

20190318000085140
03/18/2019 11:24:30 AM
MORTAMEN 1/14

Prepared By: Felicia Perry
Ocwen Loan Servicing, LLC
Attn: HAMP Modifications
P.O. Box 24737
West Palm Beach, FL 33416
Investor #: 12494

_____[Space Above This Line for Recording Data]_____

HOME AFFORDABLE MODIFICATION AGREEMENT (Step Two of Two-Step Documentation Process)

Servicer:	Ocwen Loan Servicing, LLC	
Original Mortgagor / Maker:	JUSTIN B. COLLINS AND RACHAEL P. COLLINS	
Marital Status:	MARRIED	
Original Mortgagee / Payee:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS), SOLELY AS NOMINEE FOR HOME1ST LENDING, LLC.	
Original Amount:	\$ 155,677.00	
Original Mortgage Date:	JULY 31, 2009	
Date Recorded:	AUGUST 13, 2009	
Reel / Book:	_____	Page / Liber: _____
CRFN / Document/Instrument #:	20090813000312710	
AP# / Parcel #:	23-7-26-0-008-030.000	
Property Address:	728 BARKLEY CIRCLE	
City: ALABASTER	County: SHELBY	State: ALABAMA
Present Holder of the Note and Lien:	OCWEN LOAN SERVICING, LLC	
Holder's Mailing Address:	5720 Premier Park Dr,	
(Including county)	West Palm Beach, FL 33407	
	Palm Beach County	
New Money	\$ _____	

LEGAL DESCRIPTION:

**Lot 43, according to the Survey of Silver Creek, Sector 1, as recorded in Map Book 26,
Page 144, in the Probate Office of Shelby County, Alabama.**

Registered Land (OH Only): ☐ YES ☐ NO
AFN# (OH Only): _____

District (NYC Only): _____ Section: _____ Block: _____ Lot: _____


District (MA Only): _____

Lot (DC Only): _____ Square: _____

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Certificate of Preparation

This is to certify that this instrument was prepared by Ocwen Loan Servicing, LLC, one of the parties named in the instrument.


Felicia Perry
Authorized Officer

LOSS MITIGATION

Ocwen Loan Servicing LLC
Loss Mitigation Department
5720 Premier Park Dr
West Palm Beach, FL 33407
1-800-850-4622

E



Loan Number: 0602405768
Investor Loan Number: 202868440
Investor/Owner: Everbank
This document was prepared by Ocwen Loan Servicing, LLC

After Recording Return To:
Ocwen Loan Servicing, LLC
Attention: Modification Processing
PO Box 24737
West Palm Beach, FL 33416-9838

FHA Case No. 0116460843

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HOME AFFORDABLE MODIFICATION AGREEMENT

The debtor(s), Justin B Collins
Non-Obligor (contributor): Rachael P Collins
Everbank through the servicer of the underlying mortgage loan agreement, Ocwen Loan Servicing, LLC, have agreed to modify the terms of said underlying mortgage loan agreement. Everbank is the owner of the loan and retains all rights to collect payments as per the underlying mortgage loan agreement. Ocwen Loan Servicing, LLC, remains servicer for said underlying mortgage loan agreement.

Borrower ("I"): Justin B Collins
Non-Obligor (contributor): Rachael P Collins

Lender/Service or Agent for Lender/Service ("Lender"): Ocwen Loan Servicing, LLC
Investor/Owner: Everbank
Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 07/31/2009
Loan Number: 0602405768

Property Address ("Property"): 728 Barkley Cir
Alabaster, AL 35007

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. My Representations. I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future.
- B. I live in the Property as my principal residence, and the Property has not been condemned.
- C. There has been no change in the ownership of the Property since I signed the Loan Documents.
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for a modification of the Loan Documents)
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct and
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so and
- G. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan.
- H. If I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents. Based on this representation, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.

2. Acknowledgements and Preconditions to Modification. I understand and acknowledge that:

- A. Time is of the essence under this Agreement.
- B. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents

1.944_A_672H_5000032_004_10_000_004_000_000

- Interest at the rate of 4.75% will begin to accrue on the Interest Bearing Principal Balance as of 01/01/2019 and the first new monthly payment on the Interest Bearing Principal will be due on 02/01/2019.

