



20090918000358400 1/6 \$30.65
Shelby Cnty Judge of Probate, AL
09/18/2009 01:45:13 PM FILED/CERT

After Recording Return To:

RUTH RUHL, P.C.

[Company Name]

Attn: Recording Department

[Name of Natural Person]

2305 Ridge Road, Suite 106

[Street Address]

Rockwall, Texas 75087

[City, State, Zip]

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.: 17366626

MERS No.: 100224640000877051

MERS Phone: 1-888-679-6377

LOAN MODIFICATION AGREEMENT

**(Providing for Initial Temporary Fixed Rate with
Conversion to Original Adjustable Interest Rate Note terms)**

This Loan Modification Agreement ("Agreement"), effective this 12th day of September, 2008, between Dale E. McCullough, II and Robin T. McCullough, husband and wife

("Borrower")

and Citibank, N.A., as trustee for the Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-HE2 by: Litton Loan Servicing LP as its attorney-in-fact

("Lender"),

and Mortgage Electronic Registration Systems, Inc.

("Mortgagee"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Timely Payment Rewards Rider, if any, dated October 10th, 2006, 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 October 13, 2006, in Mortgage Book

N/A, Page N/A, Instrument No. 2006507990, Official Records of

Shelby County, Alabama, and (2) the adjustable rate note (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 1988 19th Place, Calera, Alabama 35040

"The original loan amount was \$ 144,500.00 and the Unpaid Principal Balance is \$ 147,562.70. The portion of the Unpaid Principal Balance which is subject to mortgage registry tax is \$ 3,062.70."

Loan No.: 17366626

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 September 1st, 2008, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 147,562.70, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender.

2. **Initial Temporary Fixed Interest Rate and Payment:** Interest will be charged on the Unpaid Principal Balance at the yearly fixed rate of 7.400 %, from September 1st, 2008 until April 1st, 2011. Borrower promises to make thirty-two (32) monthly payments of principal and interest of U.S. \$ 1,040.23, beginning on the 1st day of October, 2008. Borrower will continue making monthly principal and interest payments on the same day of each succeeding month until May 1st, 2011.

3. **Adjustable Interest Rate and Payment:** Interest will be charged on the Unpaid Principal Balance from May 1st, 2011. The interest rate Borrower will pay will be determined in accordance with the terms of the Note and may change every twelve (12) months in accordance with the terms of the Note. Borrower promises to make monthly payments of principal and interest beginning on the 1st day of June, 2011. The amount of Borrower's monthly principal and interest payments will be determined in accordance with the terms of the Note and 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 principal and interest shall be due and payable on the 1st day of November, 2036, which is the present or extended Maturity Date.

Borrower understands and acknowledges that 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.

4. 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.

5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation agreement of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

6. 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.

Loan No.: 17366626

(c) All terms and provisions of any interest only 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 interest only terms, said terms and provisions are forever cancelled, null and void, as of the date specified in paragraph No. 1 above.

(d) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.

(e) 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.

(f) 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.

(g) 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.

