIVE, PELHAM, AL 35124** ("Borrower") and **Nationstar Mortgage LLC d/b/a Mr. Cooper** which is organized and existing under the laws of **The United States of America**, and whose address is **8950 CYPRESS WATERS BLVD, DALLAS, TX 75019** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **September 25, 2009** and recorded in Mortgage Book **N/A**, Page **N/A**, Instrument No: **20090930000371280** and recorded on **September 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

**512 CREEKVIEW DRIVE, PELHAM, AL 35124,**

(Property Address)

the real property described being set forth as follows:

**THE FOLLOWING DESCRIBED PROPERTY LOCATED IN SHELBY COUNTY, STATE OF ALABAMA:  
LOT 4, BLOCK 3, ACCORDING TO THE SURVEY OF OAK MOUNTAIN ESTATES, AS RECORDED IN  
MAP BOOK 5, PAGE 57, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

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):



\* 6 0 5 0 9 2 3 8 6 Y G N M A \*  
HUD MODIFICATION AGREEMENT  
8300h 11/17



\* 3 7 8 1 1 5 + 1 0 \*

(page 1 of 5)

1. As of **May 1, 2018**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$92,630.23**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest 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, 2018**. Borrower promises to make monthly payments of principal and interest of U.S. **\$455.69**, beginning on the **1st** day of **June, 2018**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **May 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



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HUD MODIFICATION AGREEMENT  
8300h 11/17



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(page 2 of 5)

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. In the event of any action(s) arising out of or relating to this Agreement or in connection with any foreclosure action(s) dismissed as a result of entering into this Agreement, if permitted by applicable law, I will remain liable for and bear my own attorney fees and costs incurred in connection with any such action(s).
9. Borrower understands that the mortgage insurance premiums on the Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which the borrower may request cancellation of mortgage insurance may change as a result of the New Principal Balance.



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HUD MODIFICATION AGREEMENT

8300h 11/17



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(page 3 of 5)

Philip T. Hulberg  
PHILIP T. HULBERG -Borrower

Date: 7-16-18

Jennifer D. Hulberg AKA Jennifer G. Hulberg  
JENNIFER D. HULBERG AKA JENNIFER G. HULBERG -Borrower

Date: 7-16-18

[Space Below This Line For Acknowledgments]

State of Alabama

County of SHELBY

I, JAMES GARY Notary Public, hereby certify that  
(please print name)

