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04/01/2021 04:10:14 PM  
MORTAMEN 1/9

Prepared by: Regina M. Uhl  
AsurityDocs  
717 N. Harwood, Suite 1600  
Dallas, TX 75201

Recording Requested By and Return To:  
SERVISOLUTIONS  
7460 HALYCON POINTE DR., STE  
MONTGOMERY, AL 36117

Source of Title: Deed Book \_\_\_\_\_, Page \_\_\_\_\_

\_\_\_\_\_  
(Space Above This Line For Recording Data) \_\_\_\_\_  
Loan No. 2015027547 Data ID: 118  
Borrower: DAVID S. HAMMETT  
Original Recorded Date: March 24, 2017 Original Principal Amount: \$244,489.00  
FHA CASE NO.: 0118504300 703 Modified Principal Amount: \$229,479.14  
Modified Interest Bearing Amount: \$243,708.10

### **FHA HOME AFFORDABLE MODIFICATION AGREEMENT**

(Step Two of Two-Step Documentation Process)

MERS Phone: 1-888-679-MERS (6377) MIN: 100670800021990940

Borrower ("I")<sup>1</sup>: DAVID S. HAMMETT AND HEATHER HAMMETT, HUSBAND AND WIFE, whose  
address is 3203 GARDEN WALK, BIRMINGHAM, AL 35242

Lender ("Lender"): ALABAMA HOUSING FINANCE AUTHORITY, 7460 HALCYON POINTE DRIVE,  
SUITE 200, MONTGOMERY, AL 36117

Date of First Lien Security Instrument ("Mortgage") and Note ("Note"): October 28, 2016

Loan Number: 2015027547

Property Address: 3203 GARDEN WALK, BIRMINGHAM, AL 35242 ("Property")

"MERS" is Mortgage Electronic Registration Systems, Inc. ("Mortgagee"). MERS is a separate  
corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS  
is 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.

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

<sup>1</sup> If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this  
document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

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Recorded in INSTRUMENT #20170324000098390 of the Official Records of the County Recorder's or Clerk's Office of SHELBY COUNTY, ALABAMA.

If my representations in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the First Lien Mortgage on the Property, and (2) the Note secured by the First Lien Mortgage. The First Lien Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents; I previously entered into the Trial Period Plan and the Loan Workout Plan with Lender.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. 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 the FHA Home Affordable Modification program ("Program"));
- 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;
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
- G. I have timely made or will make all payments required under a Trial Period Plan or Loan Workout Plan.

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**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 will not be modified and this Agreement will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

**3. The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on **October 1, 2020** (the "Modification Effective Date") and all unpaid late charges that remain unpaid are waived. The Loan Documents will be modified and the first modified payment will be due on **November 1, 2020**.

- A. The new Maturity Date will be: **October 1, 2050**.
- B. The modified Principal balance of my Loan will include all amounts and arrearages that will be past due (excluding unpaid late charges) less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my Loan will be **\$243,708.10** (the "New Principal Balance").
- C. Interest at the rate of **3.375%** will begin to accrue on the New Principal Balance as of **October 1, 2020** and the first new monthly payment on the New Principal Balance will be due on **November 1, 2020**. My payment schedule for the modified Loan is as follows:

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Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1-30	3.375	10/01/20	\$1,077.42	\$386.58, may adjust periodically	\$1,464.00, may adjust periodically	11/01/20	360

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

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. 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.C.

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**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 unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
- 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. That I have been advised of the amount needed to fully fund my Escrow Account.
- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed. The Loan Documents constitute a first lien on the Property and are in no way prejudiced by this Agreement.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. This Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer of the Property.
- H. That MERS holds only legal title to the interests granted by the Borrower in the mortgage, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) 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.



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In Witness Whereof, the Lender and I have executed this Agreement.

