

This document prepared by:

Individual's Name/Title:

COURTNAY KELLER

Post Office Address:

3232 NEWMARK DRIVE

MIAMISBURG, OHIO 45342

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

[Space Above This Line For Recording Data]

Original Recorded Date: JULY 26, 2004

Loan No.

0003472491

Original Principal Amount: \$ 252,900.00

LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this 1ST day of NOVEMBER, 2008, between NATIONAL CITY MORTGAGE CO., A SUBSIDIARY OF NATIONAL CITY BANK ("Lender")

and REBECCA A ANDERSON AND DARWIN J ANDERSON wife and husband

("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated JULY 22, 2004, in the original principal sum of U.S. \$ 252,900.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded in Instrument # 20040726000413020, of the Official Records of SHELBY COUNTY, ALABAMA. The

[Name of Records]

[County and State, or other jurisdiction]

Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

129 RED BAY DR, MAYLENE, ALABAMA 35114

[Property Address]

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the real property described being set forth as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Current Balance. As of **JUNE 1, 2007**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **275,187.86** ✓.
2. Interest Rate. 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 **6.375** %, beginning **NOVEMBER 1, 2008** ✓, both before and after any default described in the Note. The yearly rate of **6.375** % will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,586.66** ✓, beginning on the **1ST** day of **DECEMBER, 2008** ✓, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 01, 2048** ✗, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date. ***EXTENDED From 8/1/2034**
4. Place of Payment. Borrower must make the monthly payments at **3232 NEWMARK DRIVE**
MIAMISBURG, OHIO 45342
or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.

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6. Property Transfer. 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 the 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 of the Security Instrument, within which Borrower must pay all sums secured by the 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 of Borrower.

7. Compliance with Covenants. 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.

8. **This Agreement modifies an obligation secured by an existing security instrument recorded in SHELBY County, ALABAMA, upon which all recordation taxes have been paid. As of the date of this Agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$ 244,089.70. The principal balance secured by the existing security instrument as a result of this Agreement is \$ 275,187.86, which amount represents the excess of the unpaid principal balance of this original obligation.**

(Acknowledgments on following page)

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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 where 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.

In Witness Whereof, Lender and Borrower have executed this Agreement.

