

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

This Document Prepared By:

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

20180907000321900  
09/07/2018 10:04:46 AM  
MORTAMEN 1/6

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_  
Original Recording Date: July 06, 2010 Loan No: 630827350  
Original Loan Amount: \$123,831.00 Investor Loan No: 205218127  
New Money: \$7,524.45 FHA Case No.: 011-6849569-703

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 27th day of July, 2018, between **MICHELLE MCCURDY-LOMAX, WIFE** and **RONALD BRAZELLE LOMAX, JR., HUSBAND** whose address is **1061 SAVANNAH LN, CALERA, AL 35040** ("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 **June 30, 2010** and recorded in Mortgage Book **N/A**, Page **N/A**, Instrument No: **20100706000212800** and recorded on **July 06, 2010**, 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  
**1061 SAVANNAH LN, CALERA, AL 35040,**  
(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 **September 1, 2018**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$117,241.84**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized, which is limited to escrows



\* 6 3 0 8 2 7 3 5 0 Y G O V \*  
HUD MODIFICATION AGREEMENT  
8300h 11/17



\* 3 8 0 6 4 5 + 1 0 \*

(page 1 of 5)

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 **4.750%**, from **September 1, 2018**. Borrower promises to make monthly payments of principal and interest of U.S. **\$611.59**, beginning on the **1st** day of **October, 2018**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **September 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. Our records indicate that you are the Debtor in an active bankruptcy proceeding. Please be advised that Court and/or Bankruptcy Trustee approval of this loan modification agreement may be required depending upon jurisdictional requirements. If approval of the loan modification is required, Nationstar Mortgage LLC d/b/a Mr. Cooper will not honor the loan modification agreement until evidence of the required approval is provided.



\* 6 3 0 8 2 7 3 5 0 Y G O V \*  
HUD MODIFICATION AGREEMENT  
8300h 11/17



\* 3 8 0 6 4 5 + 1 0 \*

7. 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.
8. 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.
9. 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 \$109,717.39. The principal balance secured by the existing security instrument as a result of this Agreement is \$117,241.84, which amount represents the excess of the unpaid principal balance of this original obligation.
10. 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).
11. 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.



\* 6 3 0 8 2 7 3 5 0 Y G O V \*  
HUD MODIFICATION AGREEMENT  
8300h 11/17



\* 3 8 0 6 4 5 + 1 0 \*

Michelle McCurdy Lomax  
MICHELLE MCCURDY-LOMAX - Borrower

Date: 8-21-18

Ronald Brazelle Lomax, Jr.  
RONALD BRAZELLE LOMAX, JR. - Borrower

Date: 8.21.18

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

State of Alabama

County of Jefferson

I, Spencer F Wilson Notary Public, hereby certify that  
(please print name)

**MICHELLE MCCURDY-LOMAX and RONALD BRAZELLE LOMAX, JR.**, 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 21<sup>st</sup> day of August, A. D. 2018.

Spencer F Wilson  
(signature of officer)

Spencer F Wilson  
(printed name of officer)

My commission expires: \_\_\_\_\_ **MY COMMISSION EXPIRES MAY 18, 2020**



\* 6 3 0 8 2 7 3 5 0 Y G O V \*  
HUD MODIFICATION AGREEMENT  
8300h 11/17



\* 3 8 0 6 4 5 + 1 0 \*

Nationstar Mortgage LLC d/b/a Mr. Cooper

By: *Cheryl White* (Seal) - Lender

Name: Cheryl White

Title: **Assistant Secretary**

8-31-18  
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

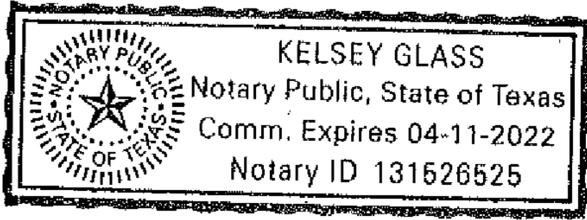
The State of TX  
County of Dallas

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 31 day of August, A.D., 2018

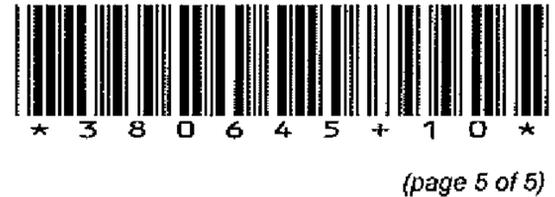
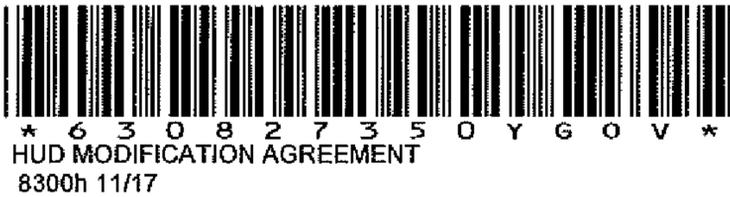


*Kelsey Glass*  
Signature of Officer

Kelsey Glass  
(Printed Name of Officer)

Notary Public  
Title of Officer

My Commission expires : 8/31/18



20180907000321900 09/07/2018 10:04:46 AM MORTAMEN  
6/6

### Exhibit "A"

Loan Number: **630827350**

Property Address: **1061 SAVANNAH LN, CALERA, AL 35040**

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA: LOT 14, ACCORDING TO THE SURVEY OF AMENDED MAP SAVANNAH POINTE, SECTOR IX, AS RECORDED IN MAP BOOK 37, PAGE 51A AND B, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
09/07/2018 10:04:46 AM  
\$205.95 DEBBIE  
20180907000321900

*Allie S. Bevil*



\* 6 3 0 8 2 7 3 5 0 Y G O V \*

12338 08/18 Exhibit A Legal Description Attachment



\* 3 8 0 6 4 5 + 1 0 \*

Page 1 of 1