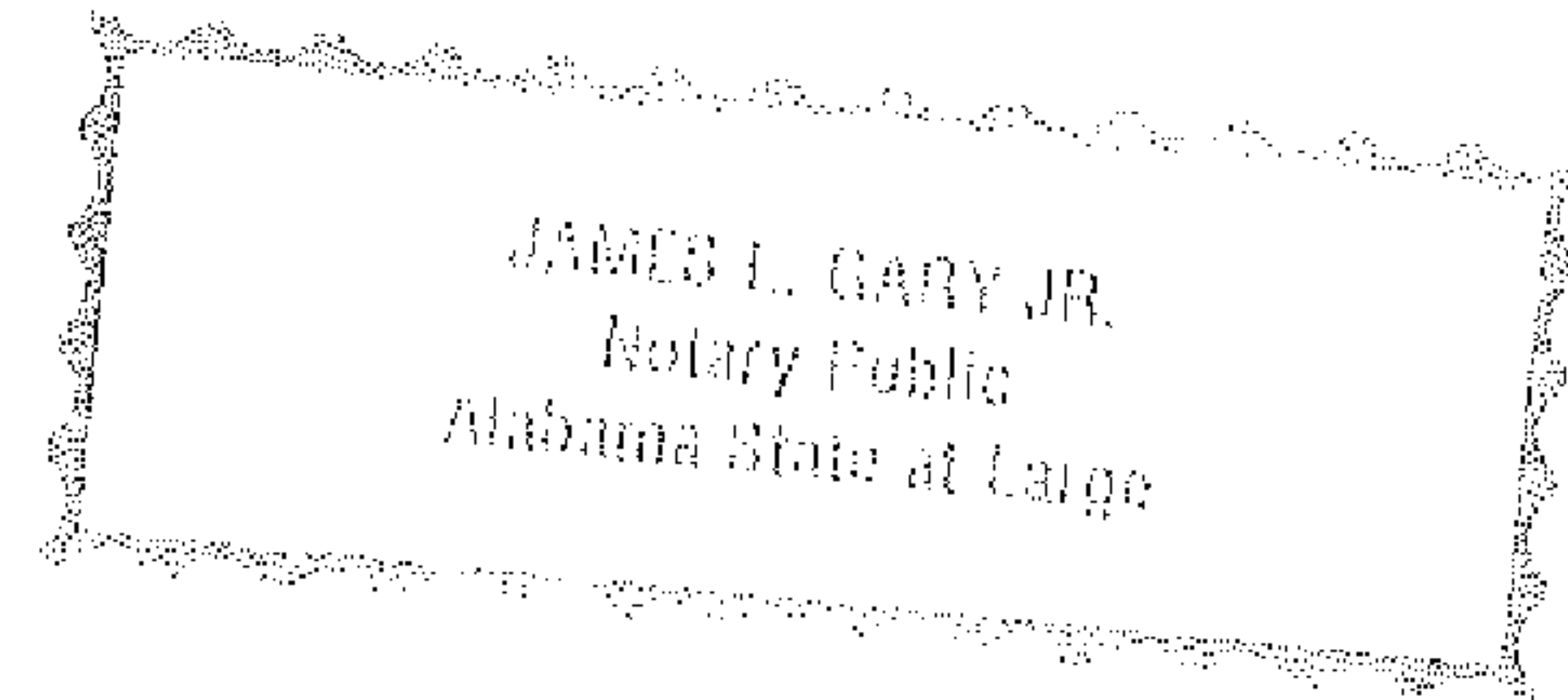
PHILIP T. HULBERG and JENNIFER D. HULBERG AKA JENNIFER G. HULBERG, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same

bears Date. Given under my hand this 16<sup>th</sup> day of JULY, A. D. 20 18

(signature of officer)

JAMES GARY  
(printed name of officer)

My commission expires: JULY 22, 2019



\* 6 0 5 0 9 2 3 8 6 Y G N M A \*  
HUD MODIFICATION AGREEMENT  
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\* 3 7 8 1 1 5 + 1 0 \*  
(page 4 of 5)

