

**LOAN MODIFICATION AGREEMENT  
(Providing for Adjustable Interest Rate)**

MIN 100115600098937029

This Loan Modification Agreement ("Agreement"), made this 8th of June 2007 between Louis Hill, and, Katherine Hill, husband and wife ("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 (solely 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 April 21, 2006 at 1:33:26 PM, in Official Record 200604210001881, Recorder's Office Shelby 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 267 Highland View Drive, Birmingham, AL 35242 the real property described being set forth as follows:

See attached Exhibit 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 or Security Agreement):

1. As of June 08, 2007 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$1,120,000.00 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
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 6.250% (the "initial rate of interest"), from June 08, 2007. The Borrower promises to make monthly payments of ~~principal and~~ interest of U.S. \$5,833.34 beginning on July 01, 2007 and continuing thereafter on the same day of each month until ~~principal and~~ interest are paid in full. If on June 01, 2037 (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 June 01, 2014 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 182387, EA1W18, Columbus, OH 43218-2387 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.

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: \_\_\_\_\_ x Louis Hill  
Louis Hill

Witness: \_\_\_\_\_ ✓ Katherine Hill  
Katherine Hill

Witness: Laurel A. Hobbins  
Laurel A. Hobbins

Lender: The Huntington National Bank

Witness: Patricia Uhlig  
Patricia Uhlig

By: Rhonda Stewart  
Rhonda Stewart, Staff Officer

Mortgagee: Mortgage Electronic Registration Systems, Inc.

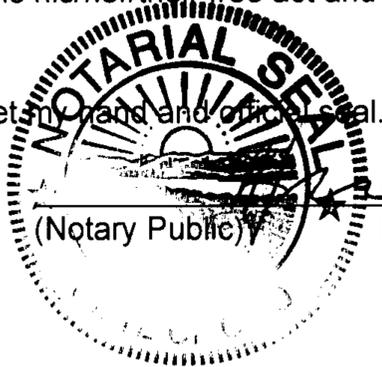
State of OHIO  
Franklin County ss:

By: Rhonda Stewart  
Rhonda Stewart, Staff Officer

On this 24 day of June 2007 before me, a Notary Public in and for said county and state, personally appeared Louis Hill, and, Katherine Hill, husband and wife, 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 his/her/their free act and deed.

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

My Commission Expires: 10-23-07  
(seal)



**HENRY A. CRALL**  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
10-23-07

State of Ohio  
Franklin County ss:

On this June 08, 2007 before me, a Notary Public in and for said county and state, personally appeared Rhonda Stewart, Staff Officer 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 his/her/their free act and deed.

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

My Commission Expires: \_\_\_\_\_  
(seal)



**LAUREL A. HOBBS**  
Notary Public, State of Ohio  
My Commission Expires Jan. 24, 2011  
Recorded in Franklin County

Prepared by: Lori Hobbins  
The Huntington National Bank, 7575 Huntington Park Drive/HM3020, Columbus, Ohio 43235  
9893702  
SUBSTANTIALLY SIMILAR TO FORM 3179 2/88  
LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
3179AP2 rev 12/02  
2700011

**EXHIBIT A**  
**LEGAL DESCRIPTION**

20060421000188100 16/24 \$1805.00  
Shelby Cnty Judge of Probate, AL  
04/21/2006 01:33:26PM FILED/CERT

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").

  
K.H.

20070706000319030 3/5 \$1703.00  
Shelby Cnty Judge of Probate, AL  
07/06/2007 11:00:08AM FILED/CERT

## Addendum to the Modification Agreement

This Amendment to Modification Agreement (hereinafter referred to as the "Amendment") is entered into as of the 8th day of June, 2007 by and between Louis Hill and Katherine Hill, husband and wife (hereinafter referred to jointly and severally as "Borrower") and The Huntington National Bank (hereinafter referred to as "Lender").

### Recitals

Whereas, on or about April 12, 2006, Borrower executed and delivered to Lender a certain Note in the principal amount of One Million Two Hundred Thirty-Seven Twenty-Nine and no/100 Dollars (\$1,237,029.00) (hereinafter referred to as the "Note");

Whereas, in connection with the Note, Borrower executed and delivered or caused to be executed and delivered to Lender a certain mortgage or deed of trust on Borrower's real property located at 267 Highland View Drive, Birmingham, AL 35242 (hereinafter collectively referred to as the "Loan Documents");

Whereas, Borrower has requested that Lender amend the Note as set forth herein; and

Whereas, Lender is willing to amend the Note only on the terms and conditions contained herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender, for themselves, their successors and assigns, hereby agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated in this Amendment.

