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20081008000398410 1/9 \$199.10
Shelby Cnty Judge of Probate, AL
10/08/2008 02:06:51PM FILED/CERT

Recording Requested By and Return To:
WALTER MORTGAGE COMPANY
SOPHIA METOSH
4211 W. BOY SCOUT BLVD
TAMPA, FL 33607

Source of Title: Deed Book _____, Page _____

Loan No: 15382

Data ID: 381

Borrower: JASON HEATH HILYER

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made September 5, 2008, between JASON HEATH HILYER AND WIFE, KAREN M. HILYER ("Borrower") and WALTER MORTGAGE COMPANY a Corporation, 4211 W BOY SCOUT BLVD TAMPA, FL 33607 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed ("Security Instrument"), dated March 27, 2008, recorded in INSTRUMENT 20080410000146910 of the Official Records in the County Recorder's or Clerk's Office 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 845 HWY 67, CALERA, ALABAMA 35040, the real property described being set forth as follows:



SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Loan No: 15382

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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. The Note shall be amended to read as follows on Exhibit A, attached hereto and incorporated herein for all purposes.
2. The Security Instrument shall be amended to reflect the Note amount of \$109,385.00 and a maturity date of October 1, 2038.
3. 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 the 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.

 (Seal)
JASON HEATH HILYER —Borrower
 (Seal)
KAREN M. HILYER —Borrower

- Individual Acknowledgment -

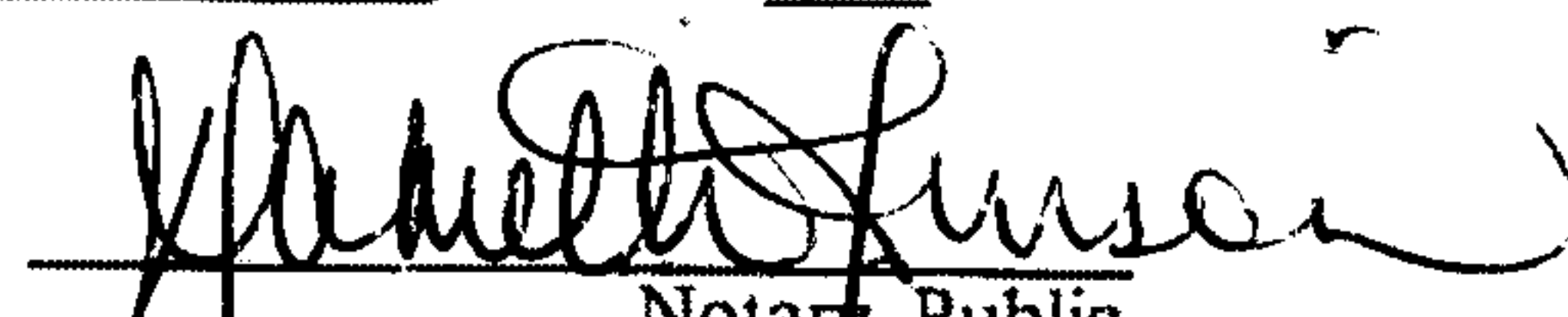
STATE OF Alabama
COUNTY OF Shelby

§
§

I, Danielle Hinson, a Notary Public, hereby certify that
JASON HEATH HILYER AND KAREN M. HILYER
whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before
me on this day that, being informed of the contents of the conveyance, they executed the same
voluntarily on the day the same bears date.

Given under my hand this 10th day of September, A.D. 2008.

[Seal]


Notary Public

My commission expires: 2-4-2012



Loan No: 15382

Data ID: 381

Lender:

WALTER MORTGAGE COMPANY

By: *Jeffrey P. Thofner*

Its Jeffrey P. Thofner, Vice President
(Printed Name and Title)