Nationstar Mortgage LLC d/b/a Mr. Cooper

By: [Signature] (Seal) - Lender

Name: Cheryl White

Title: Assistant Secretary

7-24-18

Date of Lender's Signature

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

The State of TX

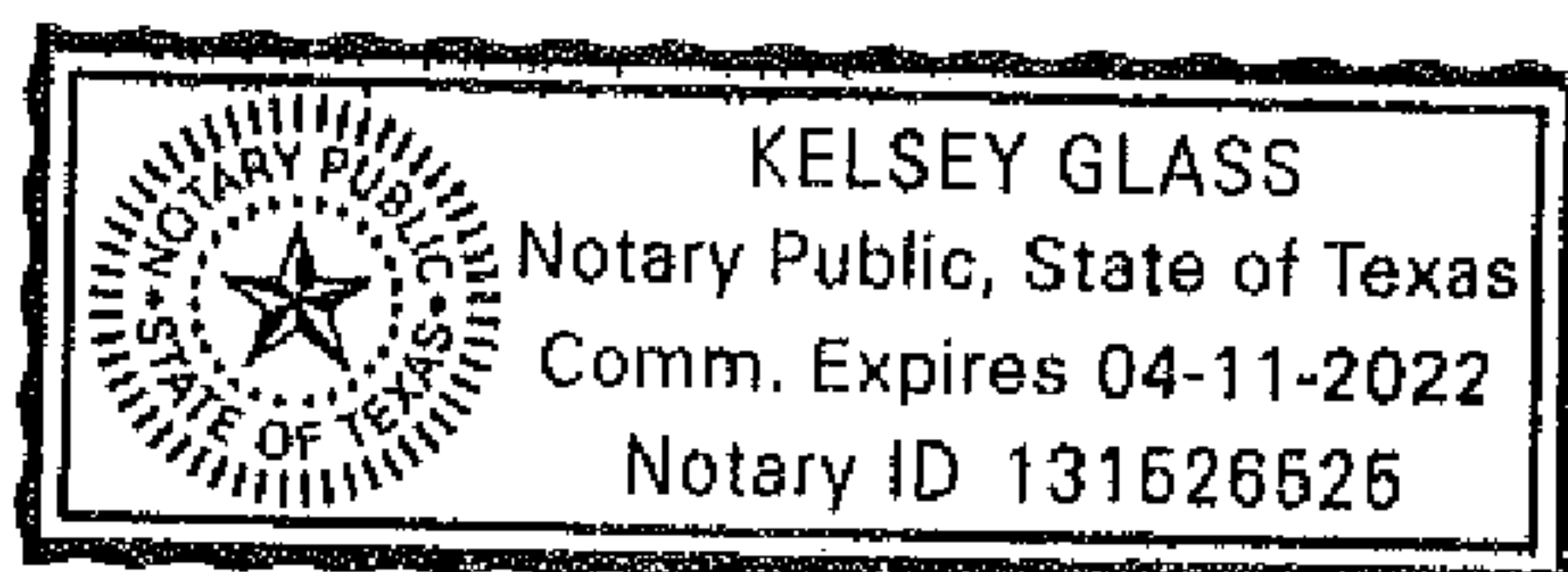
County of Dallas

Before me Kelsey Glass /Notary Public (name/title of officer) on this day

(Please Print Name)

personally appeared Cheryl White, the Assistant Secretary of Nationstar Mortgage LLC d/b/a Mr. Cooper, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24 day of July, A.D., 2018.



[Signature]  
Signature of Officer

Kelsey Glass

(Printed Name of Officer)

Notary Public  
Title of Officer

My Commission expires : 4/11/22

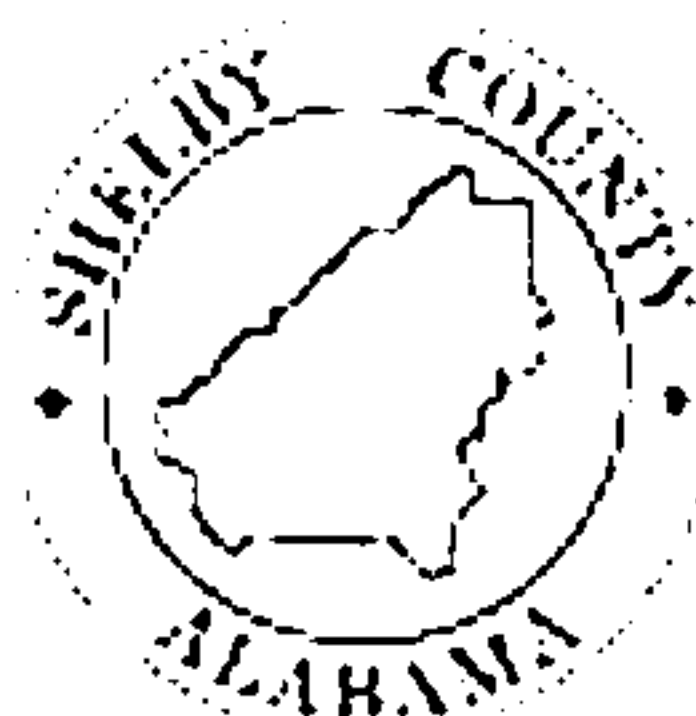


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(page 5 of 5)



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
07/26/2018 09:12:58 AM  
\$166.05 CHERRY  
20180726000266700

[Signature]