

When recorded mail to: **MPG**

Equity Loan Services, Inc.

Loss Mitigation Title Services- LMTS

1100 Superior Ave., Ste 200 **5018583**

Cleveland, OH 44114

Attn: National Recordings 1120

data]

Freddie Mac Loan #: 413961834

This document was prepared by: *Trinity Rogers*

After recording please return to: GMAC Mortgage, LLC *44721117*

Attention: Loss Mitigation Department

3451 Hammond Avenue

Waterloo, IA 50702-5345

5018583
A.

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED.

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

"Intangible tax is not required to be paid on any instrument that modifies by extension, transfer, assignment, or renewal, or gives additional security for an existing note, when the intangible recording tax has been paid on the original instrument, or the original note, or holder of the original instrument was exempt."

This Loan Modification Agreement ("Modification"), is effective April 1, 2009, between DANNY HAYES WENDY HAYES ("Borrower") and GMAC Mortgage, LLC ("Lender"), and amends and supplements (1) the Note (the "Note") made by the Borrower, dated 1/19/2007, in the original principal sum of U.S. \$ 293,000.00 and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on , of the official Records of SHELBY County, AL [County and state, or other jurisdiction]. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at 187 CHASE DRIVE PELHAM AL 35124-0000. That real property is described as follows:

**husband and wife*
See Attached Sheet.

**Received on: 1/24/07*
Instrument # 20070124000038290

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and the Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower *Wendy Hayes* is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$ 6,921.56, have been added to the indebtedness under the terms of the Note and Security Instrument. As of , the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 293,297.40 **- NEW INDEBTEDNESS**

3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.125%, beginning April 1, 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,438.63 beginning on the May 1, 2009, and continuing thereafter on the same day of each succeeding month. If on April 1, 2049 the ("Modified Maturity Date") the Borrower still owes amounts under the Note and 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 3451 Hammond Avenue, Waterloo, IA 50702-5345 or at such other place as Lender may require. **MATURITY EXTENDED**
4. If at any time the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of 5.125% beginning on an effective date stated in the above notice. That date will be at least 30 days after the date on which the notice is delivered or mailed to the Borrower. If the Borrower defaults, the Lender may, at its election, require the Borrower to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced are secured by the Note and Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower shall pay an increased monthly payment that will be based on upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower acknowledges that the increased rate of interest will only be charged if the Borrower does not meet its obligations under the Note and Security Instrument, as modified by this Modification.
5. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the 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.
6. 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 the 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.
7. Borrower releases Servicer, its subsidiaries, affiliates, agents, officers and employees, from any and all claims, damages or liabilities of any kind existing on the date of this Agreement, which are in any way connected with the origination and/or servicing of the Loan, and/or events which resulted in Borrower entering into this Agreement. Borrower waives any rights which Borrower may have under federal or state statutes or common law principal which may provide that a general release does not extend to claims which are not known to exist at the time of execution, including without limitation (if applicable), California Civil code Sec. 1542, which provides as follows:
A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.
8. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)]

1-4 Family Rider - Assignment of Rents

Modification due on transfer rider

[To be signed by all Borrowers, endorser, guarantors, sureties, and other parties signing the Note or Security Instrument].

Modification Due on Transfer Rider

Modification Due on Transfer

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 3/21/2009, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by DANNY HAYES WENDY HAYES (the "Borrower") and GMAC Mortgage, LLC (the "Lender") covering the Property described in the Loan Modification Agreement located at:

187 CHASE DRIVE PELHAM AL 35124-0000In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

- A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

- B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

3/26/09

Date

3/26/09

Date

Date

(Seal)
DANNY HAYES -Borrower
(Seal)
WENDY HAYES -Borrower
(Seal)

GMAC Mortgage, LLC

By: Kristi M. Cam

3-31-09
Date



20090603000211470 4/6 \$465.95
Shelby Cnty Judge of Probate, AL
06/03/2009 02:17:18 PM FILED/CERT

