

Capped amt: \$16,361.95

20070221000079370 1/6 \$243.50  
Shelby Cnty Judge of Probate, AL  
02/21/2007 12:13:09PM FILED/CERT

When recorded mail to: **MR**  
First American Title Lenders Advantage  
Loss Mitigation Title Services- LMTS  
1100 Superior Ave., Ste 200  
Cleveland, OH 44115 **3235996**  
Attn: National Recordings 1120

Document Prepared by:  
Rachel Fulks  
US Bank, NA  
4801 Frederica Street  
Owensboro, Kentucky 42301

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4800158818

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **18TH** day of **OCTOBER, 2006**,  
between **THOMAS G WEBSTER**, *a married man*

("Borrower") and **US BANK, NA**

("Lender"), and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, 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, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **AUGUST 26, 2002** and recorded in **Instrument No. 20020911000436440**, of the **Official** Records of

[Name of Records]

**SHELBY COUNTY, ALABAMA**

[County and State, or other Jurisdiction]

and (2) the Note, bearing the same date as,

and secured by,

the Security Instrument, which has been assigned MERS Registration No. **1000212 4800158818 3**

and MERS Registration Date **JUNE 20, 2005**

, and which covers the real and

personal property described in the Security Instrument and defined therein as the "Property", located at

**264 BATES RD, VINCENT, ALABAMA 35178**

[Property Address]

the real property described being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;**

WEBSTER  
11201294

AL

FIRST AMERICAN LENDERS ADVANTAGE  
MODIFICATION AGREEMENT



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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):

1. As of **NOVEMBER 1, 2006**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **144,973.39**, consisting of the amount(s) loaned to Borrower by Lender and interest capitalized to date in the amount of U.S. \$ **16,361.95**.
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 **7.750** %, from **NOVEMBER 1, 2006**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,038.61**, beginning on the **1ST** day of **DECEMBER, 2006**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **7.750** % will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on **NOVEMBER 01, 2036** (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.

Borrower will make such payments at **4801 FREDERICA STREET  
OWENSBORO, KENTUCKY 42301** or at such other place as Lender may require.

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 this 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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this 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:

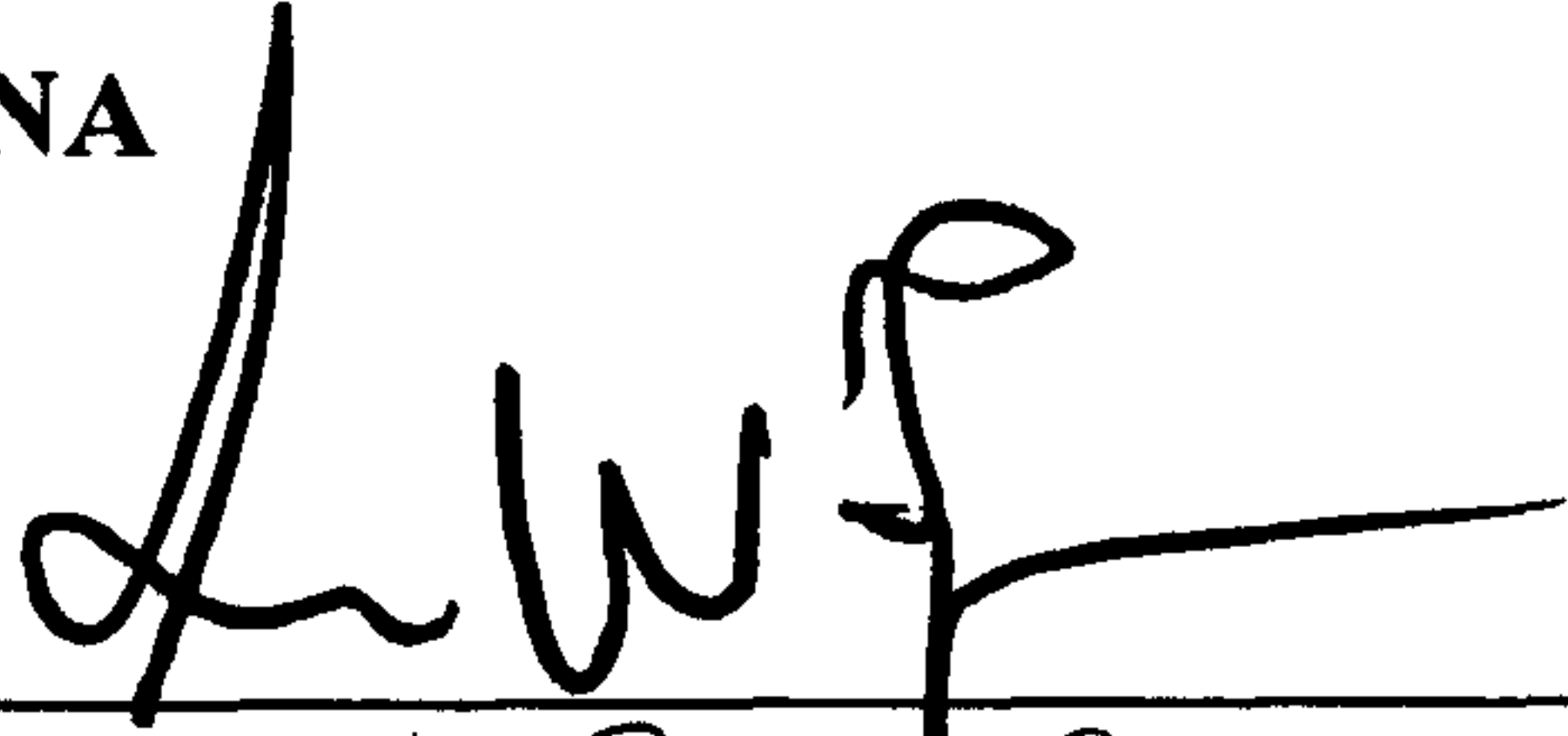
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards 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.



