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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

MIN: 100029500026151625

Loan Number: 2615162

This Loan Modification Agreement ("Agreement"), made this **20th** day of **January 2009**,
between **Richard N Oldham, Lynda N Oldham, married couple**

("Borrower"),

FirstCity Bank

("Lender"), and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), amends and supplements
(1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards
Rider, if any, dated **August 19, 2008** and recorded in Book or Liber , at page(s)
, and / or Instrument Number **30080822000338840**, of the Public Records of

Shelby **AL** and (2) the Note, bearing the same date as, and secured by,
[County and State, or other Jurisdiction]
the Security Instrument, which covers the real and personal property described in the Security Instrument and
defined therein as the "Property", located at **21 Peekaboo Ln, Columbiana, AL 35051**

[Property Address]

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument

Form 3179 1/01 (rev. 6/06)

MERS
ITEM 7134L1 (0703)

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(Page 1 of 4)



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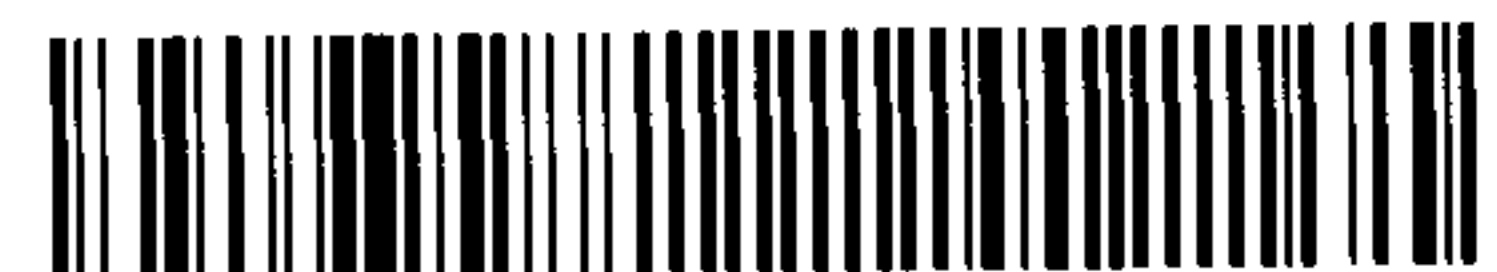
the real property described being set forth as follows:
See Attached Exhibit A.

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

1. As of **January 20, 2009**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **120,074.00**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 **6.8750%**, from **January 20, 2009**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **788.80**, beginning on the **1st** day of **March 2009**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.8750%** will remain in effect until principal and interest are paid in full. If on **February 01, 2039** (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.
3. 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 delivered or mailed 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 the Security Instrument without further notice or demand on Borrower.

4. 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, as of the date specified in paragraph No. 1 above:



- (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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards 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.

5. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- (d) 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.
- (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.



