20070911000424860 1/3 $280.25
Shelby Cnty Judge of Probate, AL
09/11/2007 09:45:13AM FILED/CERT

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Recorded 20070911000424850 dated 9-11-07 @ 9:45:12 am

LOAN MODIFICATION AGREEMENT

(Providing for a Fixed Interest Rate with an Initial Period of Interest Only)

This Loan Modification Agreement ("Agreement"), made July 30, 2007, between [illegible] L. [illegible], An Unmarried Woman ("Borrower(s)") and National City Mortgage Co., a Subsidiary of National City Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated April 20, 2007 and recorded in Shelby County, State of AL (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

501 [illegible] Road
[illegible], AL [illegible]
(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT A ATTACHED

All capitalized terms defined in the Note will have the same meaning in this Agreement

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. **BORROWER'S PROMISE TO PAY**

As of July 31, 2007, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is One Hundred Seventy-Five Thousand Five Hundred And 00/100 Dollars (U.S. $175,500.00) consisting of the amount(s) loaned to the Borrowers by the Lender and any interest capitalized to date.

2. **PAYMENTS**

The Interest Rate charged on the Note shall be changed to a fixed-rate of 7.000% and is effective with the signing hereof

The Borrower(s) promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance from August 1, 2007. The Borrower(s) promises to make the monthly payments of interest in the amount of U.S. $1,023.75 during the Interest Only Period beginning on September 1, 2007, and payments of principal and interest in the amount of U.S. $1,360.65 beginning on September 1, 2017, continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 1, 2037 ("Maturity Date"), the borrower still owes amounts under the Note and the Security Instrument as amended by this Agreement, the Borrower(s) will pay these amounts in full on the Maturity Date. The Borrower(s) will make such payments at PO BOX 1820, DAYTON, OH 45401-1820 or at such other place as the Lender may require

3. The Borrower(s) also will comply with all other covenants, agreements, and requirements of the Note and 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 Borrowers are 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

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(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.

4. Nothing in this Agreement shall be understood or construed to be a satisfaction, release or novation 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(s) and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Lender National City Mortgage Co.

Witness: April Schieding

By: David Schlagel (Seal)
David Schlagel

Witness: Nicole Meres

Its: Officer
(Authorized Officer Title)

——————(Space Below This Line For Acknowledgments)——————

State of: Ohio
County of Montgomery

Subscribed, sworn and acknowledged to before me by David Schlagel, Authorized Officer of National City Mortgage Co., a Subsidiary of National City Bank (Lender) this 15th day of August, 2007

APRIL SCHIEDING
Notary Public, State of Ohio
My Commission Expires Aug. 6, 2011

April Schieding
Notary Public

My Commission Expiration Date is: __________

LOAN MODIFICATION AGREEMENT
IOFIXED

[illegible]

Witness: Carol H. Shurbet _Rhona L. Waldrop_ (Seal)

Rhona L. Waldrop Borrower

State of Alabama

County of Shelby

On 28 Aug 2007 before me, Rebecca L Dent (notary public), personally appeared Rhona L. Waldrop, An Unmarried Woman, 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

Rebecca L Dent

Notary Public

My Commission Expiration Date is My Commission Expires April 27, 2008

(NOTARY PUBLIC SEAL)

This is a true + certified copy

Greer Brogan

9-10-07

Title Now, Inc.