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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. 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.

US BANK, NA

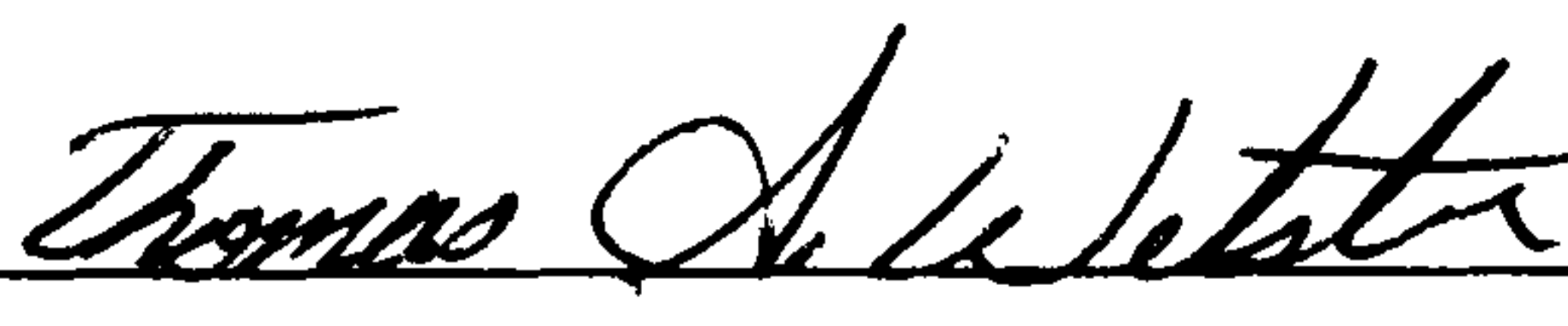


Name: Gregg W. Speer  
Its: Senior Vice President

-Lender



THOMAS G WEBSTER



- Borrower



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**BORROWER ACKNOWLEDGMENT**

STATE OF Alabama ,

COUNTY SS: Shelby

On this 28<sup>th</sup> day of October, 2006 , I, Jessica Wasserman ,  
a Notary Public in and for said county and in said state, hereby certify that  
**THOMAS G WEBSTER**

whose name(s) signed to the foregoing conveyance, and who known to me, acknowledged before me that,  
being informed of the contents of the conveyance, executed the same voluntarily and as  
act on the day the same bears date.

Given under my hand and seal of office, this the 28<sup>th</sup> day of October, 2006 .

My commission expires:

**MY COMMISSION EXPIRES MARCH 7, 2010**

Notary Public

**LENDER ACKNOWLEDGMENT**

STATE OF KENTUCKY

COUNTY OF DAVISS

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October, 2006 by  
**Gregg W. Speer** , the **Senior Vice President**  
of US Bank, NA

a Financial Corporation , on behalf of said entity.

