

20090709000265020 1/6 \$40.70
Shelby Cnty Judge of Probate, AL
07/09/2009 03:52:57 PM FILED/CERT

This Document Prepared By:

Individual's Name/Title:

JENNIFER LANGDON

**3232 NEWMARK DRIVE
MIAMISBURG, OHIO 45342**

When recorded mail to:

Equity Loan Services, Inc. **MLG**

Loss Mitigation Title Services- LMTS

1100 Superior Ave., Ste 200

Cleveland, OH 44114 **5028772**

Attn: National Recordings 1120

Parcel No. 092090009008000

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Original Recorded Date: DECEMBER 20, 2006

Fannie Mae Loan No.: 10878650

Original Principal Amount: \$ 616,800.00

Loan No.: 0005034296

(NEW INTERESTEDNESS \$9,794.15)

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **1ST** day of **APRIL, 2009**,
between **STEVEN RYAN GREEN AND LISA GREEN, HUSBAND AND WIFE**

("Borrower") and **NATIONAL CITY MORTGAGE CO., A SUBSIDIARY OF NATIONAL CITY BANK**

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and
Timely Payment Rewards Rider, if any, dated **DECEMBER 13, 2006** and recorded in
Instrument No. 20061220000620350, of the **Official** Records of

(Name of Records)

SHELBY COUNTY, ALABAMA

, and (2) the Note bearing the same date as, and

(County and State, or other jurisdiction)

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

1005 MOUNTAIN TRCE, BIRMINGHAM, ALABAMA 35242

(Property Address)

**GREEN
40814666**

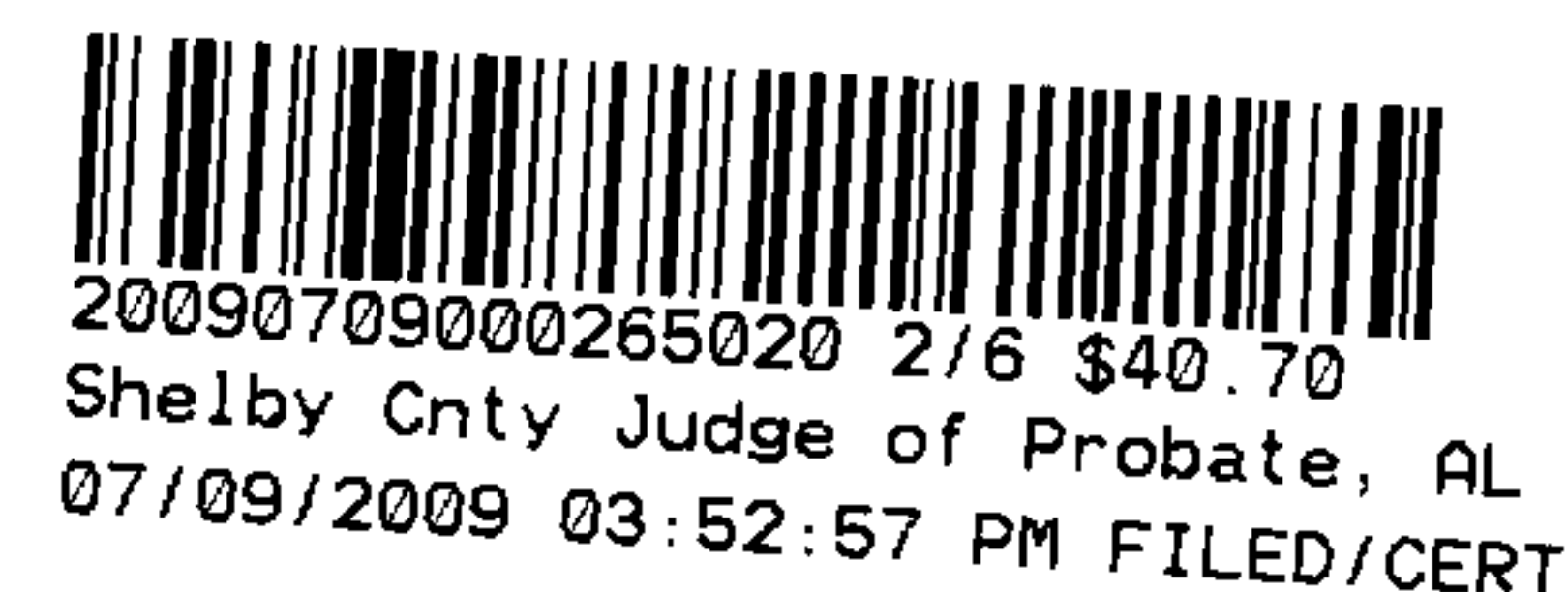
AL

**FIRST AMERICAN ELS
MODIFICATION AGREEMENT**



the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;



