

CW 183925992 08124

Loan Modification Agreement is being re-recorded to add signature for Lender and MERS, Inc. and Notary Acknowledgement for Lender and MERS, Inc.

20080717000289260 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
07/17/2008 02:21:04PM FILED/CERT

20080904000352540 1/6 \$27.00
Shelby Cnty Judge of Probate, AL
09/04/2008 10:21:41AM FILED/CERT

MIN: 100266701839259926

MERS Phone: 1-888-679-6377

(Space Above This Line For Recording Data)

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **25th day of April, 2008**, between **Stephen S Curry and Jennifer J Curry, husband and wife** ("Borrower"), **SUPERIOR BANK** ("Lender"), **Mortgage Electronic Registration Systems, Inc., (MERS)** ("Mortgagee"), amends and supplements:

(1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated 10-5-2007 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**, and recorded in Book or Liber 20071108005, at page(s) 16780, of the Probate, Records of **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:

**125 Crest Drive
Sterrett, ALABAMA 35147**
(Property Address)

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 Instrument):

1. As of **April 25, 2008**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$264,800.00**, 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 **5.875%**, from **April 25, 2008**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,566.39**, beginning on the **1st day of June, 2008**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.875%** 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 **May 1, 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(s) Initials SBC JJC



20080717000289260 2/4 \$21.00
 Shelby Cnty Judge of Probate, AL
 07/17/2008 02:21:04PM FILED/CERT

Borrower will make such payments at

SUPERIOR BANK
17 NORTH 20TH STREET, STE 610
BIRMINGHAM, ALABAMA 35203



20080904000352540 2/6 \$27.00
 Shelby Cnty Judge of Probate, AL
 09/04/2008 10:21:41AM FILED/CERT

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:

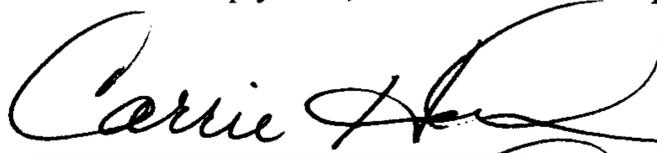
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the 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.

SSC JJC

20080904000352540 3/6 \$27.00
Shelby Cnty Judge of Probate, AL
09/04/2008 10:21:41AM FILED/CERT

20080717000289260 3/4 \$21.00
Shelby Cnty Judge of Probate, AL
07/17/2008 02:21:04PM FILED/CERT

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.



SUPERIOR BANK (Seal) -Lender



Stephen S Curry (Seal) -Borrower



Mortgage Electronic Registration Systems, Inc. (Seal) -Mortgagee



Jennifer J Curry (Seal) -Borrower

STATE OF ALABAMA, Jefferson County ss:

On this 25th day of April, 2008, I, Charles E. Deas, Jr., a Notary Public in and for said county and in said state, hereby certify that **Stephen S Curry**, and **Jennifer J Curry**, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily and as his/her/their act on the day the same bears date.

Given under my hand and seal of office this 25th day of April, 2008.

My Commission Expires: 10/28/10



Notary Public

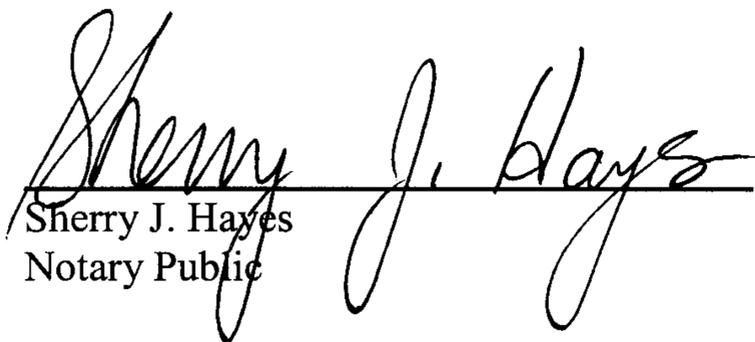
20080904000352540 4/6 \$27.00
Shelby Cnty Judge of Probate, AL
09/04/2008 10:21:41AM FILED/CERT

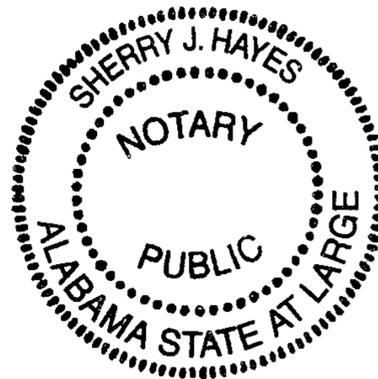
**STATE OF ALABAMA
COUNTY OF JEFFERSON**

On this 25th day of August, 2008, I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that **CARRIE HAMAKER, ASST VICE PRESIDENT**, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily and as his/her/their act on the day the same bears date.

Given under my hand and seal of office this 25th day of August, 2008.

My commission expires: May 11, 2010

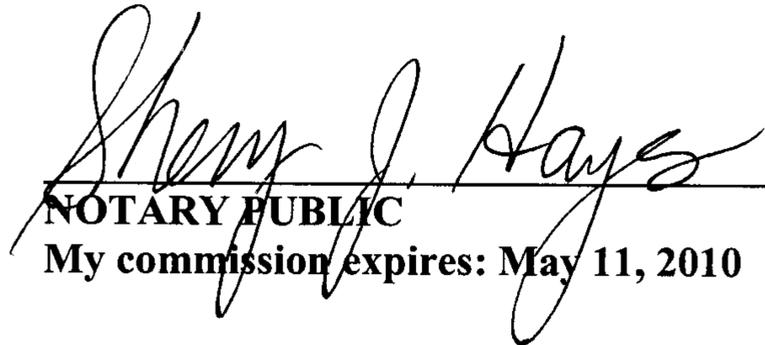

Sherry J. Hayes
Notary Public



20080904000352540 5/6 \$27.00
Shelby Cnty Judge of Probate, AL
09/04/2008 10:21:41AM FILED/CERT

State of Alabama
County of Jefferson

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that **Carrie Hamaker, Asst. Vice President**, as authorized agent for **Superior Bank**, a corporation, and **Mortgage Electronic Registration Systems** is signed to the foregoing conveyance, and who is known to me on this day, that being informed of the contents of the conveyance, (s) he as such authorized agent and with authority, executed the same voluntarily for and as act of said corporation. Given under my hand and official seal this **25th** day of August **2008**.


NOTARY PUBLIC
My commission expires: May 11, 2010

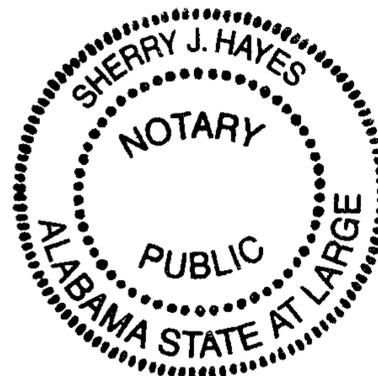


EXHIBIT "A" LEGAL DESCRIPTION



20080717000289260 4/4 \$21.00
Shelby Cnty Judge of Probate,AL
07/17/2008 02:21:04PM FILED/CERT

**Lot 27, according to the Final Plat of the Residential Subdivision of Carden
Crest, as recorded in Map Book 35, page 64, in the Probate Office of Shelby
County, Alabama.**



20080904000352540 6/6 \$27.00
Shelby Cnty Judge of Probate,AL
09/04/2008 10:21:41AM FILED/CERT