



20080125000033970 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
01/25/2008 02:32:41PM FILED/CERT

[Space Above This Line For Recording Data]

## LOAN MODIFICATION AGREEMENT

MIN: 1002369-0000011456-6

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **23rd** day of **January 2008**,  
between **Guy Darren Daugherty, Nancy M. Daugherty, HUSBAND AND WIFE**

("Borrower"),

**First American Bank, An Alabama Banking Corporation**

("Lender"), and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), amends and supplements (1) the  
Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated  
**August 21, 2007** and recorded in Book or Liber \* , at page(s) \*

of the

**Probate Office**

Records of

**Shelby**

[Name of Records]

[County and State, or other Jurisdiction]

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

**4933 Hwy 42  
Calera, AL 35040**

[Property Address]

the real property described being set forth as follows:

\* DOC #20070829000407740

Lot 138A, according to a Resurvey of Lots 138 and 139 of Shelby Spring Farms  
Camp Winn Sector 2, Phase 1, as recorded in Map Book 38, page 67, in the Probate  
Office of Shelby County, Alabama.

Guy Darren Daugherty is one and the same person as Guy Daugherty.  
Nancy M. Daugherty is one and the same person as Nancy Daugherty.

*Handwritten initials: GDD, NMD*

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mac Uniform Instrument

ITEM 7134L1 (0604)—MERS

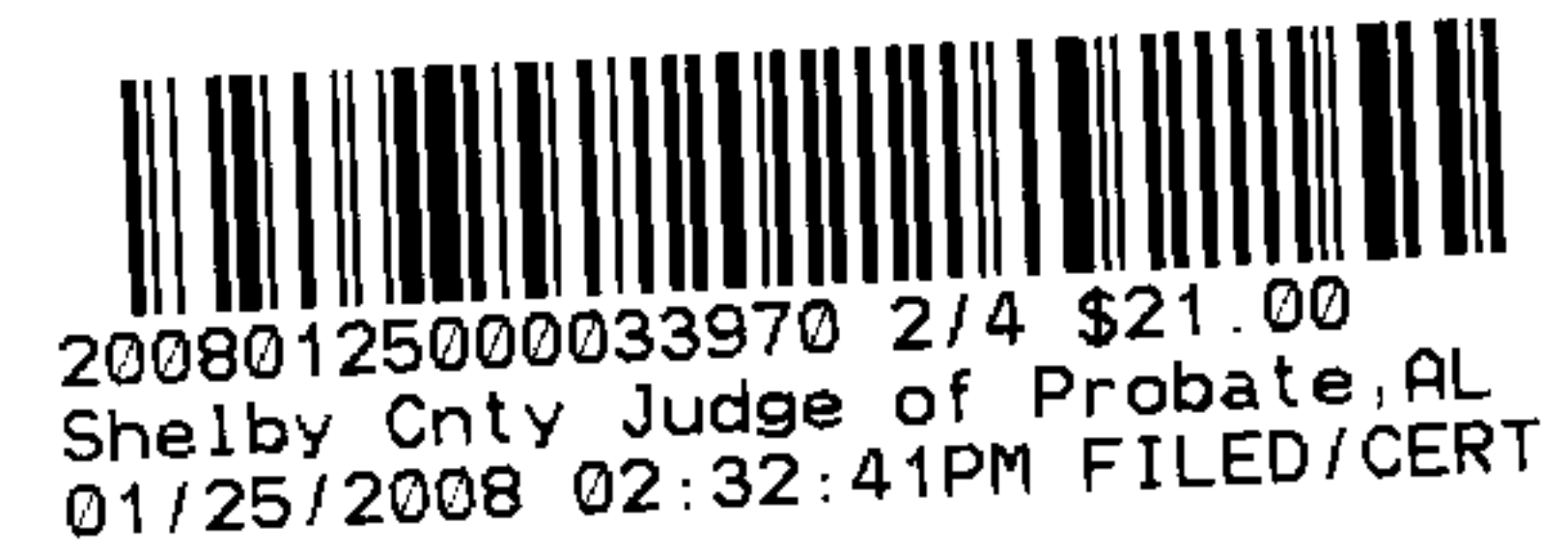
001-107-0716133P

(Page 1 of 3 pages)

Form 3179 1/01 (rev. 8/01)

GreatDocs™  
To Order Call: 1-800-968-5775

175159156



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 **January 23, 2008**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$205,000.00**, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
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 **5.7500%**, from **January 23, 2008**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,196.32**, beginning on the **1st** day of **March 2008**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.7500%** 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 **February 01, 2038** (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 **First American Bank, 251 Johnston Street SE, Decatur, AL 35601**

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.

5. 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.

*ADD.  
NMD*



20080125000033970 3/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
01/25/2008 02:32:41PM FILED/CERT

By signing this Agreement, Lender and I agree to all of the above and acknowledge receipt of pages 1 through 3 of this Agreement.

