

Prepared by:
SUNTRUST MORTGAGE, INC.
121 E.E. BUTLER PKWY
GAINESVILLE, GA 30501
Return to:
RVW 5093
SUNTRUST MORTGAGE, INC.
1001 SEMMES AVENUE
RICHMOND, VIRGINIA 23224

Parcel Number:

[Space Above This Line For Recording Data]

* Maturity date has NOT
changed
New Loan No: 0208514224

"NO NEW MONIES"

Orig Loan No:

LOAN MODIFICATION AGREEMENT

(Providing for Adjustable Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **23rd** day of **February, 2009**, between **JOSEPH A MILLER III, LISA S MILLER, HUSBAND AND WIFE** ("Borrower") and **SUNTRUST MORTGAGE, INC.** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed, as amended or supplemented by any modification agreement prior to the date hereof (the "Security Instrument"), dated **February 29, 2008** and recorded in Book/Liber N/A, at Page(s)/Folio(s) **1-24**, as Instrument No. **20080306000092280**, of the official Records of **SHELBY COUNTY, Alabama** [County and State, or other Jurisdiction] and (2) the Note, as amended or supplemented by any modification agreement prior to the date hereof, in the original principal sum of **\$720,000.00** 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

635 BAYHILL ROAD, BIRMINGHAM, AL 35244

[Property Address]

the real property described being set forth as follows:
SEE ATTACHED SCHEDULE A

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

SECTION I.

1. As of **February 23, 2009**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$720,000.00**, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.

Tax Note. (Intangibles, documentary stamp, or other) taxes in the amount of \$ paid herein on new advances. Taxes were paid on the original loan dated and recorded as set out above, in the amount of \$ New advances are \$	are being . .
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2. The terms of the Note are amended as follows:

Payments.

(A) Time of Payments

I will make a payment every month on the first day of the month beginning on **April, 2009**.

I will make payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and if the payment includes both principal and interest, it will be applied to interest before Principal. If, on **March 1, 2038** I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the Maturity Date.

(B) Amount of Monthly Payments (Select One Option Only)

☐ **Adjustable Rate Note.** Each of my monthly payments will be in the amount of U.S. \$ _____ until the first Change Date. After the first Change Date, my monthly payment will be in an amount sufficient to repay the principal and interest at the rate determined in the section entitled "Adjustable Interest Rate and Monthly Payment Changes" of the Adjustable Rate Rider attached hereto and incorporated herein ("ARM Rider"), in substantially equal installments by the Maturity Date.

☒ **Interest Only Adjustable Rate Note** Each of my monthly payments will be in the amount of U.S. \$**3,900.00** until the first Change Date. After the first Change Date, my monthly payment will be in an amount sufficient to pay accrued interest, at the rate determined as described in the section of the ARM Rider entitled "Interest Rate and Monthly Payment Changes" until **March 1, 2018**. Beginning on **April 1, 2018** and the first day of each and every month thereafter, (the "Amortization Period"), my monthly payment will be in an amount sufficient to repay the principal and interest in substantially equal installments by the Maturity Date.

3. 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, 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, as amended by this Agreement.

4. Borrower warrants that there are no defenses, counterclaims or setoffs to the Note or Security Instrument to the date of this Agreement, and waives and releases any which may exist.

☒ **SECTION II. IF THE BOX IS CHECKED, THIS AGREEMENT ALSO INCLUDES A CHANGE IN OR ADJUSTMENT TO THE INTEREST RATE, A NEW ARM RIDER IS ATTACHED TO THIS AGREEMENT, AND PARAGRAPHS 1, 2, AND 3 BELOW ARE ADDED TO AND MADE A PART OF THIS AGREEMENT.**



1. **The terms of the Note are amended as follows:**


Borrower's Right To Prepay. I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "Prepayment". When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date of my monthly payment unless the Note Holder agrees in writing to those changes. If the partial Prepayment is made during a period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest. If the partial Prepayment is made during the period when my payments consist of principal and interest, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