Date: 3/17/21

  
.....(Seal)  
DAVID S. HAMMETT —Borrower

- Individual Acknowledgment -

STATE OF ALABAMA  
COUNTY OF SHELBY

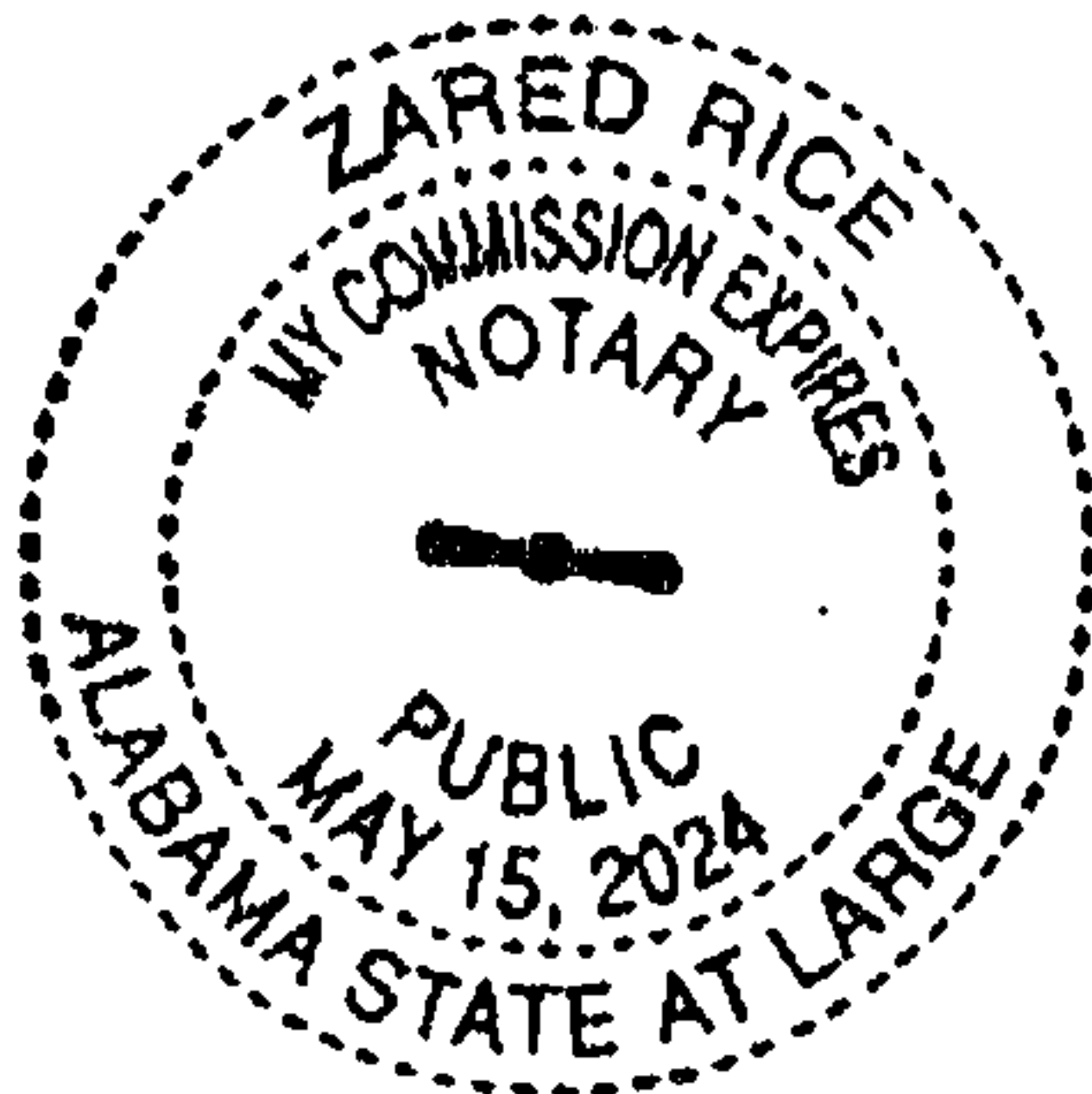
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§

I, Zared Rice, a Notary Public, hereby certify that  
DAVID S. HAMMETT

whose name are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this 17<sup>th</sup> day of March, A.D. 2021.

[Seal]



