

20090713000266950 1/5 \$210.50
Shelby Cnty Judge of Probate, AL
07/13/2009 10:17:38 AM FILED/CERT

LOAN MODIFICATION AGREEMENT

MIN: 1000467-3000821503-6 (Providing for Adjustable Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 3RD day of July, 2009, between William W. Annonio and Sandra S. Annonio, Husband and Wife

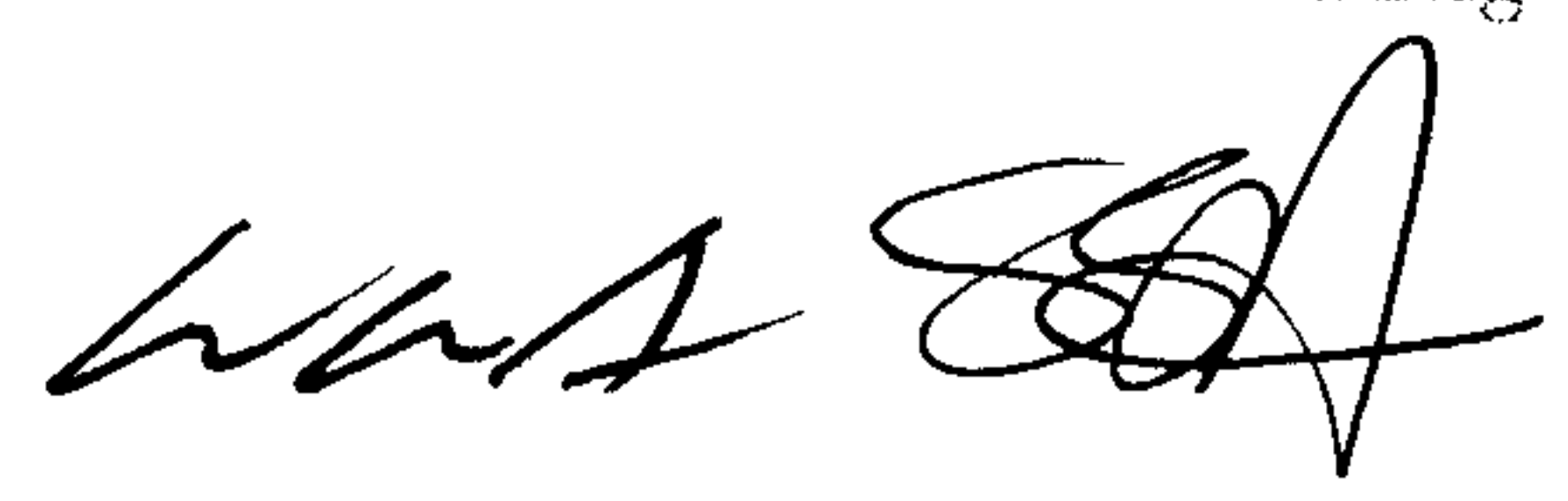
(*"Borrower"*) and
RBC Bank (USA), A Corporation Formerly Known As First American Bank, An Alabama Banking Corporation
amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated May 29, 2008 and recorded in Book or Liber *
at page(s) , of the Judge of Probate Records of
Shelby County, Alabama and (2) adjustable rate note ("the Note"),
[County and State, or other Jurisdiction]

bearing the same date as, and 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 303 Chelsea Ridge Lane, Chelsea, AL 35043
[Property Address]

LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae/Freddie Mac Uniform Instrument
Form 3161 6/06
Wolters Kluwer Financial Services
VMP®-898R (0610)
Page 1 of 5 Initials: _____

* Instrument 20080603000223280

The loan amount is decreasing from \$315,000.00 to \$125,000.00.



the real property described being set forth as follows:

LOT 5-A, ACCORDING TO THE RESUBDIVISION OF TRACT 5 OF CHELSEA RIDGE RESURVEY, AS RECORDED IN MAP BOOK 33, PAGE 108, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

THIS IS A PURCHASE MONEY MORTGAGE.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

1. As of July 3, 2009, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 125,000.00, 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 6.00 %, from July 3, 2009. The interest rate Borrower will pay may change in accordance with terms of the Note. Borrower promises to make monthly payments of principal and interest of U.S. \$ 749.44, beginning on the 1ST day of September, 2009. The amount of

[Handwritten signatures]



