

When recorded mail to: MPG

Equity Loan Services, Inc.

Loss Mitigation Title Services- LMTS

1100 Superior Ave., Ste 200

Cleveland, OH 44114

Attn: National Recordings 1120

Save This Line For Recording Data]_____

FannieMae No. 1705130716

IndyMac Federal No. 1010494258

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made 4/3/2009 between Clarice Moore (Borrower) & Marvin Moore and *IndyMac Federal Bank, F.S.B.* ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated 9/26/2007, and recorded on 10/4/2007, in Book or Liber n/a, at page(s) n/a or as Document or Instrument Number 2007100400046418(, of the Official Records of Shelby, Alabama [County and State or other jurisdiction] and (2) the Note, 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", which is located at: 2026 Highview Way, Calera, AL 35040, the real property described being set forth as follows:

SEE EXHIBIT "A"

Assessor's Parcel No. 227352011015000

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

1. As of 4/3/2009, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$167,375.13, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
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 a yearly rate of 4.6250%, from 4/1/2009. Borrower promises to make monthly payments of principal and interest of U.S. \$765.96, beginning on 5/1/2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.6250% will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on 4/1/2049 (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.

Borrower will make such payments at: IndyMac Federal Bank, P.O. Box 78826, Phoenix, AZ 85062 or at such other place as Lender may require.

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 this 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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this 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 cancelled, null and void, as of the date specified 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 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 and Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Nothing in this Agreement shall be understood on 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 Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Witnessed by:


 20091016000391470 2/5 \$274.10
 Shelby Cnty Judge of Probate, AL
 10/16/2009 12:24:59 PM FILED/CERT

 Print Name -

 Print Name -

Executed by:

Clarice Moore
 Clarice Moore(Borrower) - Borrower

Marvin Moore
 Marvin Moore -

State of *Alabama*
 County of *Shelby*

On this 9th day of APRIL, 2009, before me ANN J. McCONICO, Notary Public, personally appeared Clarice Moore(Borrower) & Marvin Moore personally known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person, or entity upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal

Ann J. McConico
 Signature of Notary Public
 (Notary Seal)
 Ann J. McConico
 Comm Exp. 5/01/2012



20091016000391470 3/5 \$274.10
Shelby Cnty Judge of Probate, AL
10/16/2009 12:24:59 PM FILED/CERT

Lender:
IndyMac Bank,

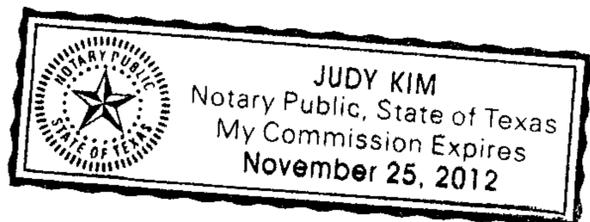


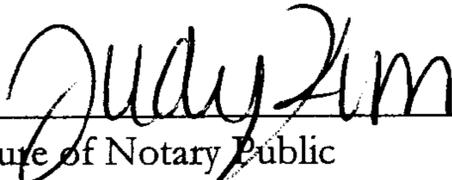
Dennis Kirkpatrick, Vice President

State of *Texas*
County of *Travis*

Today June 24, 2009 before me Judy Kim, Notary Public
personally appeared Dennis Kirkpatrick, Vice President of IndyMac Bank and personally known
to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he
executed the same in his authorized capacity, and that by his signature on the instrument, the person,
or entity upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal





Signature of Notary Public
(Notary Seal)

*This is to certify that this instrument was prepared by
Indymac Servicing, One West Bank, FSB one of the
parties represented in this instrument.*

Karen Takacs

Title: Karen Takacs

*Loss Mitigation Title Administrator,
Indymac Servicing, One West Bank, FSB*

*7700 W. Parmer
Bldg. D, 2nd Floor
Austin, TX. 92707*



20091016000391470 4/5 \$274.10
Shelby Cnty Judge of Probate, AL
10/16/2009 12:24:59 PM FILED/CERT

RE: CLARICE MOORE

20071004000464180 15/18 \$302.85
Shelby Cnty Judge of Probate, AL
10/04/2007 09:44:10AM FILED/CERT

LOAN: 127942421

FILE NO: R07-16250

20091016000391470 5/5 \$274.10
Shelby Cnty Judge of Probate, AL
10/16/2009 12:24:59 PM FILED/CERT

EXHIBIT "A"

LOT 973 ACCORDING TO THE SURVEY OF WATERFORD HIGHLANDS SECTOR 4
PHASE 2 AS RECORDED IN MAP BOOK 36 PAGE 15A AND 15B IN THE PROBATE
OFFICE OF SHELBY COUNTY, ALABAMA.

APN# 227352011015000

MOORE
41127661
FIRST AMERICAN ELS 251.19 AL
MODIFICATION AGREEMENT