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

Witness

Signature Henry W. Carter
Print HENRY W. CARTER

DANNY HAYES (Seal)
DANNY HAYES

Signature _____
Print _____

WENDY HAYES (Seal)
WENDY HAYES

Witness
Signature Jo Carter
Print JO CARTER

(Seal)

Signature _____
Print _____

State of Alabama }
County of Shelby } ss

On 3/26/09, before me Terri L. Holland, personally appeared
DANNY HAYES WENDY HAYES, 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

Terri L. Holland

MY COMMISSION
EXPIRES 4/1/2012

GMAC Mortgage, LLC (Seal)

Lender

By Kristi M. Caya

Kristi M. Caya

Limited Signing Officer

Witness

Witness

State of Iowa)

County of Black Hawk) ss

On the 31 day of Mar, 2009, before me personally came Kristi M. Caya, Limited Signing Officer of GMAC Mortgage, LLC, 3451 Hammond Avenue, Waterloo, Iowa 50702, to me known who, being by me duly sworn, did depose and say that the company described in and which executed the foregoing instrument; that (s)he knows the seal of said company; that the seal affixed to said instrument is such company seal; that it was so affixed by order of the board of directors of said company and that (s)he signed his/her name thereto by like order.

Reece Sealock
Notary Public

REECE SEALOCK
Iowa Notarial Seal
Commission Number: 752353
My Commission Expires: 04/17/2011



20090603000211470 5/6 \$465.95
Shelby Cnty Judge of Probate, AL
06/03/2009 02:17:18 PM FILED/CERT



20090603000211470 6/6 \$465.95
Shelby Cnty Judge of Probate, AL
06/03/2009 02:17:18 PM FILED/CERT

LEGAL DESCRIPTION

PARCEL I

A PARCEL OF LAND BEING SITUATED IN THE SW 1/4 OF THE NW 1/4 OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 3 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF LOT 6, ROYAL OAKS, EIGHTH SECTOR, AS RECORDED IN MAP BOOK 24, PAGE 113, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; THENCE SOUTH 78 DEG 43 MIN. 53 SEC. WEST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 100.00 FEET; THENCE NORTH 11 DEG. 16 MIN. 07 SEC. WEST A DISTANCE OF 200.00 FEET; THENCE NORTH 78 DEG. 43 MIN. 53 SEC. EAST ALONG A DISTANCE OF 100.00 FEET; THENCE SOUTH 11 DEG. 16 MIN. 07 SEC. A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

PARCEL II

THE BENEFICIAL RIGHTS TO THE FOLLOWING EASEMENT BEING MORE PARTICULARLY DESCRIBED AS PARCEL OF LAND BEING SITUATED IN THE SW 1/4 OF THE NW 1/4 OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 3 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF LOT 9, ROYAL OAKS, EIGHTH SECTOR, AS RECORDED IN MAP BOOK 24, PAGE 113, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; THENCE SOUTH 78 DEG. 43 MIN. 53 SEC. WEST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE OF 75.0 FEET; THENCE NORTH 11 DEG. 16 MIN. 7 SEC. WEST A DISTANCE OF 60.0 FEET; THENCE NORTH 78 DEG. 43 MIN. 53 SEC. EAST A DISTANCE OF 75.0 FEET; THENCE SOUTH 11 DEG. 16 MIN. 7 SEC. EAST A DISTANCE OF 60.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER SAID PARCEL.

THE EASEMENT SHALL BE 60 FEET IN WIDTH, THE CENTER OF WHICH IS DESCRIBED AS EXTENDING 75 FEET WESTWARD FOR THE WESTERN MOST POINT OF THE CENTER LINE OF CHASE DRIVE, PELHAM, ALABAMA AS PLATTED IN MAP BOOK 24 PAGE 113, AT THE JUDGE OF PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

 HAYES
40583421

AL

FIRST AMERICAN ELS
MODIFICATION AGREEMENT