2. Acknowledgments. Borrower acknowledges and agrees that it is obligated to Lender under the Note and the Loan Documents for the amounts recited therein; that, except as amended by this Amendment, the Note and the Loan Documents are the valid and binding obligations of Borrower and any other persons that executed such documents; and that Lender has valid and subsisting liens upon the property described in the Loan Documents.

3. Principal Sum. As of the date hereof, Borrower shall pay Lender all previously unpaid interest accrued to the date hereof and the Principal Sum outstanding on the Note is One Million One Hundred Twenty Thousand and no/100 Dollars (\$1,120,000.00).

4. Payment. The Principal Sum set forth in paragraph 3 above and interest thereof shall in be paid in 360 installments beginning on July 1, 2007 and continuing on the same day of each following month. The first 84 monthly installments shall be payments of accrued interest only followed by 276 equal monthly installments of principal and interest in the amount of \$7,659.40 per month except the final payment shall be for the unpaid balance of principal and interest.

5. Borrower's Right to Repay. Borrower has 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 Borrower makes a Prepayment, they will tell the Note Holder in writing that they are doing so. They may not designate a payment as a Prepayment if they have not made all the monthly payments due under the Note.

Borrower may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use the Prepayments to reduce the amount of Principal owed under the Note. However, the Note Holder may apply the Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying the Prepayment to reduce the Principal amount of the Note. If borrower makes a partial Prepayment, there will be no charges in the due date of the monthly payment unless the Note Holder agrees in writing to those changes. However, if the partial Prepayment is made during the period when the monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when the payments consist only of interest as well as during the time that the payments

consist of principal and interest. If the partial Prepayment is made during the period when the payments consist of principal and interest, the amount of the monthly payment will not decrease; however, the principal and the interest required under the Note will be paid prior to the Maturity Date.

6. Ratification of Loan Documents. Except as set forth herein, the Note and any and all Loan Documents shall remain in full force and effect in all respects as if the unpaid principal balance of the Note, with the interest accrued thereon, had originally been payable as provided for therein. Nothing herein shall affect or impair any right and powers that Lender may have thereunder. All other terms and conditions of the Note and any and all Loan Documents not specifically addressed herein are incorporated and ratified herein and shall remain in full force and effect.

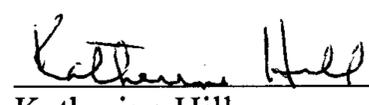
7. No Waiver by Lender. Lender executes this Amendment to evidence its consent to the modifications effected hereby; provided, however, that such consent shall neither be nor be deemed to be a consent to, or waiver of, the necessity of the consent of Lender to any future modification. Borrower hereby waives all setoffs, counterclaims, claims and all other defenses of every nature whatsoever with respect to the Note and the obligations described therein. Borrower hereby covenants and agrees to execute and deliver or cause to be executed and delivered, and to do or make, or cause to be done or made, upon the reasonable request of Lender, any and all instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Lender for the purpose of effecting the modifications described herein. This Amendment does not constitute a discharge or novation of the Note or any other documents executed in connection with the Note, as modified, and such documents shall continue in full force and effect and shall be fully binding upon all parties hereto.

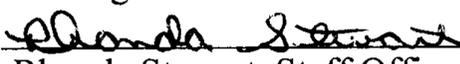
8. Entire Agreement. This Amendment constitutes the entire agreement between the parties as to the transactions contemplated hereby and supersedes all prior discussions, understandings or agreements between the parties hereto. The section headings contained in this Amendment are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Amendment.

9. Applicable Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Ohio, and when applicable, the laws of the United States of America.

IN WITNESS WHEREOF, Borrower and Lender have executed this Amendment as of the date first written above.

  
\_\_\_\_\_  
Louis Hill

  
\_\_\_\_\_  
Katherine Hill

The Huntington National Bank  
By:   
\_\_\_\_\_  
Rhonda Stewart, Staff Officer