NATIONAL CITY MORTGAGE CO., A SUBSIDIARY OF NATIONAL CITY BANK



Name: MICHAEL GREASER

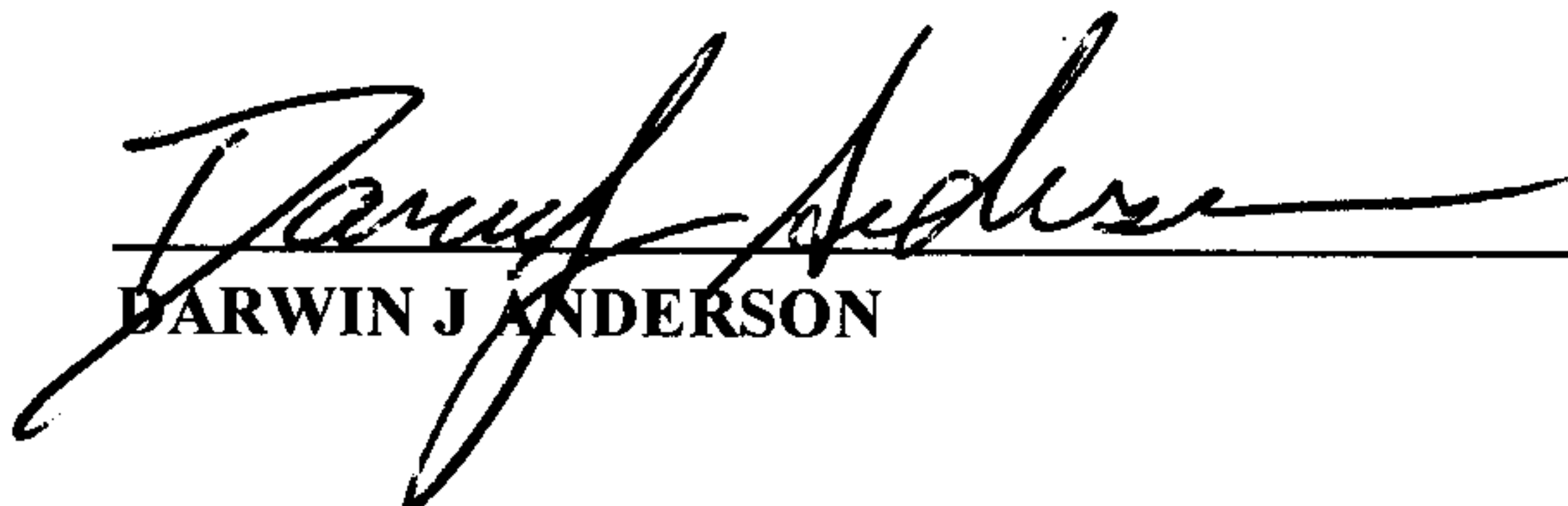
- Lender

Its: MORTGAGE OFFICER



REBECCA A ANDERSON

- Borrower



DARWIN J ANDERSON

- Borrower

- Borrower

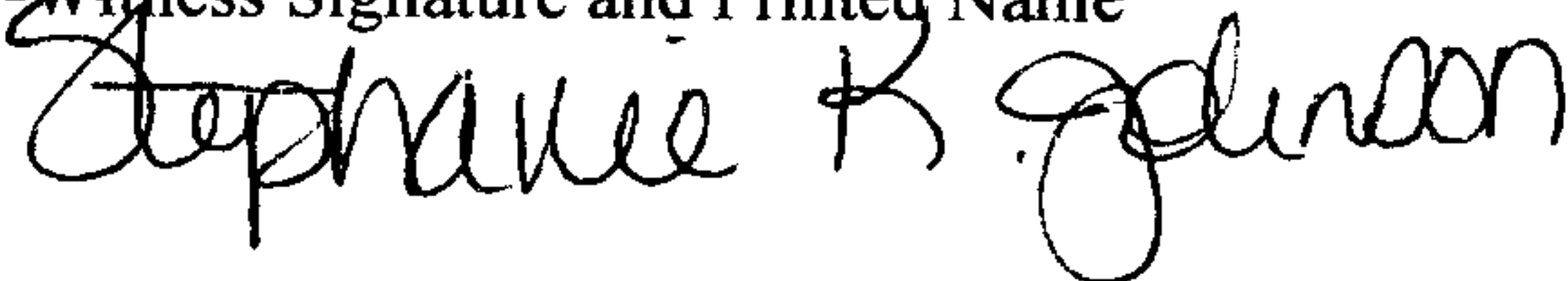
- Borrower

- Borrower

- Borrower

STEPHANIE K JOHNSON

-Witness Signature and Printed Name



-Witness Signature and Printed Name

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[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

The State of ALABAMA

County Shelby

I, Stephanie K Johnson hereby certify that
REBECCA A ANDERSON AND DARWIN J ANDERSON wife and husband

whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand this 20th day of October, 2008.

Stephanie K Johnson
Style of Officer

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 13, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LENDER ACKNOWLEDGMENT

The State of ~~ALABAMA~~ STATE OF OHIO
~~MONTGOMERY COUNTY~~ MONTGOMERY

I, Eileen R Burrall, a Notary in and for said County in said State,
hereby certify that MICHAEL GREASER whose name as MORTGAGE OFFICER
of the _____

a 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 31 day of October, 2008.

Eileen R Burrall

Style of Officer



EILEEN R. BURRALL
In and For the State of Ohio
My Commission Exp. June 3, 2012


20081229000475390 6/6 \$438.80
Shelby Cnty Judge of Probate, AL
12/29/2008 09:52:57AM FILED/CERT

EXHIBIT "A"

LOT 564, ACCORDING TO THE SURVEY OF LAKE FOREST, FIFTH SECTOR, AS RECORDED IN
MAP BOOK 30, PAGE 25, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.