

RECORDING REQUESTED BY AND PREPARED BY:
GMAC MORTGAGE

Tony Verly

GMAC Mortgage LLC
3451 Hammond Avenue
Waterloo, IA 50702
~~Attn:~~ Loan Audit/Jodi Verly
PU # 317-236-7624
Loan Number 0417781416
Investor Loan Number 343871181

BALLOON LOAN MODIFICATION

(Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider)

Source of Title: Instrument Number 20030821000554470

Capped Amount: No New Money

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS: ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Balloon Loan Modification ("Modification"), made this **FOURTH** day of **SEPTEMBER, 2008**, between **MICHAEL R. SPISTO** and **CHRISTI C. SPISTO, HUSBAND AND WIFE** ("Borrower") and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")**, **SOLELY DEFINED AS NOMINEE FOR THE LENDER**, ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **AUGUST 14, 2003**, securing the original principal sum of U.S. **\$154,000.00**, and recorded as Document Number **20030821000554470**, of the Official Records of **SHELBY County; ALABAMA** and (2) the Balloon Note bearing the same date as, and secured by, the Security Instrument (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at **2275 RICHMOND CIRCLE, PELHAM, ALABAMA 35124** [Property Address], the real property described being set forth as follows:

LOT 9, ACCORDING TO THE SURVEY OF CHANDA-TERRACE, 5TH SECTOR, AS RECORDED IN MAP BOOK 14, PAGE 10, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL ID NUMBER: 13-1-01-2-004-009.000

To evidence the election by the Borrower of the [Conditional Right to Refinance] [conditional Modification and Extension of Loan Terms] as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of **SEPTEMBER 01, 2008**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$143,289.89**.

When recorded mail to:
Equity Loan Services, Inc.
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114
Attn: National Recordings 1120

BMPG

4502589

SPISTO
38829342
FIRST AMERICAN ELS
MODIFICATION AGREEMENT

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3. 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 yearly rate of 7.00%, beginning **SEPTEMBER 01, 2008**. The Borrower promises to make monthly payments principal and interest of U.S. **\$1,012.74**, beginning on the **FIRST** day of **OCTOBER, 2008**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 01, 2033** (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at 3451 Hammond Avenue, Waterloo, IA 50702 or at such other place as the Lender may require.

4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and 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; however, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever cancelled, null and void, as of the maturity date of the Note.

5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

[To be signed by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note.]

x Michael R Spisto (Seal)
MICHAEL R. SPISTO

x Christi C Spisto (Seal)
CHRISTI C. SPISTO

FOR LENDER USE ONLY

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), Solely defined as nominee for the Lender

Jill Bohlken
JILL BOHLKEN
ASSISTANT SECRETARY

Julie A. Rousseau
JULIE A. ROUSSELOW
ASSISTANT SECRETARY

____ [Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction] ____

STATE OF Alabama COUNTY OF Jefferson SS:

On September 8, 2008, before me, Michael R. Spisto and Christi C. Spisto, personally appeared MICHAEL R. SPISTO and CHRISTI C. SPISTO, HUSBAND AND WIFE, 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 persons(s) acted, executed the instrument.
WITNESS my hand and official seal.

My Commission Expires: 11/15/11

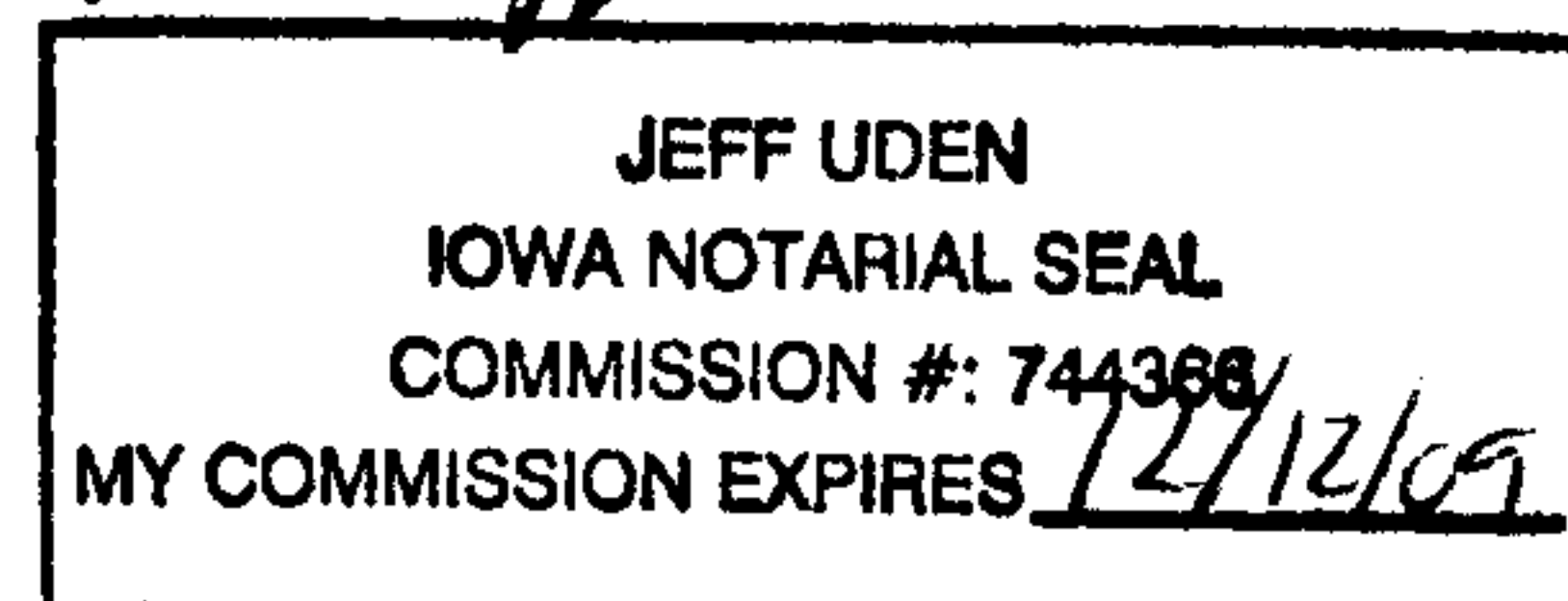
Donna Allison
Notary Public

STATE OF IOWA COUNTY OF BLACK HAWK SS:

On September 12, 2008, before me Jeff Uden, a notary public in and for the said county, personally appeared Jill Bohlken known to me to be an Assistant Secretary of GMAC Mortgage, LLC and Julie A. Rousselow, known to me to be an Assistant Secretary of GMAC Mortgage, LLC the Limited Liability Company that executed the within instrumental also known to me (or proved to me on the basis of satisfactory evidence to be the person who executed the with instrument, behalf of the Limited Liability Company herein named and acknowledged to me that such corporation executed the same.
WITNESS my hand and notarial seal.

My Commission Expires: 12/12/09

Jeff Uden
Notary Public



Instrument prepared by:

Jodi Verly
Jodi Verly/Loan Audit Department
GMAC Mortgage, LLC
3451 Hammond Avenue
Waterloo, IA 50702

MERS Identification Number (MIN) 100062604177814169
MERS Telephone Number 1-888-679-6377