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Shelby Cnty Judge of Probate, AL  
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**After Recording Return To:**  
RUTH RUHL, P.C.  
Attn: Recording Department  
2305 Ridge Road, Suite 106  
Rockwall, Texas 75087

**This Document Prepared By:**  
Ruth Ruhl, Esquire  
RUTH RUHL, P.C.  
2305 Ridge Road, Suite 106  
Rockwall, TX 75087

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Loan No.: 8285529

MERS No.: 100022408298552974

MERS Phone: 1-888-679-6377

## **LOAN MODIFICATION AGREEMENT**

(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 1st day of June, 2009, between Sidney R. Lankford, Jr. and Erica L Edwards Lankford, husband and wife ("Borrower") and HSBC Mortgage Corporation (USA)

and Mortgage Electronic Registration Systems, Inc. ("Lender"), ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Timely Payment Rewards Rider, if any, dated February 13th, 2007, granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on February 15th, 2007, in Mortgage Book N/A, Page N/A, Instrument No. 20070215000070630, Official Records of Shelby County, Alabama, and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in said Security Instrument and defined therein as the "Property," located at 153 Wild Timber Parkway, Pelham, Alabama 35124,

**"The original loan amount was \$ 315,500.00 and the Unpaid Principal Balance is \$ 323,238.21. The portion of the Unpaid Principal Balance which is subject to mortgage registry tax is \$ ~~7,738.21~~ \$323,238.21."**

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the real property described being set forth as follows:

LOT 33, ACCORDING TO THE FINAL PLAT OF WILD TIMBER, PHASE 2, AS RECORDED IN MAP BOOK 33, PAGE 9, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED.

PARCEL ID NUMBER: 58-14-1-02-3-003-016.000

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 June 1st, 2009, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$323,238.21, 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 for the first year at the yearly rate of 3.500%, from June 1st, 2009, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. \$1,451.48, beginning on the 1st day of July, 2009 and shall continue the monthly payments thereafter on the same day of each succeeding month until June 1st, 2010. During the second year, interest will be charged at the yearly rate of 4.125% from June 1st, 2010, and Borrower shall pay monthly payments of principal and interest in the amount of U.S. \$1,563.45, beginning on the 1st day of July, 2010 and shall continue the monthly payments thereafter on the same day of each succeeding month until June 1st, 2011. During the third year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of 4.625% from June 1st, 2011, and Borrower shall pay monthly payments of principal and interest in the amount of U.S. \$1,653.64, beginning on the 1st day of July, 2011, and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on June 1st, 2039, (the "Maturity Date"), Borrower still owes amounts under the Note and 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, the 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 specified date in paragraph No. 1 above:

(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

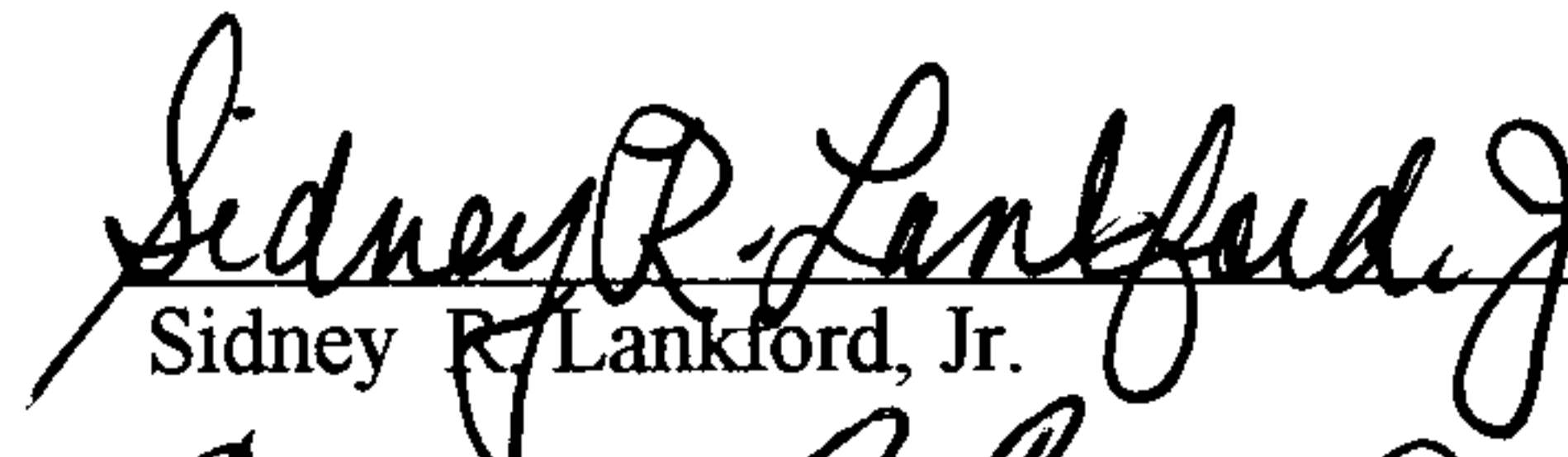
(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.



