20070413000172310 1/5 $24.65
Shelby Cnty Judge of Probate, AL
04/13/2007 12:24:50PM FILED/CERT

When recorded mail to:
First American Title Lenders Advantage
Loss Mitigation Title Services- LMTS HPG
1100 Superior Ave., Ste 200
Cleveland, OH 44114 3395733
Attn: National Recordings 1120

FHA Case No. **011 5359168**
0201176260

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **APRIL 1, 2007** ,
between **STEVEN S. BENTON, husband AND TRACY L. BENTON, wife**

("Borrower"), whose address is
2790 HWY 25
MONTEVALLO, ALABAMA 35115
and
SUNTRUST, INC.

BENTON
11909989 AL
FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT

("Lender"), whose address is **1001 SEMMES AVENUE**
RICHMOND, VIRGINIA 23224
amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **DECEMBER 23, 2004** and recorded in **Instrument No. 20041228000703380** RECORDED 12-28-2004
SHELBY COUNTY , **ALABAMA** , and (2) the Note, in the original principal amount of U.S. $ **103,870.00** , 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 NEW MONEY $1,090.15
2790 HWY 25
MONTEVALLO, ALABAMA 35115 ,

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the real property described is located in **SHELBY COUNTY** , **ALABAMA** ,
and being set forth as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

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 Instrument):

1. As of **APRIL 1, 2007** , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. $ **104,960.15** consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. 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 **6.250** %, from **APRIL 1, 2007** . The Borrower promises to make monthly payments of principal and interest of U.S. $ **664.49** , beginning on the first day of **MAY, 2007** , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 01, 2035** (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 will make such payments at
SUNTRUST, INC.
1001 SEMMES AVENUE
RICHMOND, VIRGINIA 23224 ,
or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. 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; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:

SB TB

(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

(b) 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 (a) above.

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.

Steven Scott Benton

STEVEN S. BENTON -Borrower

Tracy L. Benton

TRACY L. BENTON -Borrower

____________________ -Borrower

____________________ -Borrower

SUNTRUST, INC.

Jackie W Ballos

Name: -Lender

Its:

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[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

STATE OF Alabama , Shelby COUNTY SS:

On this 16th day of March 07 , I, Katie Cannady ,
a Notary Public in and for said county and in said state, hereby certify that
STEVEN S. BENTON AND TRACY L. BENTON

,
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 16th day of March 2007 .

My commission expires: Katie Cannady
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Virginia ~~COUNTY~~ City OF Richmond

The foregoing instrument was acknowledged before me this 22nd day of March, 2007 by Jackie W. Ballos , the Vice President of SunTrust Mortgage ,
a , on behalf of said entity.

Signature of Person Taking Acknowledgment [signature]
Printed Name Elizabeth A Gray
Title or Rank Notary
Serial Number, if any

THIS DOCUMENT WAS PREPARED BY:
FIRST AMERICAN LOSS MITIGATION SERVICES
518 BIENVILLE STREET
NEW ORLEANS, LA 70130

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EXHIBIT "A"

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

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 12 EAST, SHELBY COUNTY, ALABAMA AND RUN THENCE NORTH 87 DEGREES 36 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF SAID QUARTER A DISTANCE OF 811.89' TO A FOUND REBAR CORNER AT A FENCE CORNER AND THE POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED; THENCE NORTH 52 DEGREES 18 MINUTES 32 SECONDS WEST ALONG AN EXISTING FENCE LINE 187.60' TO A CORNER; THENCE NORTH 51 DEGREES 56 MINUTES 00 SECONDS WEST ALONG SAID FENCE A DISTANCE OF 366.22' TO A FOUND REBAR CORNER ON THE SOUTHEASTERLY MARGIN OF ALABAMA HIGHWAY NO. 25; THENCE RUN NORTH 39 DEGREES 56 MINUTES 19 SECONDS EAST ALONG SAID MARGIN OF SAID HIGHWAY NO. 25 A DISTANCE OF 181.43' TO FOUND OPEN TOP PIPE CORNER; THENCE RUN SOUTH 60 DEGREES 57 MINUTES 18 SECONDS EAST ALONG A FENCE LINE A DISTANCE OF 120.62' TO A FOUND OPEN TOP PIPE CORNER THENCE RUN NORTH 89 DEGREES 18 MINUTES 06 SECONDS EAST ALONG A FENCE LINE A DISTANCE OF 351.18' TO A FOUND CRIMPED PIPE CORNER; THENCE RUN SOUTH 06 DEGREES 52 MINUTES 27 SECONDS EAST ALONG A FENCE LINE 119.52' TO A FOUND OPEN TOP PIPE CORNER; THENCE RUN SOUTH 26 DEGREES 09 MINUTES 22 SECONDS WEST ALONG A FENCE LINE 341.66' TO THE POINT OF BEGINNING.