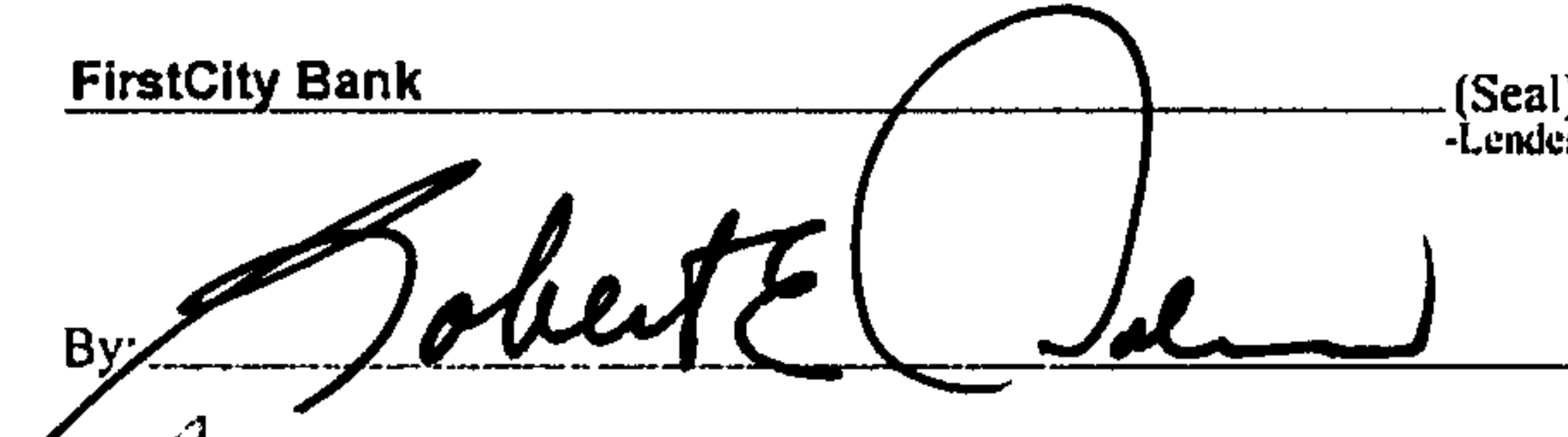
Loan Number: 2615162

By signing this Agreement, Borrower acknowledges receipt of pages 1 through 4 of this Agreement.


FirstCity Bank

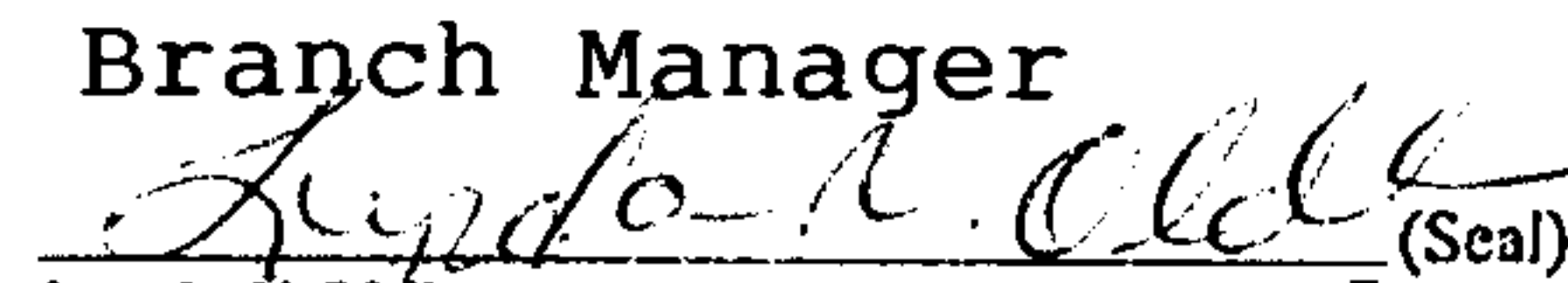
(Seal)
-Lender

By:



Robert E. Johnson, Branch Manager


Richard N Oldham (Seal)
-Borrower


Lynda N Oldham (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Space Below This Line For Acknowledgments)

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument
MERS
ITEM 7134L4 (0703)

Form 3179 1/01 (rev. 6/06)
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20090401000119170 4/6 \$206.15
Shelby Cnty Judge of Probate, AL
04/01/2009 01:39:27PM FILED/CERT

01/20/2009

Loan Number 2615162

State of AL

County of Shelby

On this day personally appeared before me


Richard N Oldham, Lynda N Oldham

To me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this instrument was acknowledged before me
this 20th day of January 2009

My Commission expires:

2/28/12


Notary Public:

State of GA

County of ~~Shelby~~ DeKalb

Before me, the undersigned, a Notary Public in and for the said County and State, personally appeared