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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.

6/22/09  
Date

 (Seal)  
Sidney R. Lankford, Jr. -Borrower

6/22/09  
Date

 (Seal)  
Erica L Edwards Lankford -Borrower


\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

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**BORROWER ACKNOWLEDGMENT**

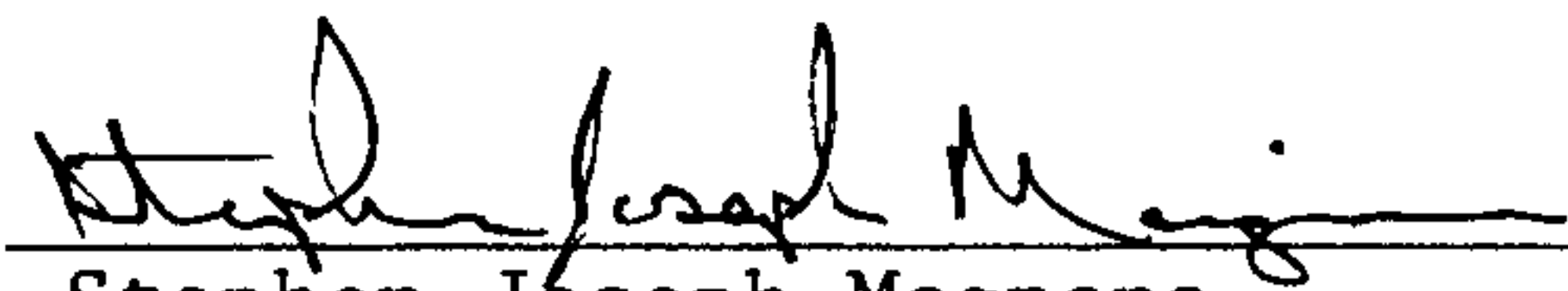

State of Alabama §  
Jefferson §  
County of ~~Shelby~~ §

I, Stephen Joseph Mangana, Notary Public *[name and style of officer]*,  
hereby certify that Sidney R. Lankford, Jr. and Erica L Edwards Lankford

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 22<sup>nd</sup> day of JUNE, A.D. 2009 .

(Seal)

  
\_\_\_\_\_  
Stephen Joseph Magnana  
  
  
\_\_\_\_\_  
Style of Officer

Loan No.: 8285529

June 24, 2009  
-Date

6/30/09  
-Date

HSBC Mortgage Corporation (USA)  
-Lender

Mortgage Electronic Registration Systems, Inc.  
-Mortgagee

By: [Signature]  
Its: DAVID SCHNEITER, AVP #14034

By: [Signature]  
Its: Assistant Secretary LYNNE RUBERTO #8356  
ASSISTANT SECRETARY

### LENDER/MORTGAGEE ACKNOWLEDGMENT

State of New York §  
County of Erie §

I Susan F. Dorchak, a NOTARY in and for said County in said State, hereby certify that DAVID SCHNEITER whose name as AVP of HSBC Mortgage Corporation (USA)

and LYNNE RUBERTO, Assistant Secretary of Mortgage Electronic Registration Systems, Inc., Mortgagee, 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 entity.

Given under my hand this the 30<sup>TH</sup> day of JUNE, 2009.

(Seal)

[Signature]  
Susan F. Dorchak  
NOTARY Public  
Style of Officer

SUSAN F. DORCHAK  
No. 01DO6191831  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires Aug. 25, 2012