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**LOAN AMOUNT INCREASE #1**
LOAN MODIFICATION AGREEMENT
(Providing for Adjustable Interest Rate)

MIN **1001156-0009893702-9**

This Loan Modification Agreement ("Agreement"), made this **1st** day of **September**, **2006**, between **LOUIS HILL, KATHERINE HILL,** ("Borrower") and The Huntington National Bank ("Lender"), Mortgage Electronic Registration System, Inc, ("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **April 12, 2006 *** and granted or assigned to Mortgage Electronic Registration Systems, Inc, as mortgagee of record (soley as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-6377 and filed for record on _____ at _____ ,in Official Record _____, Recorder's Office **JEFFERSON** County, **Alabama** 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

**LOT 618 HIGHLAND VIEW DRIVE BIRMINGHAM, AL 35242**

the real property described being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF.**

*** being recorded in Instrument #20060421000188100 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 Agreement):

1. As of **September 1**, **2006**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. $ **1,237,000.00** consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date. The orignial mortgage amount of $1,150,000.00 has been increased by $87,000.00 by this loan modification agreement.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **6.5000 %** (the "initial rate of interest"), from **September 1, 2006**. The Borrower promises to make monthly payments of principal and interest of U.S. $ **7,907.07** beginning on the **1st** day of **June, 2007** and continuing thereafter on the same day of each month until principal and interest are paid in full. If on **May 1, 2036** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

   The Borrower understands and agrees that the initial rate of interest may change on the **1st** day of **May**, **2013**, and on that day every 12th month thereafter on the "change date" as such term is defined in the Note and Security Instrument.

   The Borrower will make such payments at The Huntington National Bank, P.O. Box L5822, Columbus, OH 43268-5822 or at such other places the Lender may require.
3. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument, including:

   (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 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 above.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

4. 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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Witness: _____ Louis Hill
LOUIS HILL

Witness: _____ Katherine Hill
KATHERINE HILL

Witness: Rhonda S. Stewart
RHONDA STEWART

Witness: Patricia Uhlig
PATRICIA UHLIG

Lender : The Huntington National Bank

By: Rhonda Ranney
RHONDA RANNEY , ASST VICE PRES

Mortgagee: Mortgage Electronic Registration Systems, Inc.

By: Rhonda Ranney
RHONDA RANNEY
ASST VICE PRES

State of Ohio
Franklin County ss:

On this 6th day of September, 2006 before me, a Notary Public in and for said county and state, personnally appeared LOUIS HILL, KATHERINE HILL, the individual (s) who executed the foregoing instrument and acknowledged that they did examine and read the same and did sign the foregoing instrument, and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires; 01-02-2008 _____ (Notary Public)

(seal)

NOTARIAL SEAL STATE OF OHIO

BRENDA FANNIN
Notary Public, State of Ohio
My Commission Expires 01-02-08

State of OHIO
FRANKLIN County ss:

On this 1st day of September, 2006 before me, a Notary Public in and for said county and state, personnally appeared RHONDA RANNEY, ASST VICE PRES, the individual (s) who executed the foregoing instrument and acknowledged that they did examine and read the same and did sign the foregoing instrument, and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires; 7/14/07 _____ (Notary Public)

(seal)

NOTARIAL SEAL STATE OF OHIO

RHONDA S. STEWART
Notary Public, State of Ohio
My Commission Expires 07-14-07

Prepared by: RHONDA STEWART
The Huntington National Bank, 7575 Huntington Park Drive/HM3020, Columbus, Ohio 43235



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# EXHIBIT A
# LEGAL DESCRIPTION

Lot 618, according to the Map of Highland Lakes, 6th Sector, an Eddleman Community, as recorded in Map Book 23, Page 153 A&B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Inst. #1996-17543 and amended in Inst. # 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 6th Sector, recorded as Instrument No. 1998-12385 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

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