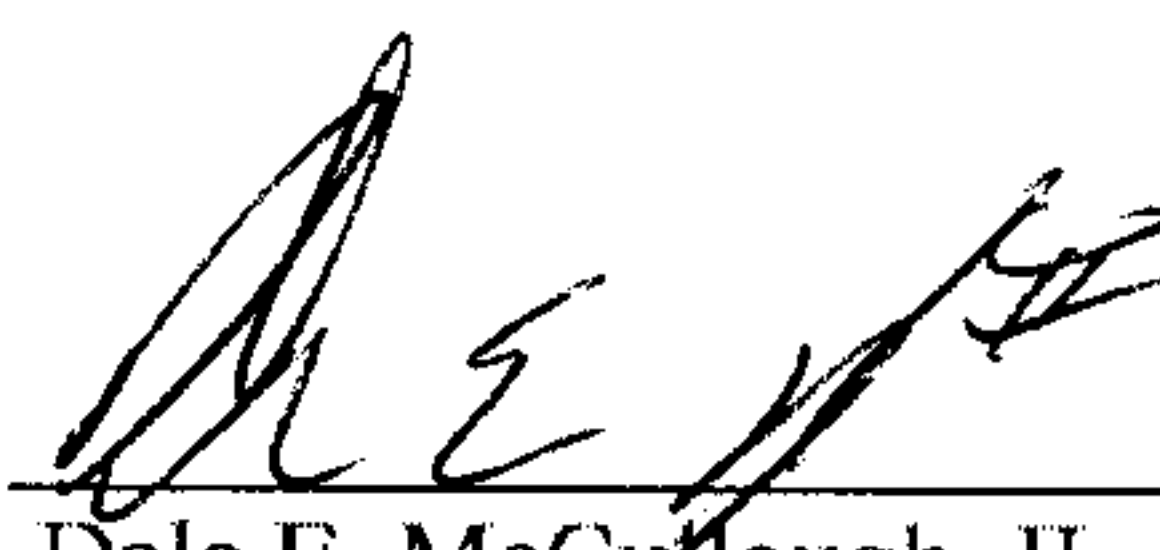
7. This Agreement will not be binding or effective unless and until it has been signed by both Borrower and Lender.

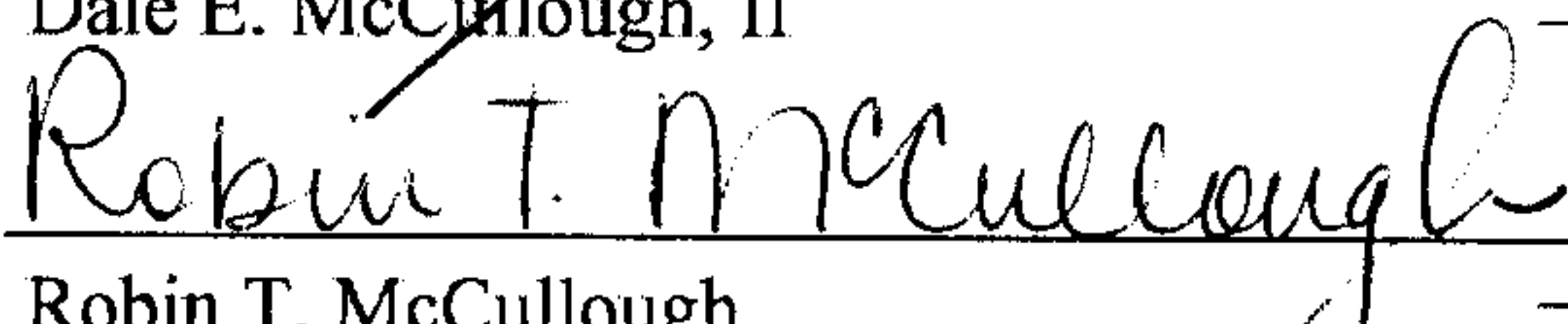
9/17/08
Date

9/17/08
Date

Date

Date


Dale E. McCullough, II (Seal)
-Borrower


Robin T. McCullough (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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BORROWER ACKNOWLEDGMENT

State of Alabama §
County of Shelby §

I, W. E. May, Notary Public
hereby certify that Dale E. McCullough, II and Robin T. McCullough

[name and style of officer],

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 17 day of SEPTEMBER, A.D. 2008.

(Seal)

W.E. May

Printed/Typed Name: W. E. May

W. E. May
Style of Officer Notary Public

My Commission Expires: 3-14-2012

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FEB 18 2009

-Date

FEB 18 2009

-Date

Citibank, N.A., as trustee for the Merrill
Lynch Mortgage Investors Trust, Mortgage -Lender
Loan Asset-Backed Certificates, Series 2007-
HE2 by: Litton Loan Servicing LP as its
attorney-in-fact

By: _____

Printed/Typed Name: Yolanda M. Martinez
Asst. V-President

Its: Asst. V-President

Mortgage Electronic Registration Systems, Inc.