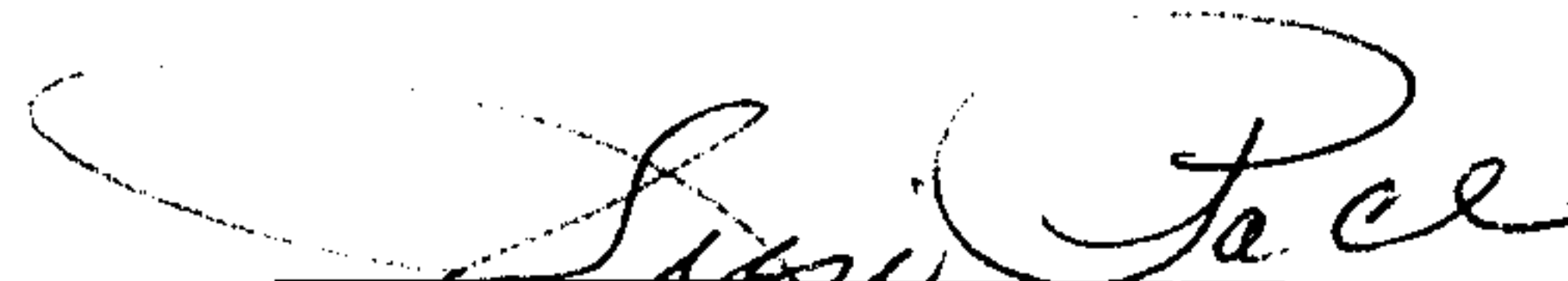
Robert E Johnson, to me known, who, being duly sworn by me, did say that

she is the, Branch Manager of the corporation named herein which executed the within instrument, that the seal affixed to said instrument is the corporate seal of said corporation; and said instrument was signed and sealed on behalf of said corporation pursuant to its by-laws or a resolutions of its Board of Directors and that he acknowledges said instrument to be free act and deed of said corporation.

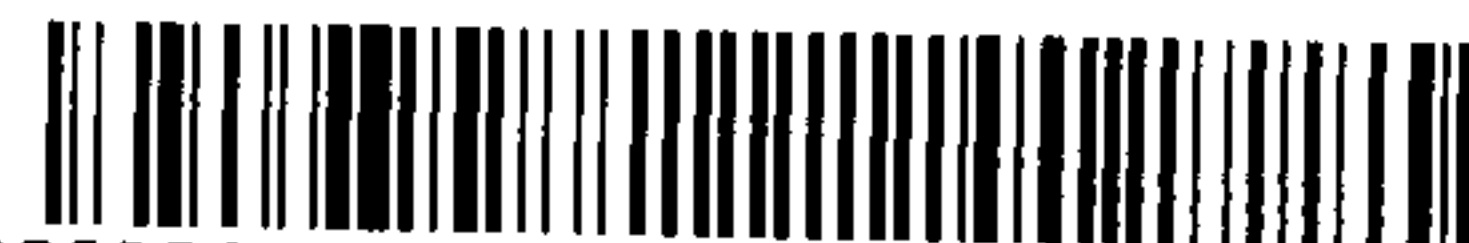
Given under my hand and official seal this instrument was acknowledged before me
this 20th day of January 2009

My Commission expires:

1/25/13


Notary Public:

C0161L0



20090401000119170 5/6 \$206.15
Shelby Cnty Judge of Probate, AL
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Exhibit "A"

Parcel I

Begin at the SW corner of the above said $\frac{1}{4}$ - $\frac{1}{4}$ said point being the point of beginning; thence North 00 degrees 00 minutes 00 seconds East a distance of 358.05 feet; thence North 55 degrees 52 minutes 14 seconds East a distance of 167.24 feet thence South 01 degrees 53 minutes 29 seconds West a distance of 208.29; thence South 70 degrees 51 minutes 15 seconds East a distance of 99.99 feet; thence south 03 degrees 45 minutes 18 seconds East a distance of 290.02 feet to the beginning of a curve to the left, having a radius of 170.69 feet a central angle of 01 degrees 56 minutes 23 seconds and subtended by a said chord which bears South 41 degrees 04 minutes 15 seconds West and a chord distance of 5.78 feet thence along the arc of said curve a distance of 5.78 feet; thence south 40 degrees 03 minutes 26 seconds west a distance of 51.80 feet; thence north 59 degrees 29 minutes 27 seconds West a distance of 241.31 feet to the point of beginning.

Said parcel containing 2.13 acres more or less.



20080822000338840 8/14 \$230.15
Shelby Cnty Judge of Probate, AL
08/22/2008 01:32:40PM FILED/CERT



20090401000119170 6/6 \$206.15
Shelby Cnty Judge of Probate, AL
04/01/2009 01:39:27PM FILED/CERT