Years	Interest Rate (%)	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1 - 30	4.75	01/01/2019	\$804.30	\$260.06	\$1,064.36	02/01/2019	360

The above terms in this Section 3. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

- C. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- D. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. Funds for Escrow Items. I will pay to the Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments the Lender requires to be escrowed. These items are called "Escrow Items". I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.D. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its right under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.D.





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- I. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property 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 circumstance, to assume the Loan. Except as noted herein, this Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer or transferee of the Property.
- J. That, as of the Modification Effective Date, any provision in the Note, as amended for the assessment of a penalty for full or partial prepayment of the Note is null and void.
- K. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in the first lien position and/or is fully enforceable upon modification and that if, under any circumstances and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s), and/or subordination agreement(s), then the terms of this Agreement will not become effective on Modification Effective Date and the Agreement will be null and void.
- L. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification Program.
- M. Mortgage Electronic Registration Systems, Inc. (MERS) is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In the cases where the loan has been registered with MERS who has only legal title to the interests granted by the Borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage Loan.
- N. In the event of a future default only, Borrower authorizes Lender, and Lender's successors and assigns, to share its contact information with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative. For purposes of this section, Third Parties are limited to HUD-certified housing counseling agencies or state or local government housing finance agencies.
- O. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this section 4.N. shall be referred to as "Documents". I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement. This Agreement may not be supplemented, changed, modified or omitted except by written document executed by both me and Ocwen. This Modification constitutes



the entire agreement between me and Ocwen and, supersedes all previous negotiations and discussions between me, Ocwen and/or Ocwen predecessors in interest, and neither prior evidence nor any prior or other agreement shall be permitted to contradict or vary its terms. There are no promises, terms, conditions, or obligations other than those contained in this Agreement.

- P. That the mortgage insurance premiums on my 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 I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.



BORROWER ACKNOWLEDGEMENT

IMPORTANT – Do NOT sign this Agreement unless you are in the presence of a notary. If extenuating circumstances prevent one notary signature, separately signed and notarized agreements will be accepted; however, the agreements must be returned in the same package to Ocwen Loan Servicing, LLC.

Each of the Borrower(s) and the Lender acknowledge that no representations, agreements or promises were made by the other party or any of its representatives other than those representations, agreements or promises specifically contained herein. This Agreement, and the Note and Security Instrument (as amended hereby) set forth the entire understanding between the parties. There are no unwritten agreements between the parties.

All individuals on the mortgage, note and the property title must sign this Agreement.

3/5/19
Date
3/5/19
Date

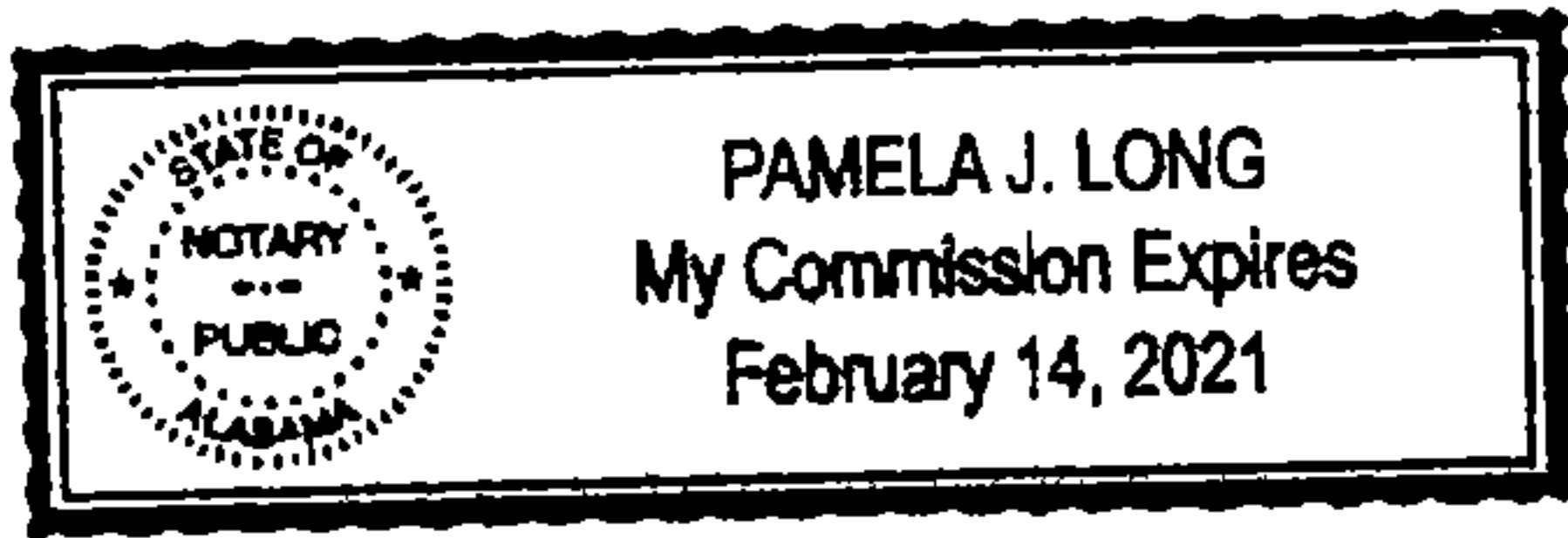
[Signature]
Justin B Collins
Rachael P. Collins
Rachael P Collins