Signature of Person Taking Acknowledgment

Printed Name

Shanahan D. Owen

Title or Rank

Notary Public

Serial Number, if any

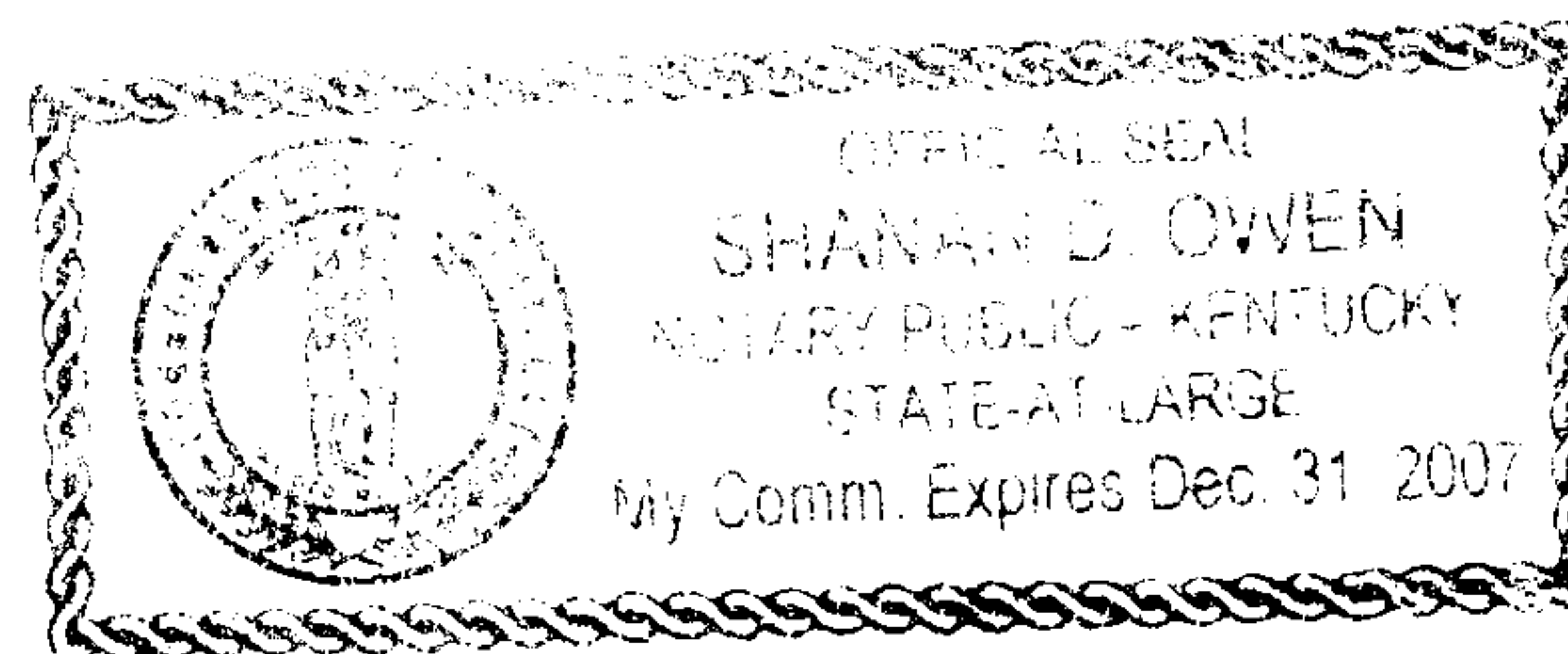
**THIS DOCUMENT WAS PREPARED BY:**

**Rachel Fulks**

**US BANK, NA**

**4801 FREDERICA STREET**

**OWENSBORO, KENTUCKY 42301**





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## Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between  
**US BANK, NA**

(the "Lender") and

**THOMAS G WEBSTER**

(the "Borrower")

dated **NOVEMBER 1, 2006** (the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Signed this Oct. 27 day of Oct., 2006.

Lender

  
By: Senior Vice President  
Name: Gregg W. Speer

Borrower

  
THOMAS G WEBSTER

### **Exhibit A - Legal Description**

**Commencing at the Northwest Corner of the Northwest 1/4 of the Southeast 1/4 of Section 13, Township 19 South, Range 2 East; thence S 00 deg. 51' 00" E a distance of 348.94 feet to a point; thence S 00 deg. 36' 00" E a distance of 903.54 feet to a 5/8" capped rebar set, said point also being the point of beginning of herein described parcel of land; thence N 78 deg. 26' 42" E a distance of 400.00 feet to a 5/8" capped rebar set; thence S 02 deg. 13' 13" E a distance of 182.12 feet to a 5/8" capped rebar set; thence N 89 deg. 44' 00" W a distance of 400.00 feet to a 5/8" rebar set; thence N 00 deg. 36' 00" E a distance of 100.00 feet to the point of beginning.**