

Prepared by:
SUNTRUST MORTGAGE, INC.
NORTHEAST GA
GAINESVILLE, GA
Return to:
RVW 5093
SUNTRUST MORTGAGE, INC.
1001 SEMMES AVENUE
RICHMOND, VIRGINIA 23224

Parcel No.: 58-16-2-04-0-000-008.002

[Space Above This Line For Recording Data]

** Maturity Date has not changed.*

New Loan No: 0208617647

"NO NEW MONIES"

Orig Loan No:

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **27th** day of **February, 2009**, between **WILLIAM D HUNTER, UNMARRIED, TAMMY L HICKS, UNMARRIED** ("Borrower") and **SUNTRUST MORTGAGE, INC.** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed, as amended or supplemented by any modification agreement prior to the date hereof (the "Security Instrument"), and Adjustable Rate Rider, if any, dated **March 10, 2008** and recorded in Book/Liber N/A, at Page(s)/Folio(s) N/A, as Instrument No. 20080312000101600, of the official Records of **SHELBY COUNTY, Alabama** [County and State, or other Jurisdiction] and (2) the Note, as amended or supplemented by any modification agreement prior to the date hereof, 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
5153 HIGHWAY 51, WILSONVILLE, AL 35186
[Property Address]

the real property described being set forth as follows:
SEE ATTACHED SCHEDULE 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 and Security Instrument):

1. As of **February 27, 2009**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$407,241.00**, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.

Tax Note. (Intangibles, documentary stamp, or other) taxes in the amount of \$ _____ are being paid herein on new advances. Taxes were paid on the original loan dated and recorded as set out above, in the amount of \$ _____ . New advances are \$ _____ .
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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 5.000%, from February 27, 2009.

Choose Fixed Rate or InterestFirst Fixed Rate Program by Checking the Correct Box

☒ **Fixed Rate.** Borrower promises to make monthly payments of principal and interest of U.S. \$2,216.07 beginning on the 1st day of April, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.

☐ **InterestFirst Fixed Rate.** Borrower will make monthly payments on the _____ day of each month beginning on _____. Borrower's payment will be in the amount of U.S. \$ _____ for the first _____ months from the date of this Agreement, and thereafter will be in the amount of U.S. \$ _____ until principal and interest are paid in full. The Lender will notify Borrower prior to the date of change in monthly payment.

3. Borrower will make such payments at SUNTRUST MORTGAGE, INC., P.O. BOX 79041, BALTIMORE, MD 21279--0041 or at such other place a Lender may require. If on April 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.
4. Borrower has 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 Borrower makes a Prepayment, Borrower will tell the Lender in writing that Borrower is doing so. Borrower may not designate a payment as a Prepayment if Borrower has not made all the monthly payments due under the Note.


Borrower may make a full Prepayment or partial Prepayments without paying a Prepayment charge. Lender will use the Prepayments to reduce the amount of principal that Borrower owes under this 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 date of the monthly payment unless Lender agrees in writing to those changes. However, under the InterestFirst Fixed Rate Program, if the partial Prepayment is made during the period when Borrower's payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when Borrower's payments consist only of interest as well as during the time the Borrower's payments consist of principal and interest. If the partial Prepayment is made under the Fixed Rate Program or during the period when Borrower's payments consist of principal and interest, the amount of Borrower's monthly payment will not decrease; however, the principal and interest required under this Agreement will be paid prior to the Maturity Date.

5. 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. However, this option will not be exercised by Lender if such exercise is prohibited by applicable law.

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 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 on Borrower.



6. 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, and are replaced with the terms provided in this Agreement, as of the date of this Agreement:
- (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;
 - (b) all terms and provisions of any adjustable rate 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; and
 - (c) all terms and provisions of the Note and Security Instrument or other instrument or document that are affixed to, wholly or partially incorporated into, or are part of, the Note or Security Instrument (if any) providing for, implementing, or relating to any "interest only" or "Interest First" payment, the Borrower's right to prepay, or transfer of the Property or a beneficial interest in Borrower.
7. 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.


20090312000090770 3/6 \$27.00
Shelby Cnty Judge of Probate, AL
03/12/2009 01:04:58PM FILED/CERT



EXECUTED as of the day and year first written above.

William D. Hunter (Seal)
WILLIAM D HUNTER -Borrower

Tammy L Hicks (Seal)
TAMMY L HICKS -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

BORROWER

State of Alabama
County of Shelby

§
§

On this the 27th day of February 2009, before me Vicki M. Hendrick, NP
[here insert name and title of the officer], personally appeared William D. Hunter and Tammy L. Hicks
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 person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Vicki M. Hendrick

