

20887509  
WHEN RECORDED RETURN TO:  
OLD REPUBLIC TITLE  
ATTN: POST CLOSING  
530 SOUTH MAIN STREET  
SUITE 1031  
AKRON, OH 44311

8do 235-4326

20090105000002520 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
01/05/2009 12:36:10PM FILED/CERT

Investor Loan Number: **0130652548**  
Servicer Loan Number: **0130652548**  
Tax ID# **03-8-28-0-001-050.000**

**BALLOON LOAN MODIFICATION**  
**(Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider)**

This Balloon Loan Modification ("Modification"), entered into effective as of the 21<sup>st</sup> day of **October 2008** between **Samuel Mango** ("borrower") ~~The Trustee is Rebecca W. Shaia, whose address is 1001 Semmes Avenue, Richmond, Virginia, 23224.~~ And **SunTrust Mortgage, Inc** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **December 19, 2001**, securing the original principal sum of U.S.\$**275,000.00** and recorded in **Instrument 2001-55764**, of the **Shelby County Records, Alabama**; (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 **5312 Greystone Way, Birmingham, AL 35242**. The real property described being set forth as follows:

LOT 40, ACCORDING TO THE MAP OF GREYSTONE 6<sup>TH</sup> SECTOR, AS RECORDED IN MAP BOOK 17, PAGE 54 A, B, & C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

*Mortgage*

**\*\*\*THIS DOCUMENT IS A MODIFICATION OF A ~~DEED OF TRUST~~ THAT WAS RECORDED 12/19/01 AS INSTRUMENT 2001-55764 IN THE AMOUNT OF \$275,000.00. THE UNPAID PRINCIPAL BALANCE IS \$214,430.11. THE SOLE PURPOSE OF THIS DOCUMENTATION IS TO CHANGE THE INTEREST RATE ON THIS LOAN.**

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 the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of **December 1, 2008**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$214,430.11**.
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 **6.25%**, beginning **December 1, 2008**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,466.43** beginning on the 1<sup>st</sup> day of **January 2009**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **December 1, 2031** (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 **SunTrust Mortgage, Inc., 1001 Semmes Avenue, Richmond, VA 23224** 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 canceled, null and void, as of the maturity date of the Note.






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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 and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument.]

10/29/08  
Date

Samuel Mango (Seal)  
Samuel Mango Borrower

  
 (Sign and Print Name) Witness

  
 (Sign and Print Name) Witness

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

STATE OF ALABAMA )  
CITY OF: BIRMINGHAM TO WIT:  
COUNTY OF: JEFFERSON )

On this 29 day of OCTOBER, 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared **Samuel Mango**, (known to me) (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged that they executed the same.

My Commission Expires: 8/3/2011.


Jan K. Bailey  
Notary Public  
Jan K Bailey

**Lender: SUNTRUST MORTGAGE, INC.**

By:

**Jackie Miller, First Vice President**

**Witness:**

  
Brian P. Dunaway

State of Virginia:

SS:

City of Richmond

On this 21<sup>st</sup> day of October 2008, before me personally came **Jackie Miller**, to me known, who by duly sworn, did depose and say that she resides at **SunTrust Mortgage, Inc.**, as servicer for the mortgagee of record, 1001 Semmes Avenue, Richmond, Virginia, 23224. She is the First Vice President of SunTrust Mortgage, Inc., as servicer for the mortgagee of record. The corporation described in and which executed the above instrument, that she knows the seal of said corporation, that the seal affixed by order of the Board of Directors of said corporation, and that she signed her name by like order.

My Commission Expires: 12/31/2010

Vicky H Serafim  
Notary Vicky H Serafim.

Prepared by Kenya White  
SunTrust Mortgage, Inc.  
1001 Semmes Avenue  
Richmond, Virginia 23224