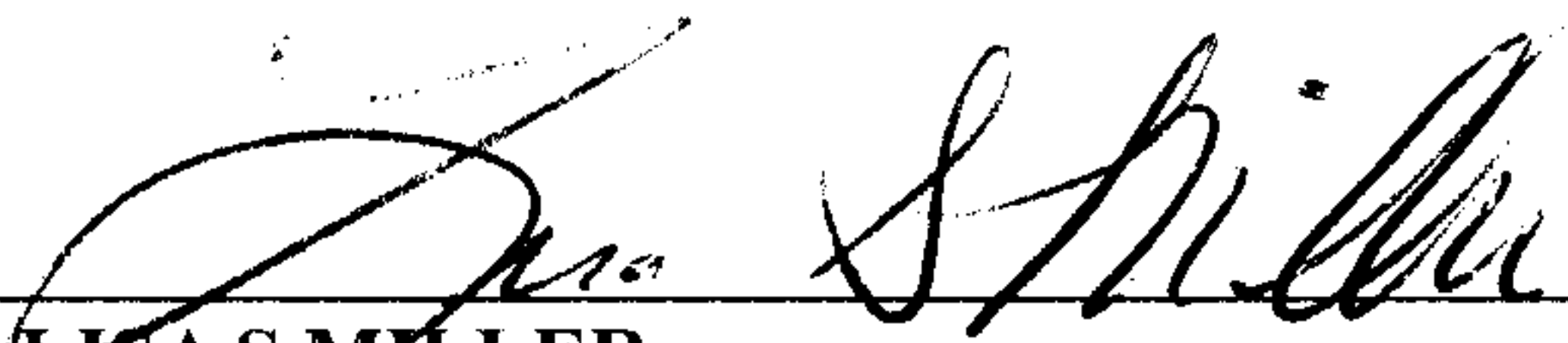
2. The Note and Security Instrument are amended to add Interest Rate and Monthly Payment Changes as well as Transfer of the Property or a Beneficial Interest in Borrower as provided in the ARM Rider.
3. Borrower also will comply with all other covenants, agreements, and requirements of the Note and Security Instrument; however, the following terms and provisions are forever canceled, null and void, and are replaced with the terms provided in this Agreement, as of the date of this Agreement:
- (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;
 - (b) all terms and provisions of any adjustable rate rider, where applicable, 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; and
 - (c) all terms and provisions of the Note and Security Instrument or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument (if any) providing for, implementing, or relating to payment, the Borrower's Right to Prepay, or Transfer of the Property or a Beneficial Interest in Borrower.



EXECUTED as of the day and year first written above.



JOSEPH A MILLER III (Seal)
-Borrower



LISA S MILLER (Seal)
-Borrower

(Seal)
-Borrower

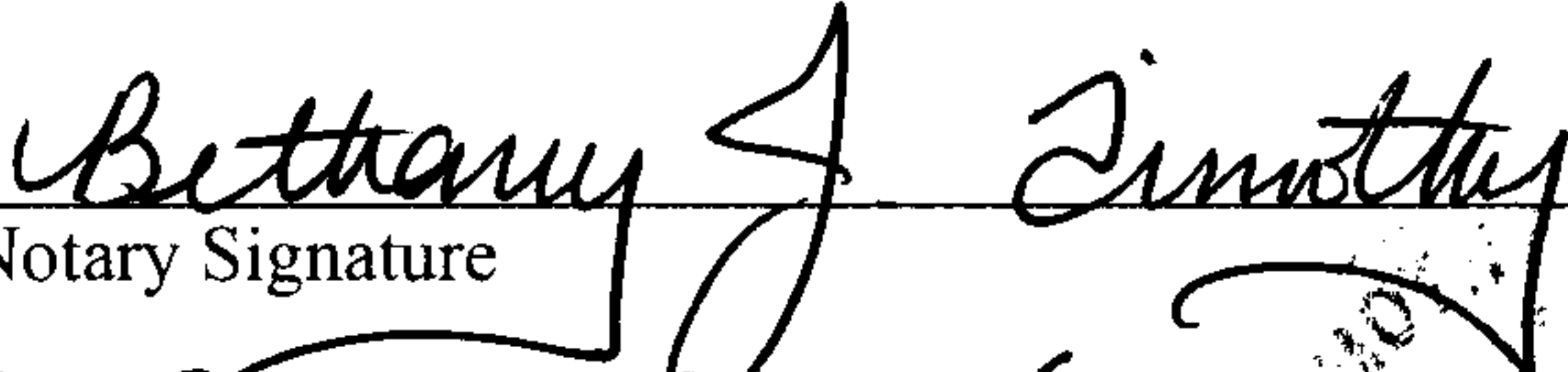
(Seal)
-Borrower

BORROWER

State of Alabama §
County of Shelby §

On this the 24 day of February 2009, before me Bethany J. Timothy, NP
[here insert name and title of the officer], personally appeared Joseph A Miller III; Lisa S Miller
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Signature
Sr Financial Sales Consultant

Title (or Rank)

Serial/Notary Registration Number

My Commission Expires:

**My Commission
Expires 9-17-2011**

(Seal)



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE:
SUNTRUST MORTGAGE, INC.