- Lender Acknowledgment -

STATE OF
COUNTY OF

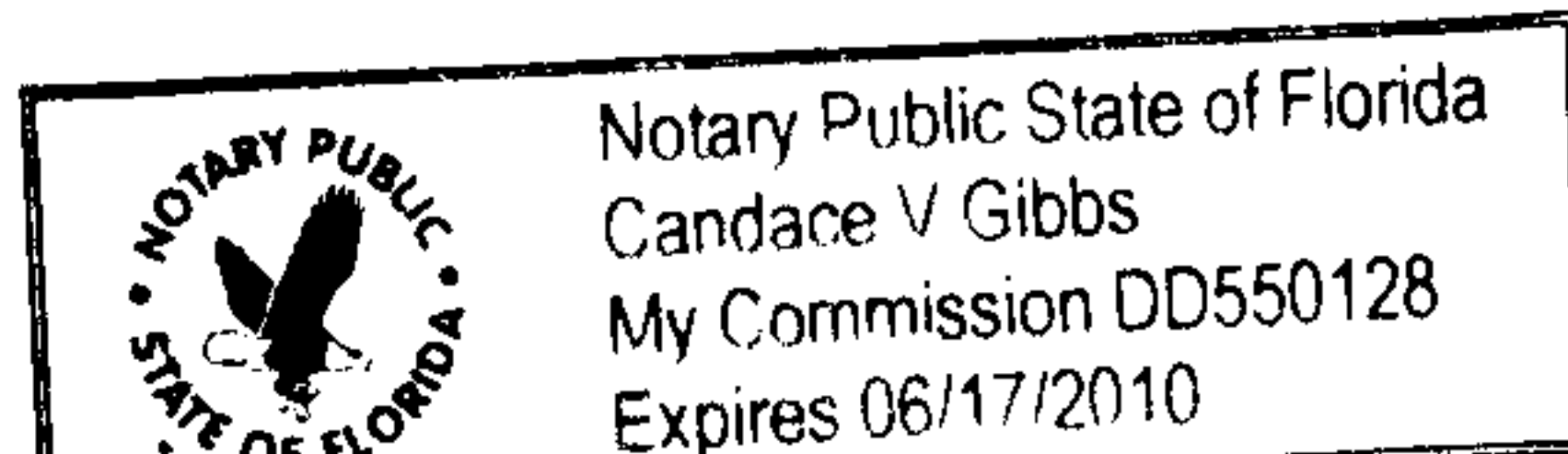
§
§

I, Candace V. Gibbs, a Notary Public in and for said County
in said State, hereby certify that Jeffrey P. Thofner
whose name as Vice President of WALTER MORTGAGE COMPANY, A
Delaware Corporation, is signed to the foregoing instrument, and who is known to me,
acknowledged before me on this day that, being informed of the contents of the instrument, he/she,
as such officer and with full authority, executed the same voluntarily for and as the act of said
entity.

Given under my hand this 16th day of September, 20 08.

Candace V. Gibbs

Notary Public



My commission expires

(Printed Name)

Loan No: 15382
Borrower: JASON HEATH HILYER

Data ID: 381

LEGAL DESCRIPTION

COMMENCE AT THE NE CORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 11, TOWNSHIP 24 NORTH RANGE 13 EAST, SHELBY COUNTY, ALABAMA AND RUN THENCE SOUTHERLY ON THE EAST LINE OF SAID 1/4-1/4 A DISTANCE OF 247.13 FEET TO A POINT, THENCE TURN AN ANGLE OF 53 DEGREES 20 MINUTES TO THE RIGHT AND RUN SOUTHWESTERLY ALONG THE CENTERLINE OF SHELBY COUNTY HIGHWAY NUMBER 67 A DISTANCE OF 441.03 FEET TO THE POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED, THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 350.0 FEET TO A POINT, THENCE TURN AN ANGLE OF 90 DEGREES 15 MINUTES TO THE RIGHT AND RUN NORTHWESTERLY A DISTANCE OF 622.28 FEET TO A POINT, THENCE TURN AN ANGLE OF 89 DEGREES 45 MINUTES TO THE RIGHT AND RUN NORTHEASTERLY A DISTANCE OF 350.0 FEET TO A POINT, THENCE TURN AN ANGLE OF 90 DEGREES 15 MINUTES TO THE RIGHT AND RUN SOUTHEASTERLY A DISTANCE OF 622.28 FEET TO THE POINT OF BEGINNING, CONTAINING 5.0 ACRES AND MARKED AT EACH CORNER WITH A STEEL PIN, LESS AND EXCEPT ONE HALF THE RIGHT OF WAY OF SHELBY COUNTY HIGHWAY NUMBER 67. SAID PROPERTY IS SUBJECT TO ALL AGREEMENTS AND EASEMENTS OF PROBATE RECORD.