State of Alabama
County of Jefferson

On this 5 day of March, 2019, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Rachael P Collins Justin B Collins personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.





Notary Public
My Commission Expires: 2-14-21



20190318000085140 03/18/2019 11:24:30 AM MORTAMEN
12/14

**D. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF
ALABAMA, COUNTY OF SHELBY, AND DESCRIBED AS FOLLOWS:**

LOT 43, ACCORDING TO THE SURVEY OF SILVER CREEK, SECTOR 1, AS RECORDED IN MAP BOOK 26, PAGE
144, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

LENDER ACKNOWLEDGEMENT

(For Lender's Signature Only)

Lender acknowledges that no representations, agreements or promises were made or any of its representations other than those representations, agreements or promises specifically contained herein. This Agreement, and the Note and Security Instrument (as amended hereby) set forth the entire understanding between the parties. There are no unwritten agreements between the parties.

Ocwen Loan Servicing, LLC

Felicia Perry

Authorized Officer

Felicia Perry

MAR 13 2019

Date

State of Florida

County of Palm Beach

On this ___ day of MAR 13 2019, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Felicia Perry, personally known to me or identified to my satisfaction to be the person who executed the within instrument as Authorized Officer of Ocwen Loan Servicing, LLC., said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

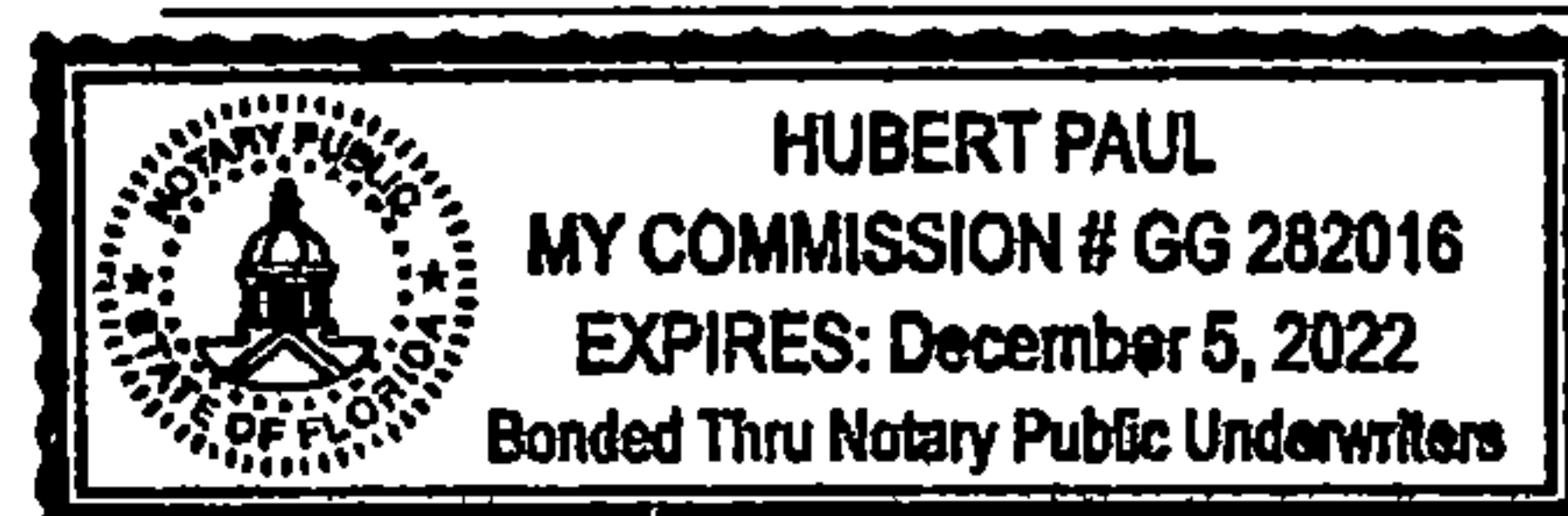
Witness my hand and official seal.

