

20090713000266860 1/4 \$190.10
Shelby Cnty Judge of Probate, AL
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Freddie Mac Loan #: 110827198
This document was prepared by: Valerie Byers

After recording please return to:
Primary Capital Mortgage
Attn: Greg Fleming
P.O. Box 724628
Atlanta, GA 31139

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

This Loan Modification Agreement ("Modification"), is effective June 1, 2009, between Darby F. Calhoun ("Borrower") and Primary Capital Advisors LC ("Lender") and amends and supplements (1) the Note (the "Note") made by the Borrower, dated May 12, 2005, in the original principal sum of U.S. \$119,000.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on May 17, 2005 in Book or Liber 20050517000236940, at page(s) 1 through 13, of the Judge of Probate office of Shelby County, Alabama. 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 116 Heather Lane, Pelham, Alabama 35124. That real property is described as follows:

Lot 102 according to the Survey of The Ridge at Stonehaven, Phase I as recorded in Map Book 25, Page 118, Shelby County, Alabama Records.

DFC

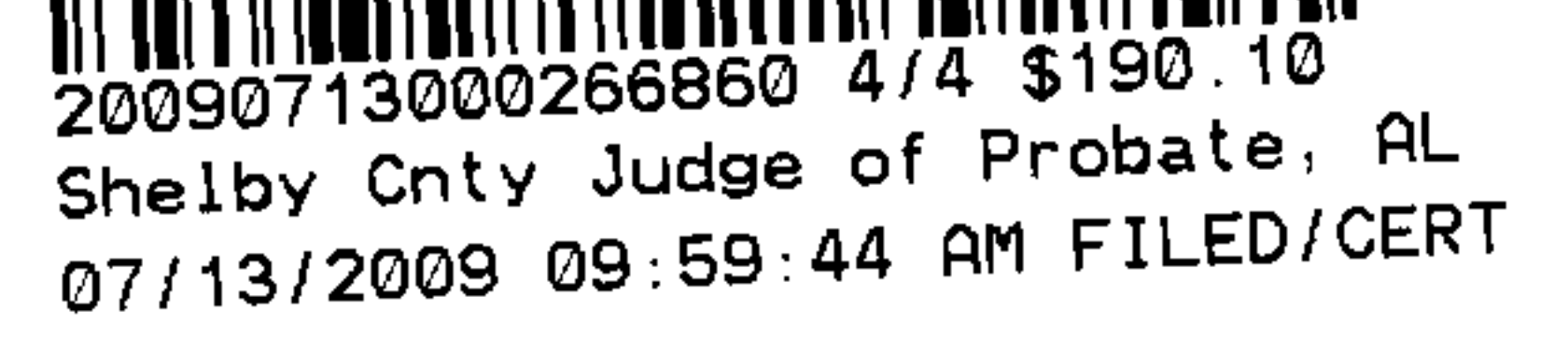
The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which 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 is 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 \$1,022.79, have been added to the indebtedness under the terms of the Note and Security Instrument. As of June 1, 2009, 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. \$113,369.59.
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 5.5000%, beginning June 1, 2009. The Borrower promises to make monthly payments of Principal and Interest of U.S. \$584.73, beginning on the 1st Day of July, 2009, and continuing thereafter on the same day of each succeeding month. If on June 1, 2049 (the "Modified Maturity Date"), the Borrower still owes amounts under the 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 P.O. Box 724628, Atlanta, GA 31139 or at such other place as the Lender may require.
4. 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.



5. Nothing in the 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 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.
 6. 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.
- ☐ 1-4 Family Rider – Assignments of Rents
 - ☐ Modification Due on Transfer Rider
 - ☐ Bankruptcy Rider
 - ☐ Other Rider

AK



6-25-09
Date

(seal) Darby F. Calhoun Darby F. Calhoun

Date

(seal)

7/2/09
Date

Primary Capital Advisors LC

By: Valerie Byers
Valerie Byers, AVP

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