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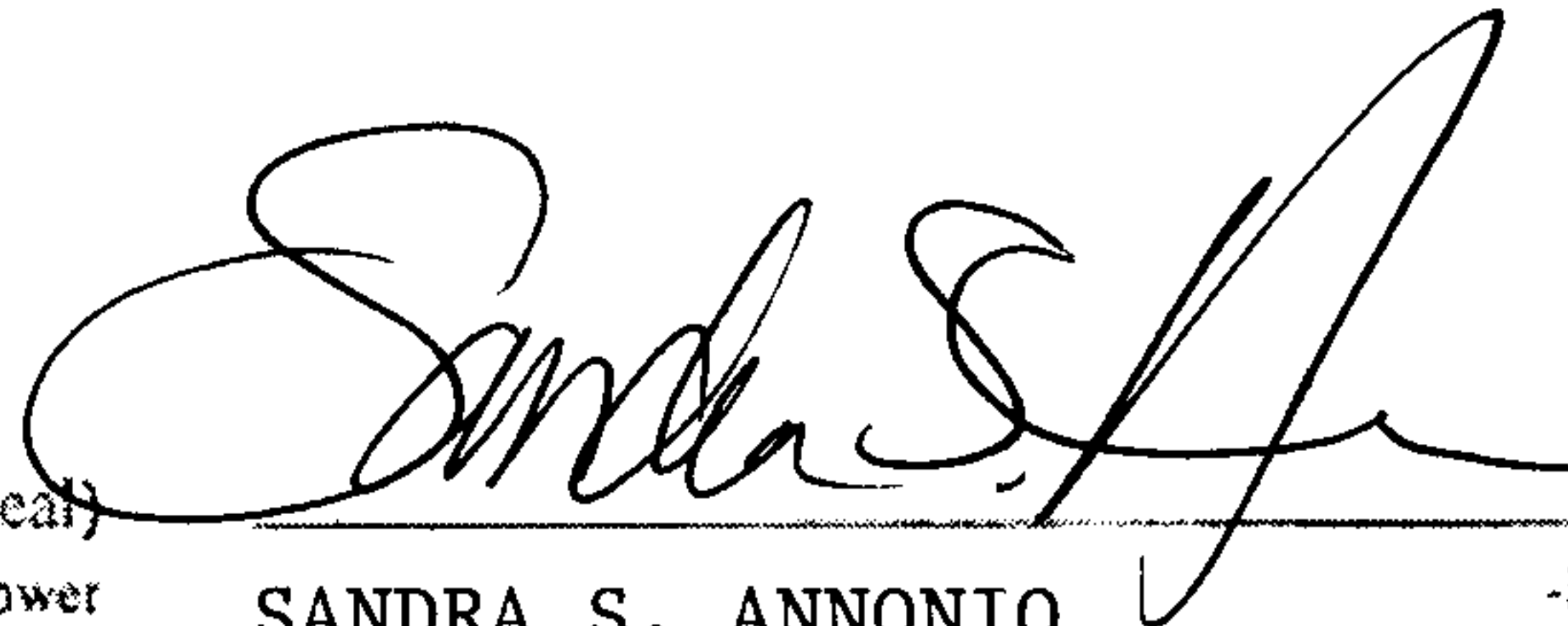
Borrower's monthly payments may change in accordance with the terms of the Note. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of the principal and interest shall be due and payable on the 1ST day of August, 2039, which is the present or extended Maturity Date.

3. If on 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.
4. 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 the 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.



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 (Seal)
WILLIAM W. ANNONIO -Borrower

 (Seal)
SANDRA S. ANNONIO -Borrower

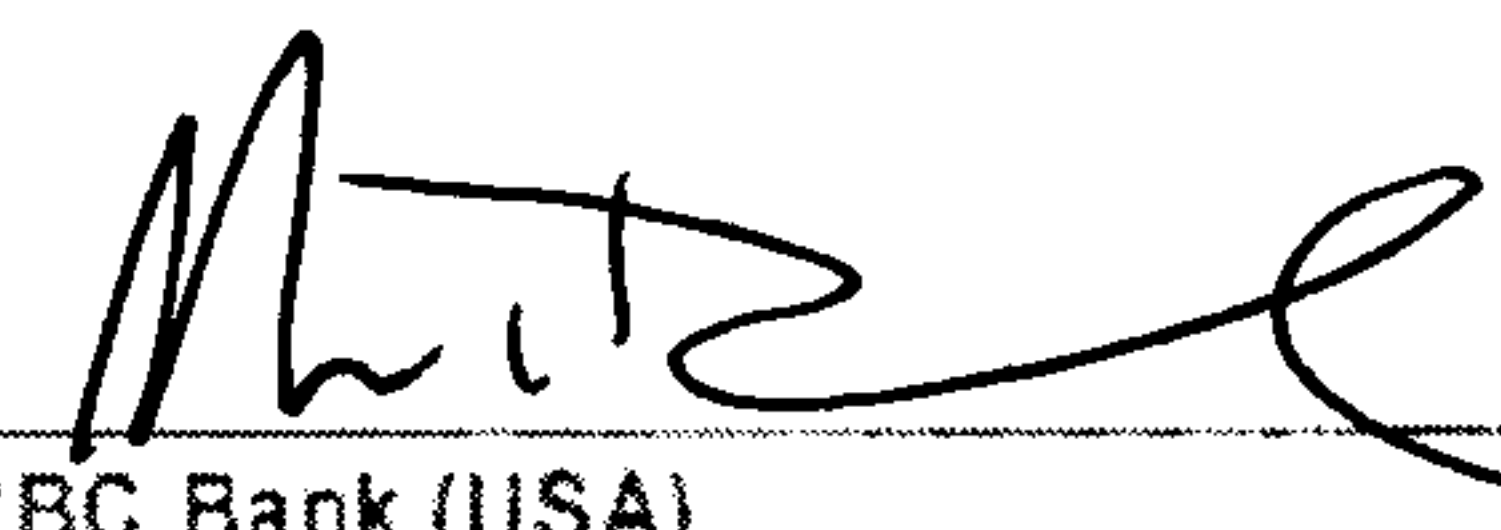
____ (Seal) _____ (Seal)
-Borrower -Borrower

____ (Seal) _____ (Seal)
-Borrower -Borrower

____ (Seal) _____ (Seal)
-Borrower -Borrower

____ (Seal) _____ (Seal)
-Borrower -Lender

____ (Seal)
-Borrower


RBC Bank (USA)

By: Matt Bearden, Production Manager

ACKNOWLEDGMENT

State of Alabama

County of **Jefferson**

I, the undersigned, a Notary Public in and for said County and State, hereby certify that William W. Annonio and Sandra S. Annonio, Husband and Wife, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 3rd day of July 2009

Notary Public **Gene W. Gray, Jr.**
11/09/10

State of Alabama

County of **Jefferson**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Matt Bearden**, whose name as **Production Manager** of RBC Bank (USA), 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this the 3rd day of July 2009

Notary Public **Gene W. Gray, Jr.**
11/09/10