Zared Rice

Notary Public

My commission expires: 5/15/24

Loan No: 2015027547

Data ID: 118

Date: march 22, 2021

Lender: ALABAMA HOUSING FINANCE AUTHORITY

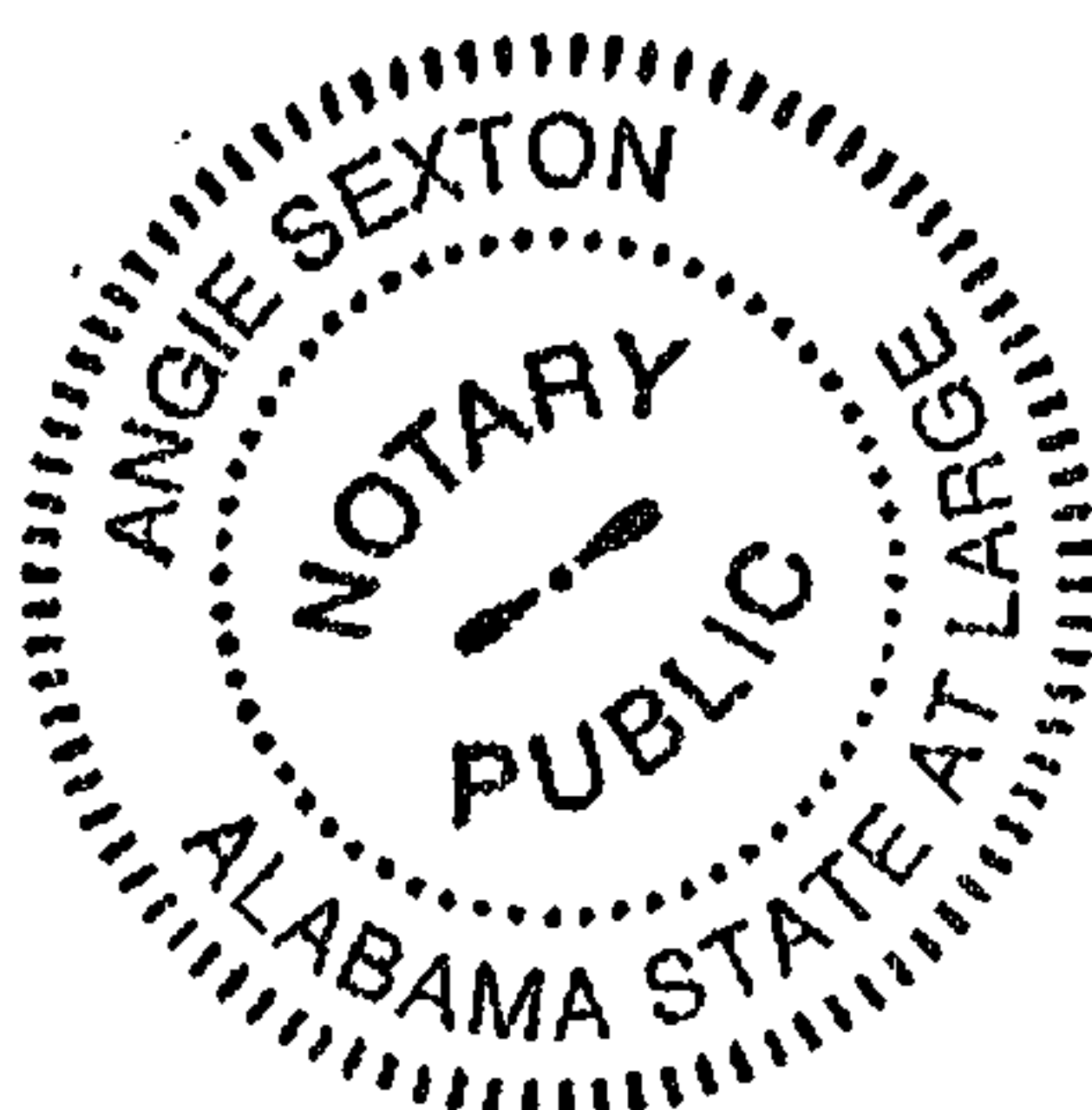
By: [Signature]  
ANTHONY BOX, SERVICING ADMINISTRATOR

- Lender Acknowledgment -

STATE OF  
COUNTY OF

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§

The foregoing instrument was acknowledged before me this  
22 day of march, 20 21, by ANTHONY BOX, SERVICING  
ADMINISTRATOR of ALABAMA HOUSING FINANCE AUTHORITY, on behalf of the entity.



[Signature]  
Notary Public  
Angie Sexton  
(Printed Name)  
My commission expires: 9-18-21

Loan No: 2015027547

Data ID: 118

Date: March 22, 2021

Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Mortgagee, as nominee for ALABAMA HOUSING FINANCE AUTHORITY, its successors and assigns