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 **APRIL 1, 2009**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **626,594.15**, 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 **5.000** %, from **APRIL 1, 2009**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **3,483.03**, beginning on the **1ST** day of **MAY, 2009**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.000** % will remain in effect until principal and interest are paid in full. If on **JANUARY 01, 2037** (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:

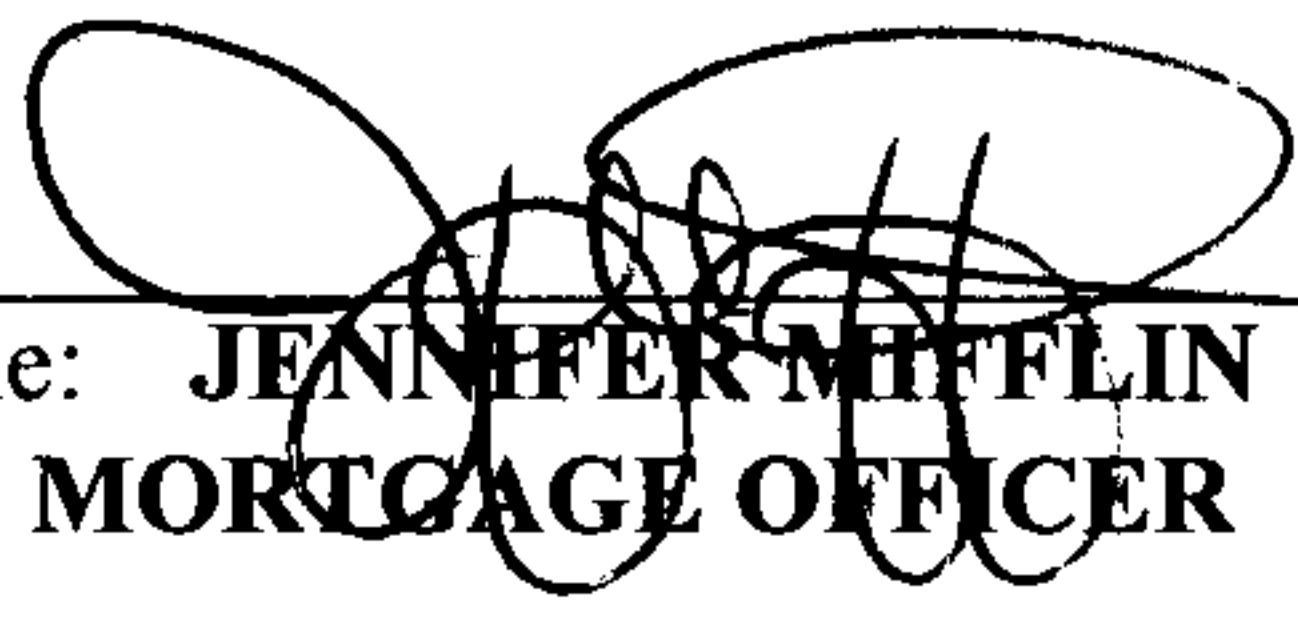
0005034296


- (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) 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.
 - (d) 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.
 - (e) 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.

0005034296

6. This Agreement modifies an obligation secured by an existing security instrument recorded in SHELBY County, ALABAMA, upon which all recordation taxes have been paid. As of the date of this Agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$ 605,774.88. The principal balance secured by the existing security instrument as a result of this Agreement is \$ 626,594.15, which amount represents the excess of the unpaid principal balance of this original obligation.