Loan No: 15382
Borrower: JASON HEATH HILYER

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EXHIBIT "A"

Fixed Rate Note, dated March 27, 2008, in the principal sum of \$109,385.00 attached hereto.

Modification

NOTE

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March 27, 2008

CALERA
[City]

ALABAMA
[State]

845 HWY 67
CALERA, ALABAMA 35040
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 109,385.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is WALTER MORTGAGE COMPANY. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 9.500%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

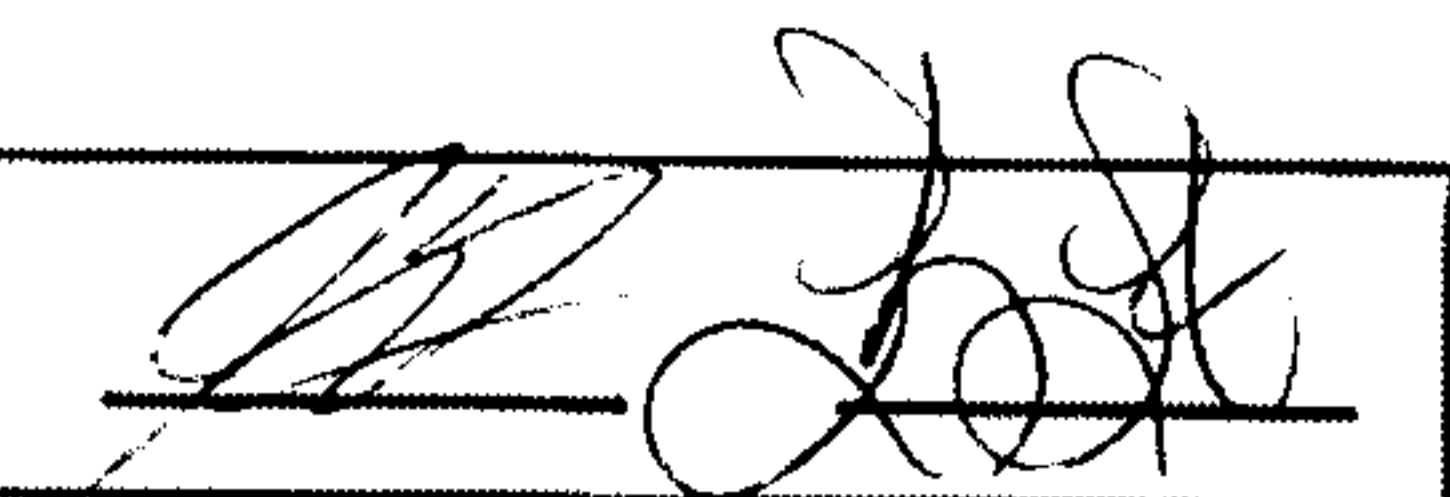
(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on November 1, 2008. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on October 1, 2038, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 33631, TAMPA, FLORIDA 33631 or at a different place if required by the Note Holder.

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(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 919.77.

4. BORROWER'S RIGHT TO PREPAY

I have 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 I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

If within 36 months of the date of this Note I make full prepayment, I will pay a prepayment penalty in an amount equal to 3% of the unpaid principal balance if prepayment is made during the first year of the loan, 2% of the unpaid principal balance if payment is made during the second year of the loan, or 1% of the unpaid principal balance if prepayment is made during the third year of the loan.

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

By accepting partial payment of any payment, Note Holder does not waive the right to collect the remainder of such payment. Acceptance of any payment after maturity, or waiver of any breach or default of the terms of this Note shall not constitute a waiver of any later or other breach or default, and failure of Note Holder to exercise any of its rights shall not constitute waiver of such rights.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be not less than U.S. \$10.00 nor more than \$100.00 or 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Acceleration

If I am in default, the Note Holder may without notice or demand, unless otherwise required by applicable law, require me to pay immediately the full amount of Principal that has not been paid and all interest that I owe on that amount.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees of 15.00% of the sums due under this Note or the amount allowable under applicable state law.

INITIALS:

[Handwritten initials]

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of notice of acceleration, Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ
THE CONTRACT BEFORE YOU SIGN IT.

[Sign Original Only]