

Prepared by:
SUNTRUST MORTGAGE, INC.
901 SEMMES AVENUE
RICHMOND, VA 23224
Return to:
RVW5083
SUNTRUST MORTGAGE, INC.
1001 SEMMES AVENUE
RICHMOND, VIRGINIA 23224

Parcel Number: 03-7-35-0-000-070.000

_____[Space Above This Line For Recording Data]_____
Loan No: 0041968843

AMENDED LOAN MODIFICATION AGREEMENT

This Amended Loan Modification Agreement ("Agreement"), made this 12TH day of MARCH, 2009, between S. MARK GRAY, TRUSTEE AND DANA R. GRAY, TRUSTEE ("Borrower") and SUNTRUST MORTGAGE, INC. ("Lender"), amends and supplements:

(1) That **certain** Mortgage, Deed of Trust, or Security Deed, inclusive of **all attachments thereto** (the "Security Instrument"), between S. MARK GRAY FAMILY TRUST, DATED 10/22/2003 ("Borrower") and SUNTRUST MORTGAGE, INC. ("Lender"), dated MAY 21, 2007 and recorded on **06/12/2007** in Book/Liber N/A, at Page(s)/Folio(s) N/A, as Instrument No. 20070612000275800, of the official Records of SHELBY, ALABAMA [County and State, or other Jurisdiction]

*Borrower is the mortgagor under this Security Instrument.

(2) That **certain** NOTE AND MORTGAGE MODIFICATION AND ADDITIONAL ADVANCE AGREEMENT (Modification Title), inclusive of all attachments **thereto** and any **other** Modification Agreements **that may have been executed by the parties** prior to the date hereof (**the "Modification Agreements"**), dated APRIL 29, 2008 and recorded on **06/30/2008** in Book/Liber N/A at Page(s)/Folio(s) N/A, as Instrument No. 20080630000263990, of the official Records of the SHELBY, ALABAMA (County and State, or other Jurisdiction)

(3) That **certain** Note in the original principal sum of \$1,296,000.00 bearing the same date as, and secured by, the Security Instrument, which covers the real property described in the Security Instrument and defined therein as the "Property", located at

6 **MUIRFIELD VILLAGE, BIRMINGHAM, AL 35242**
{Property Address}

The real property described being set forth as follows:

SEE ATTACHED LEGAL DESCRIPTION

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

1. As of APRIL 29, 2008, the amount payable under the Note and **secured by the** Security Instrument ("Unpaid Principal Balance") is U.S. \$1,296,000.00, 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 \$N/A are being paid herein on new advances. Taxes were paid on the original loan dated N/AN/A and recorded as set out above, in the amount of \$N/A. New advances are \$N/A.

2. The terms of the **Modification Agreements, the Note, and the Security Instrument** are amended as follows:

SECTION I:

PAYMENTS:

(A) Time of Payments

Borrower will make a payment **each and every** month on the first day of the month, beginning on **JUNE 1, 2008**, until the **entire** principal and interest and any other charges that may **be due and owing** under the Note **and/or the Modification Agreements are paid in full**. Each monthly payment will be applied as of its scheduled due date and if the payment includes both principal and interest, it will be applied to interest before principal. If, on **JUNE 1, 2037**, **Borrower** still owes **any** amounts under the Note and/or the Modification Agreements, **Borrower** will pay those amounts in full on that date, which is called the Maturity Date.

(B) Amount of Monthly Payments (Select One Option Only)

☐ **Adjustable Rate Note.** Each monthly payment will be in the amount of U.S. \$ N/A until the first Change Date. After the first Change Date, **and any subsequent Change Dates thereafter, the** monthly payment will be **adjusted to** an amount sufficient to repay the principal and interest at the rate determined in Section II of this Agreement **by the Maturity Date**.

☒ **Interest Only Adjustable Rate Note.** Each monthly payment will be in the amount of U.S. \$6,615.00 until the first Change Date. After the first Change Date, **and any subsequent Change Dates thereafter, the** monthly payment will be in an amount sufficient to pay accrued interest, at the rate determined as described in Section II of this Agreement until **JUNE 1, 2017**. Effective on **JULY 1, 2017** and thereafter, (the "Amortization Period"), **the** monthly payment will be in an amount sufficient to repay the principal and interest in substantially equal installments by the Maturity Date.

3. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note, **the Security Instrument, and/or the Modification Agreements**. Except as otherwise specifically provided in this Agreement, the Note, **the Security Instrument, and/or the Modification Agreements** will remain unchanged; and Borrower and Lender will **each** be bound by, and comply **in full** with, all of the terms and provisions thereof, 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, as amended by this Agreement.

4. Borrower **represents and warrants** that, **as of the date of this Agreement**, there are no defenses, counterclaims or setoffs to the Note, **the Security Instrument, and or the Modification Agreements**, and **does hereby** waive and release any which may exist.