-Mortgagee

By: _____

Printed/Typed Name: MARTI NORIEGA

Its: Assistant Secretary

LENDER/MORTGAGEE ACKNOWLEDGMENT

State of Texas §

County of Harris §

Arliss D. Hauser

I, ARLISS HAUSER,

a **NOTARY PUBLIC**

in and for said County in said

State, hereby certify that

Yolanda M. Martinez

whose name as

Asst. V-President

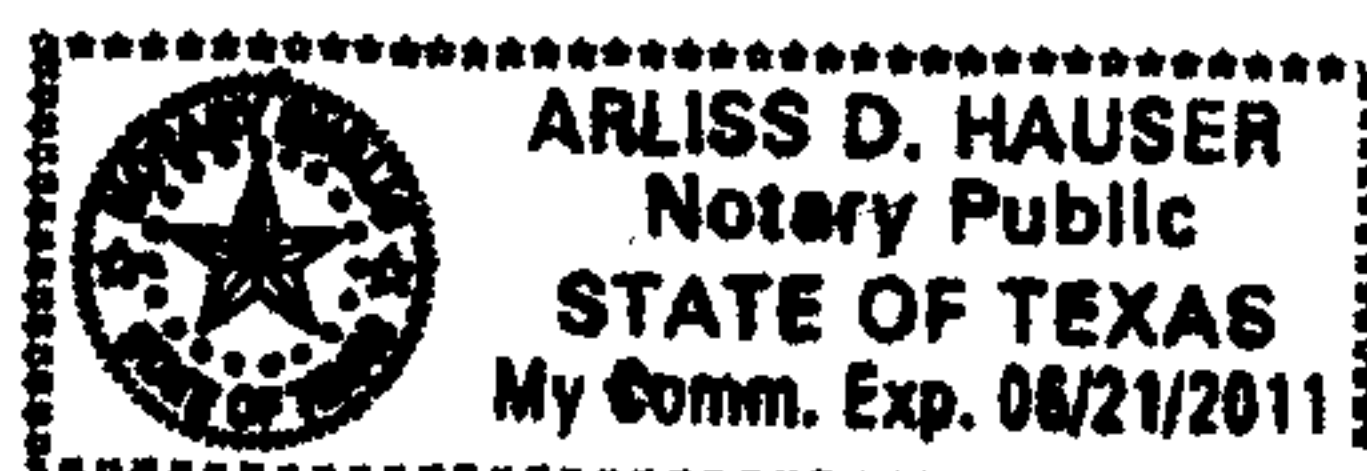
of Citibank, N.A., as trustee for the Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed
Certificates, Series 2007-HE2 by: Litton Loan Servicing LP as its attorney-in-fact

and MARTI NORIEGA,

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 18 day of February, 2009.

(Seal)



Arliss D. Hauser

Arliss D. Hauser

Printed/Typed Name: ARLISS HAUSER

NOTARY PUBLIC

Style of Officer

My Commission Expires: JUN 21 2011



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EXHIBIT "A"

Lot 26-A according to Scott's Resurvey of Block 267, Lots 24 thru 27, Dunstan's Map of Calera, as recorded in Map Book 29, page 75, in the Office of the Judge of Probate of Shelby County, Alabama.

Less and except the following:

A part of Lot 26-A according to the Survey of Scott's Resurvey of Block 267, Lots 24 thru 27, Dunstan's Map of Calera, as recorded in Map Book 29, Page 75, Shelby County, Alabama, and being more particularly described as follows:

Commence at the intersection of the centerline of a 20 foot alley vacated in Instrument No. 2001-49438 in above said Probate Office, and the extended South line of Lot 26-A, according to the above said Resurvey of Dunstan's Map of Calera; thence N 89° 04' 11" W, a distance of 131.93 feet; thence N 05° 05' 18" W, a distance of 196.99 feet; thence S 87° 51' 13" E, a distance of 36.55 feet to the point of beginning; thence S 86° 54' 33" E, a distance of 116.21 feet to the centerline of above said 20 foot vacated alley; thence N 81° 07' 03" W and leaving said centerline, a distance of 117.46 feet; thence S 00° 01' 29" E, a distance of 11.87 feet to the point of beginning.