By: *Debbie Copeland*
Title: DEBBIE COPELAND, A.V.P.

LENDER

State of GA
County of Forsyth

§
§

On this the 23rd day of February 2009, before me, **KATHY S. ORR, OFFICER**
[here insert name and title of the officer], personally appeared DEBBIE COPELAND, A.V.P.,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

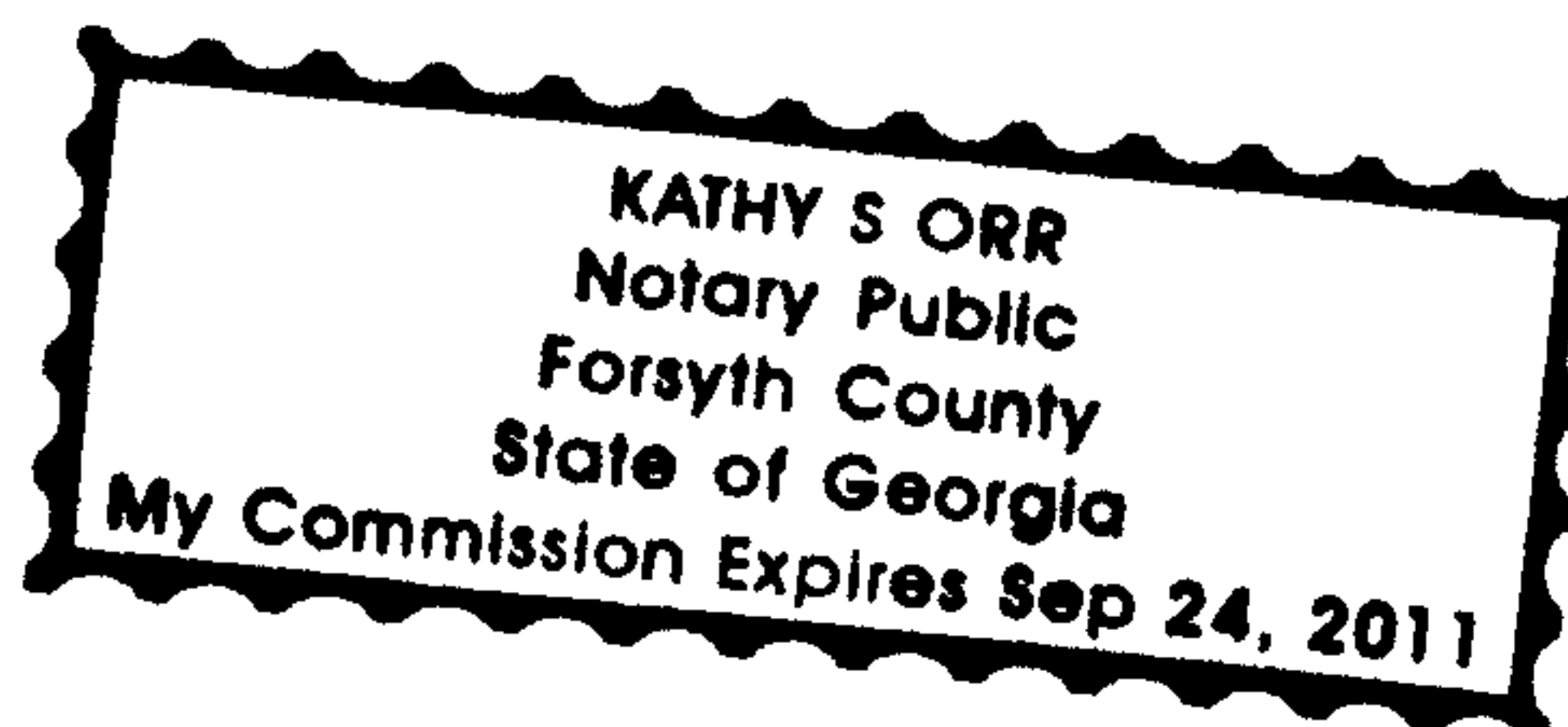
WITNESS my hand and official seal.

Kathy S. Orr
Signature of Person Taking Acknowledgment
Notary Public
Title (or Rank)

Serial/Notary Registration Number

(Seal)

My Commission Expires: 9/24/11



Schedule "A"

JAMES L. LEM

Lot 1A, according to the Resurvey of Heatherwood Forest, Sector 1 and Lot 22 Heatherwood, 4th Sector, 2nd Addition, as recorded in Map Book 33, page 16, in the Probate Office of Shelby County, Alabama.



20090323000107040 6/6 \$26.00
Shelby Cnty Judge of Probate, AL
03/23/2009 01:57:07PM FILED/CERT