SECTION II

INTEREST RATE AND MONTHLY PAYMENT CHANGES:

Changes in the interest rate and the monthly payments are as follows:

(A) Current Interest Rate

Borrower's current interest rate is 6.125%.

(B) Change Dates

The interest rate may change on the first day of **JUNE, 2014** and on that day every 12TH month thereafter. Each date on which my interest rate could change is called a "Change Date."

(C) The Index

Beginning with the first Change Date, **the** interest rate will be based on an Index. The "Index" is:

☒ **THE AVERAGE OF INTERBANK OFFERED RATES FOR ONE YEAR U.S. DOLLAR DENOMINATED DEPOSITS IN THE LONDON MARKET ("LIBOR"), AS PUBLISHED IN THE WALL STREET JOURNAL.**

The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

☐ **THE WEEKLY AVERAGE YIELD ON UNITED STATES TREASURY SECURITIES ADJUSTED TO A CONSTANT MATURITY OF ONE YEAR, AS MADE AVAILABLE BY THE FEDERAL RESERVE BOARD.**

The most recent Index figure available as of the date N/A days before each Change Date is called the "Current Index."

****If the Index is no longer available, the Lender will choose a new Index that is based upon comparable information. Lender will give Borrower notice of the new Index.**

(D) Interest-Only Period

Please "X" box for Interest-Only Period.

☒ The "Interest-Only Period" is the period from the date of the Note through **JUNE 1, 2017**. For the Interest-Only Period, after calculating **the** new interest rate as provided below, **Lender** will determine the amount of the monthly payment that **will** be sufficient to pay the interest which accrues on the unpaid principal of **the** loan. The result of this calculation will be the new amount of **the** monthly payment.

(E) Amortization Period

The period after the Interest-Only Period is the Amortization Period. For the Amortization Period, after calculating **the** new interest rate as provided below, **Lender** will determine the amount of the monthly payment that **will** be sufficient to repay the unpaid principal that **is** expected to **be due and owing** at the Change Date in full on the Maturity Date at **the** new interest rate in substantially equal payments. The result of this calculation will be the new amount of **the** monthly payment.

(F) Calculation of Changes

Before each Change Date, **Lender** will calculate **the** new interest rate by adding TWO AND ONE/QUARTER percentage points, 2.25% to the Current Index. **Lender** will round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in **subsection (G)** below, this rounded amount will be **the** new interest rate until the next Change Date. **Lender** will then determine the amount of the monthly payment that **will** be sufficient to repay the unpaid principal **that is** expected to **be due and owing** at the Change Date in full on the Maturity Date at **the** new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(G) Limits on Interest Rate Changes

(Please "X" the appropriate spaces.)


- ☐ (1) There will be no maximum limit on interest rate changes.
- ☒ (2) **The** interest rate will never be greater than 11.125%.
- ☒ (3) **The** interest rate will never be less than 2.25%.
- ☐ (4) The interest rate required to **be paid** at the first Change Date will not be greater than % or less than %.
- ☐ (5) **The** interest rate will never be increased or decreased on any single Change Date by more than percentage points from the rate of interest for the preceding period.
- ☒ (6) The interest rate required to **be paid** at the first Change Date will not be greater than 11.125% or less than 2.25%. Thereafter, **the** interest rate will never be increased or decreased on any single Change Date by more than 2.00 percentage points from the rate of interest **that has been paid** for the preceding 12 months. **The** interest rate will never be greater than 11.125%.

(H) Effective Date of Changes

The new interest rate will become effective on each Change Date. **Borrower** will pay the amount of **the** new monthly payment beginning on the first monthly payment date after the Change Date until the amount of **the** monthly payment changes again.

(I) Notice of Changes

The **Lender** will deliver or mail to **Borrower** a notice of any changes in **the** interest rate and the amount of **the** monthly payment before the effective date of any change. The notice will include information required by law to be given to **Borrower** and also the title and telephone number of a person at **Lender** who will answer any question **Borrower** may have regarding the notice.


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Shelby Cnty Judge of Probate, AL
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BY SIGNING BELOW, Borrower and Lender do each accept and agree to the terms and covenants contained in this Amended Loan Modification Agreement as of the date first written above.

Witnesses:

[Signature] (Seal)

[Signature] (Seal)
S. MARK GRAY, TRUSTEE OF S. MARK GRAY
FAMILY TRUST, DATED 10/22/2003

[Signature] (Seal)

[Signature] (Seal)
DANA R. GRAY, TRUSTEE OF S. MARK GRAY
FAMILY TRUST, DATED 10/22/2003

[Signature] (Seal)

[Signature] (Seal)
S. MARK GRAY, INDIVIDUALLY

[Signature] (Seal)

[Signature] (Seal)
DANA R. GRAY, INDIVIDUALLY

SUNTRUST MORTGAGE, INC., LENDER

[Signature]
By: Margaret Slauter
Its: Vice President

Witnesses:

[Signature]
[Signature]

State of ALABAMA §
City/County of JEFFERSON §

On this the 31st day of MARCH, ²⁰⁰⁹, before me DEBORAH M. DAVIS, personally appeared S. MARK GRAY AND DANA R. GRAY, who is/are 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 above instrument and acknowledged to me that he/she/they executed the same as his/her/their voluntary act and deed.