NATIONAL CITY MORTGAGE CO., A SUBSIDIARY OF NATIONAL CITY BANK


Name: JENNIFER MIFFLIN (Seal)
Its: MORTGAGE OFFICER - Lender


STEVEN RYAN GREEN (Seal)
- Borrower

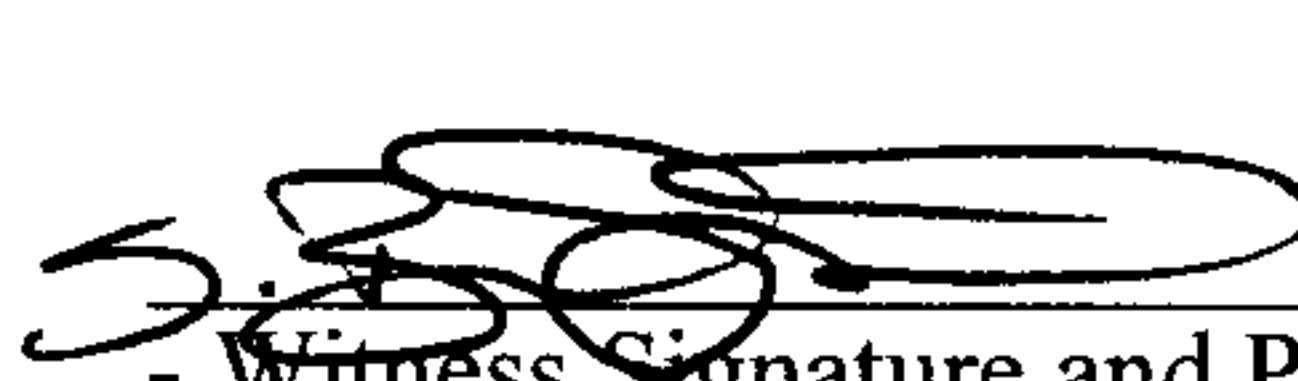

LISA GREEN (Seal)
- Borrower

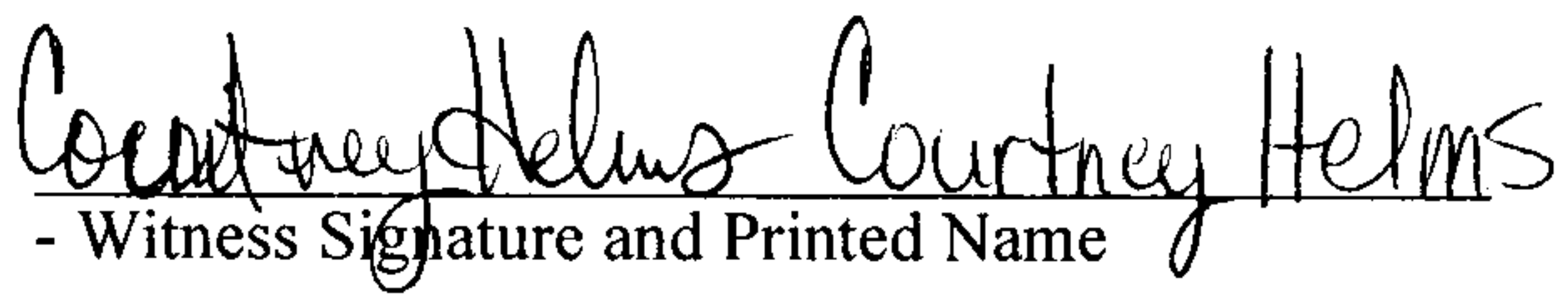
(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

 Brent Stewart
- Witness Signature and Printed Name

 Courtney Helms
- Witness Signature and Printed Name

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Form 3179 1/01 (rev. 01/09)

(page 4 of 5)