\_\_\_\_\_  
First American Bank (Seal)  
-Lender

\_\_\_\_\_  
Guy Darren Daugherty (Seal)  
-Borrower

By \_\_\_\_\_  
JUDE MOORE  
MORTGAGE LOAN ORIGINATOR

\_\_\_\_\_  
Nancy M. Daugherty (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
[Space Below This Line For Acknowledgments]



20080125000033970 4/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
01/25/2008 02:32:41PM FILED/CERT

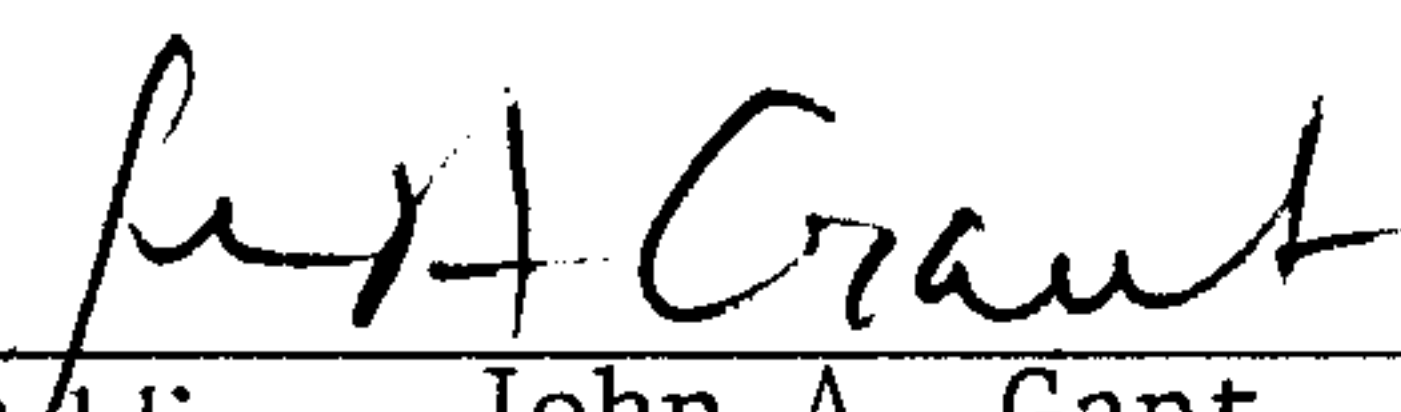
**ACKNOWLEDGMENT**

State of Alabama

County of Shelby

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Guy Darren Daugherty and Nancy M. Daugherty, Husband and Wife, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal, this the 23rd day of January 2008.

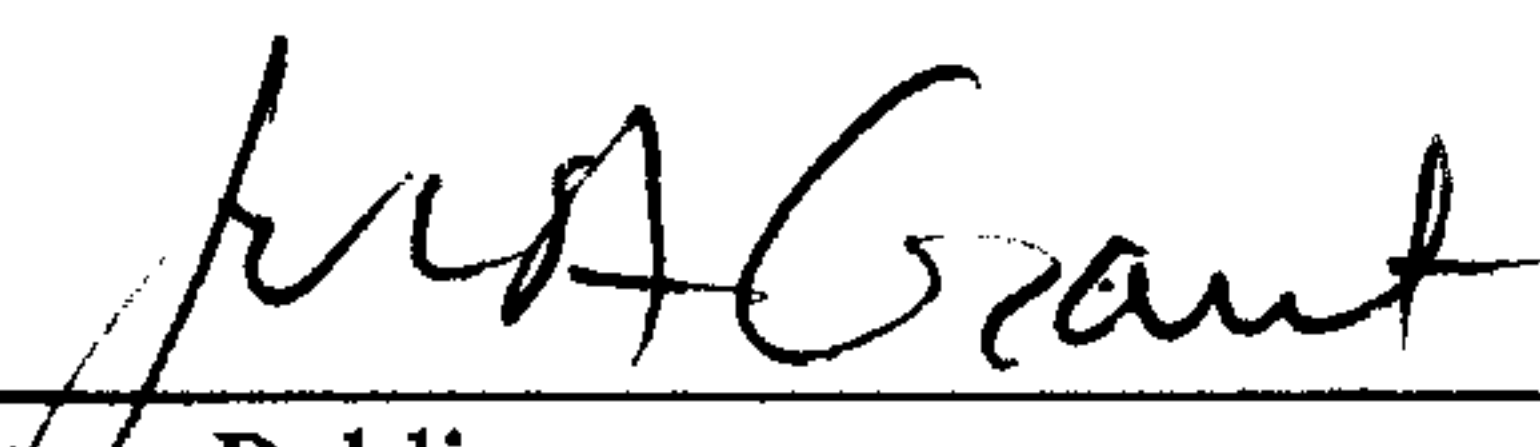
  
\_\_\_\_\_  
Notary Public John A. Gant  
My commission expires: 10/20/09

State of Alabama

County of Shelby

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that JUDD MOORE, whose name as MORTGAGE LOAN ORIGINATOR of First American Bank, An Alabama Banking Corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this 23rd day of January 2008.

  
\_\_\_\_\_  
Notary Public