Notary Signature

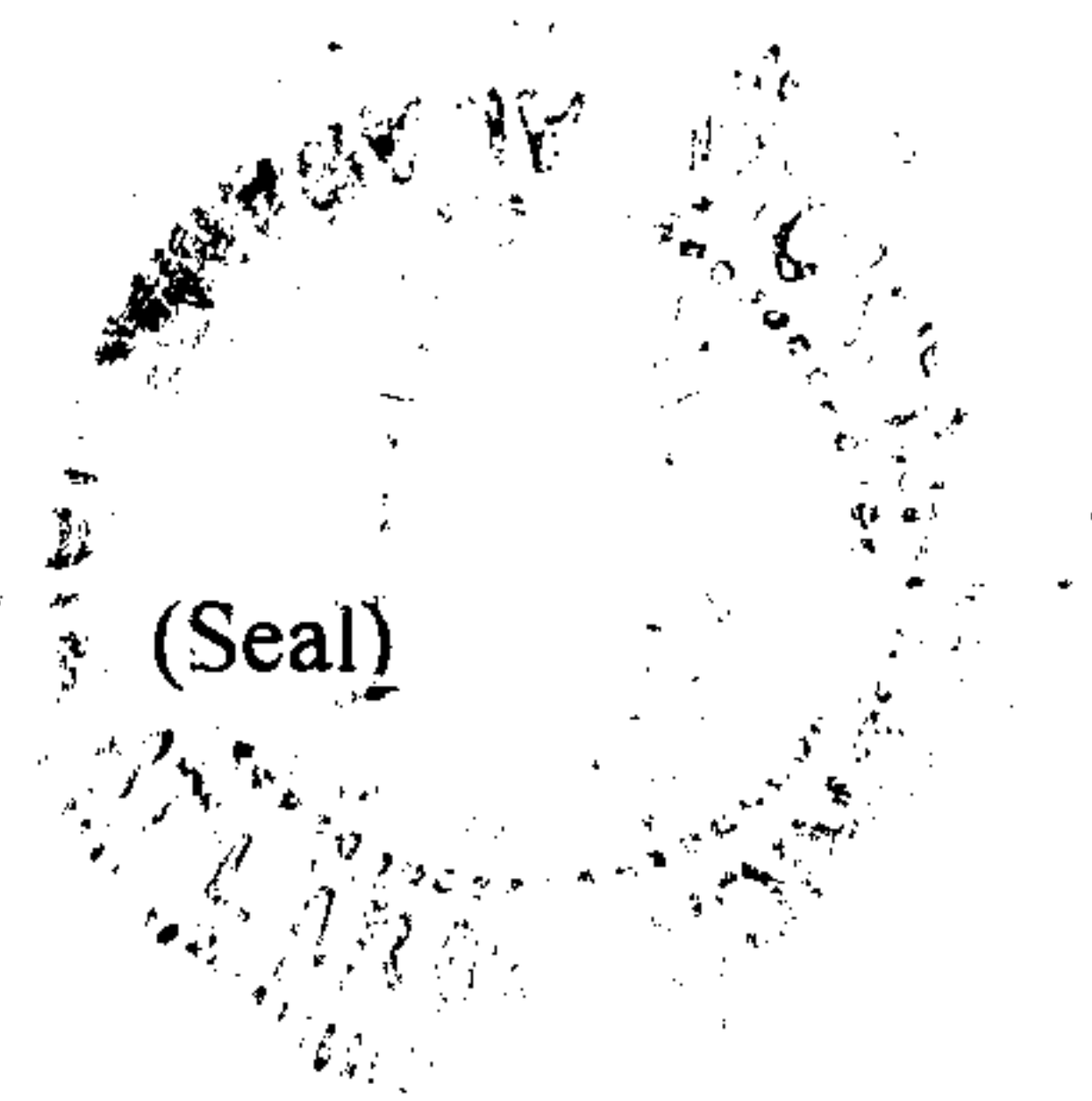
Notary Public

Title (or Rank)

Serial/Notary Registration Number

My Commission Expires:


MY COMMISSION EXPIRES OCTOBER 3, 2010



20090312000090770 4/6 \$27.00
Shelby Cnty Judge of Probate, AL
03/12/2009 01:04:58PM FILED/CERT



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE:
SUNTRUST MORTGAGE, INC.

By: 
Title: RICHARD A. WILLITS, V.P.


LENDER

State of GA
County of Forsyth

§
§

On this the 27th day of February 2009, before me, **KATHY S. ORR, OFFICER**
[here insert name and title of the officer], personally appeared RICHARD A. WILLITS, V.P.,
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 person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Person Taking Acknowledgment

Notary Public
Title (or Rank)

Serial/Notary Registration Number

(Seal)

My Commission Expires: 09/24/11





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Shelby Cnty Judge of Probate, AL
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EXHIBIT A

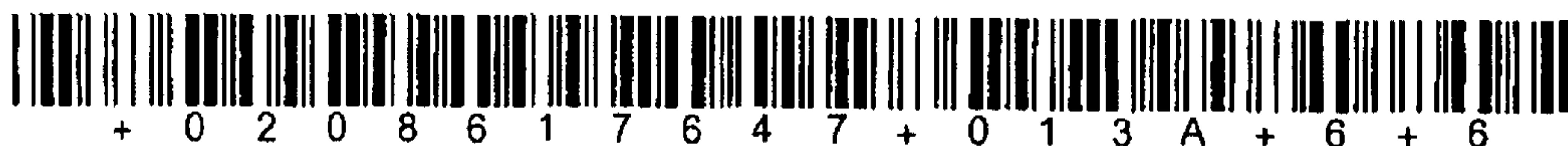
Lot 7, according to the Survey of Cobblestone Corner Subdivision,
as recorded in Map Book 38, Page 7, in the Probate Office of
Shelby County, Alabama; being situated in Shelby County, Alabama.

Initials: Wdt T.H.

Residential Construction Rider to Security Instrument (Multistate)
Proprietary W0211

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94381MU 02/06



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