First American Loan Production Services

ALABAMA


First American Real Estate Solutions LLC

FALPS# ALFM3179-4 Rev. 02-05-09

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

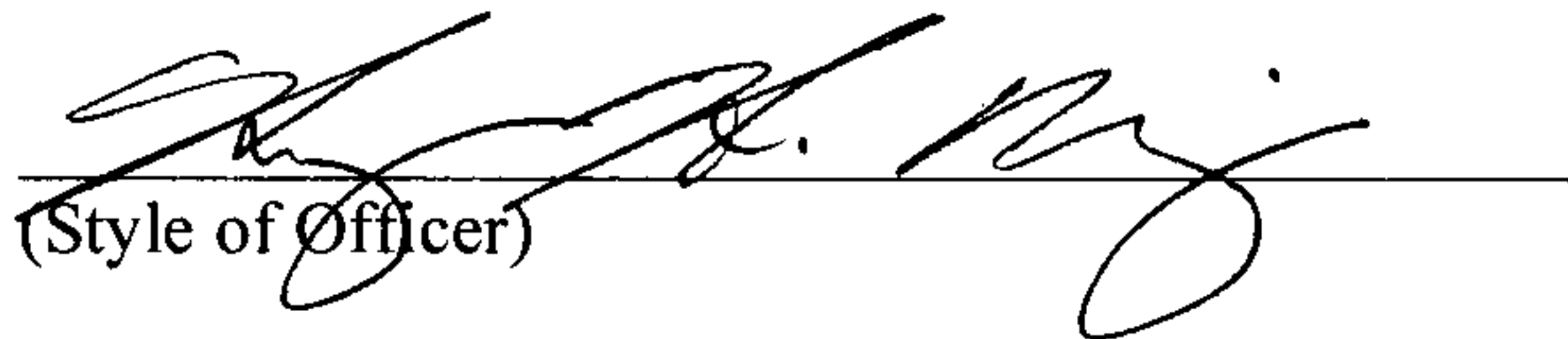
The State of **ALABAMA**)
Tuscaloosa County)


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I, Henry Mize hereby certify that _____
STEVEN RYAN GREEN AND LISA GREEN, HUSBAND AND WIFE

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 20th day of April, 2009.


 (Style of Officer)

MY COMMISSION EXPIRES JANUARY 18, 2011

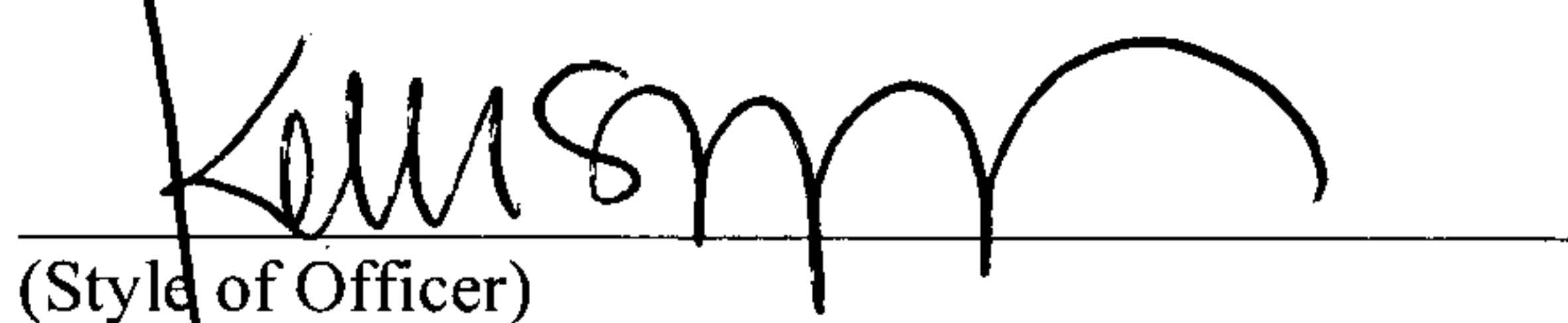
LENDER ACKNOWLEDGMENT

The State of **OHIO**)
MONTGOMERY County)

I, Kelli Simpkins, a Notary in and for said County in said State,
 hereby certify that JENNIFER MIFFLIN whose name as MORTGAGE OFFICER
 of the _____,

a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.


Given under my hand this the 14th day of May, 2009.


 (Style of Officer)



KELLI SIMPKINS
NOTARY PUBLIC
 IN AND FOR
 THE STATE OF OHIO
 MY COMMISSION EXPIRES
 MARCH 9, 2011

LEGAL DESCRIPTION
Exhibit "A"
NCM# 0005034296
TAX ID# 92090009008000


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LOT 8. ACCORDING TO THE MAP OF HIGHLAND LAKES, 2ND SECTOR, PHASE II, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 31, PAGE 134, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.