WITNESS my hand and official seal.

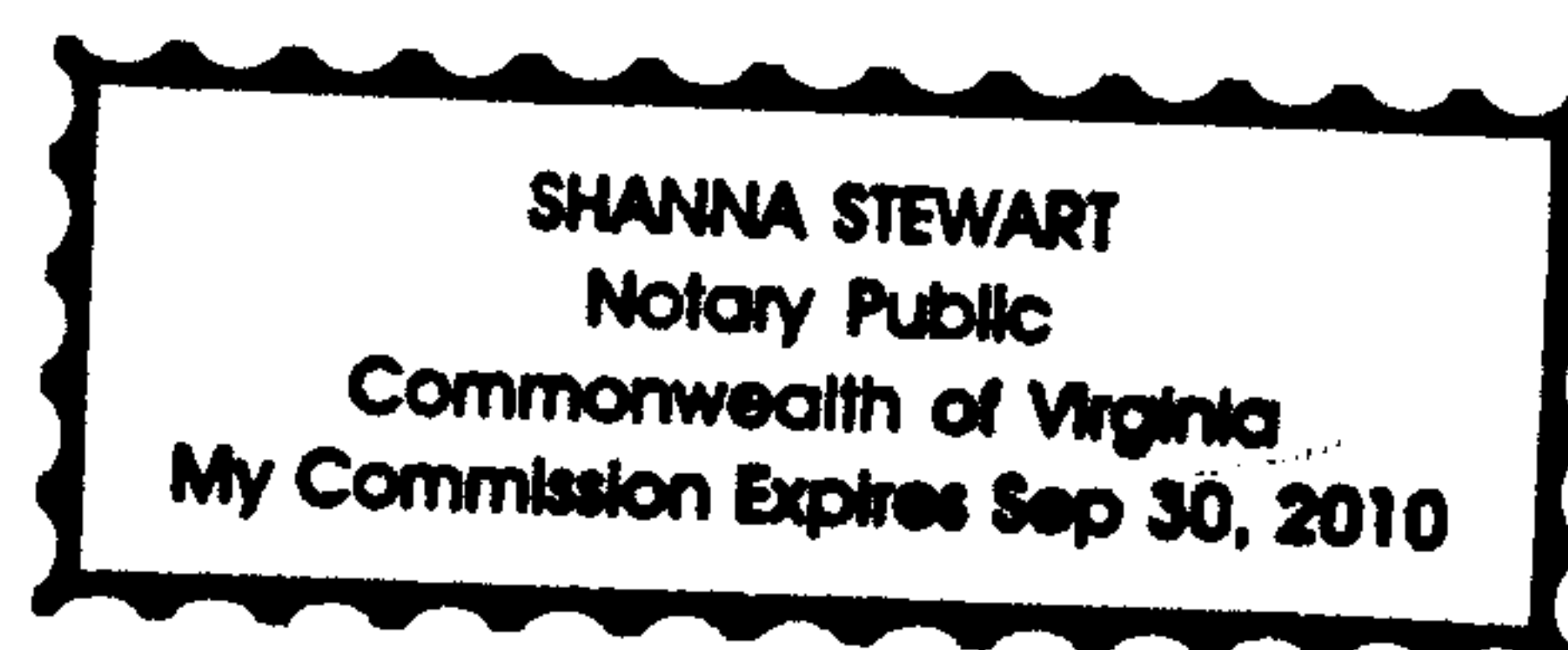
Notary Signature [Signature] (Seal)
My Commission Expires: 12-9-12

Commonwealth of Virginia §
City of Richmond §

On this the 16th day of April, ²⁰⁰⁹, before me, Shanna Stewart, personally appeared Margaret Slauter, Vice President, who is 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 above instrument and acknowledged to me that he/she executed the same as his/her voluntary act and deed and as the voluntary act and deed of the Lender in his/her authorized capacity on behalf of the Lender.

WITNESS my hand and official seal.

Notary Signature [Signature] (Seal)
ID# 7042322
My Commission Expires: September 30, 2010



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Shelby Cnty Judge of Probate, AL
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LEGAL DESCRIPTION

LOT 57, ACCORDING TO THE SURVEY OF SHOAL CREEK SUBDIVISION, AS RECORDED
IN MAP BOOK 6, PAGE 150, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY
COUNTY, ALABAMA.



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Shelby Cnty Judge of Probate, AL
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