Hubert Paul

Notary Public

Hubert Paul

My Commission Expires: _____



OCWEN LOAN SERVICING, LLC

Felicia Perry

By: Felicia Perry

Authorized Officer

Date: 13-March-2019

WITNESSES:

Desmond Cummings

Nadia S Cordero

STATE OF Florida }
COUNTY OF Palm Beach }

On 13-March-2019, before me, the undersigned Notary Public, personally appeared Felicia Perry , Authorized Officer of Ocwen Loan Servicing, LLC, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that her executed the same in her capacity, that by her signature on the instrument, the individual(s) or person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the county of Palm Beach, State of Florida.

Witness my hand and official seal.

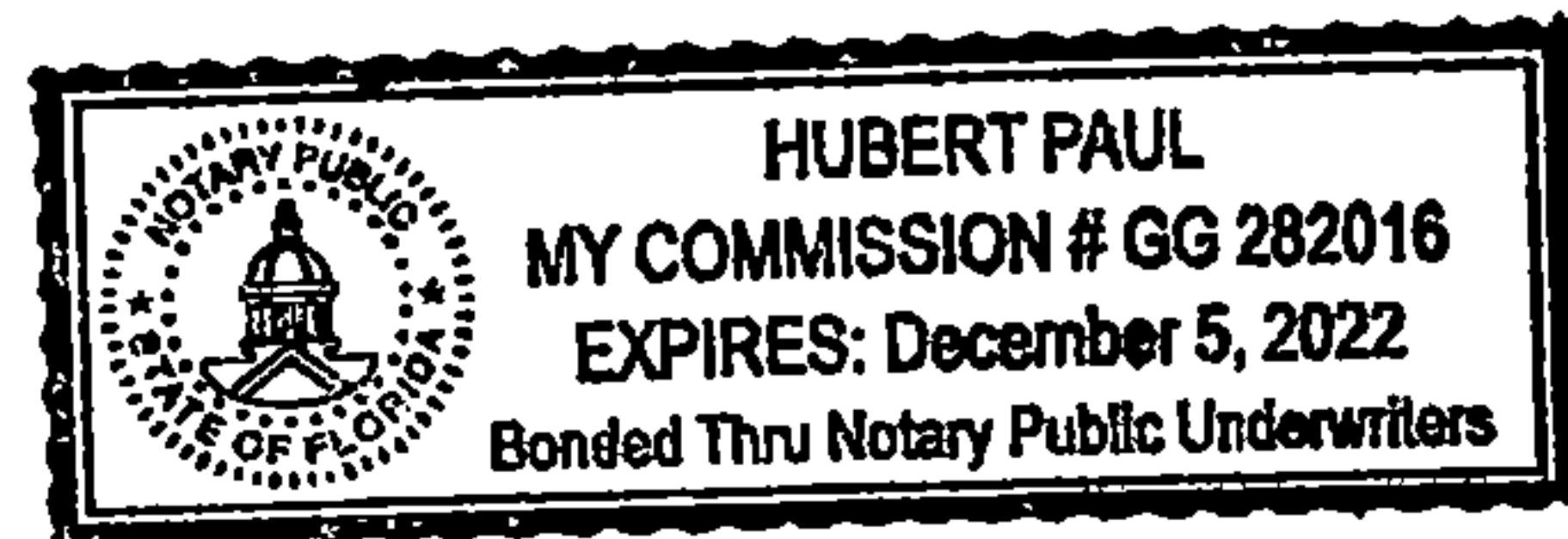
Hubert Paul

Notary –

State of Florida
County of Palm Beach
Hubert Paul

Prepared by:

Felicia Perry
Felicia Perry



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/18/2019 11:24:30 AM
\$285.30 CHERRY
20190318000085140

Allie S. Bayl