By: [Signature]  
ANTHONY BOX

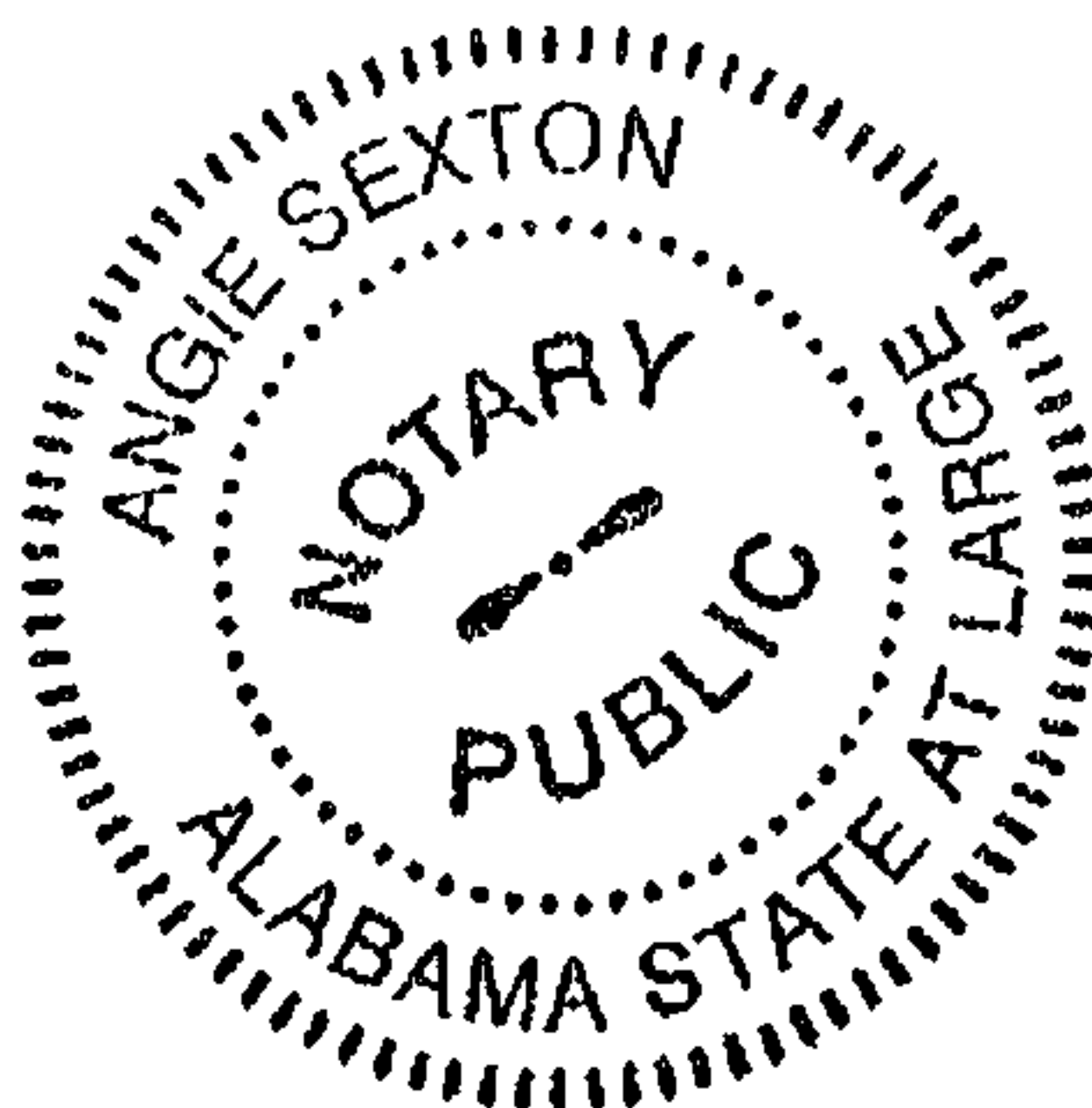
Its: SERVICING ADMINISTRATOR

- Mortgage Acknowledgment -

STATE OF  
COUNTY OF

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§

The foregoing instrument was acknowledged before me this 22 day of March, 2021, by ANTHONY BOX, SERVICING ADMINISTRATOR of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., on behalf of the entity.



[Signature]  
Notary Public

Angie Sexton  
(Printed Name)

My commission expires: 9-18-21



Loan No: 2015027547

Data ID: 118

Borrower: DAVID S. HAMMETT

Property Address: 3203 GARDEN WALK, BIRMINGHAM, AL 35242

## LEGAL DESCRIPTION

### EXHIBIT A

Lot 1, Block 5, according to the Survey of Sunny Meadows, as recorded in Map Book 8, page 18, A, B and C in the Office of the Judge of Probate of Shelby County, Alabama.

Subject to: All easements, restrictions and rights of way of record.

The proceeds of this loan have been applied to the purchase price of the property herein conveyed to mortgagor simultaneously herewith.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
04/01/2021 04:10:14 PM  
\$411.70 CHERRY  
20210401000163320

*Allen S. Bayl*