

20091103000410800 1/3 \$304.85
Shelby Cnty Judge of Probate, AL
11/03/2009 12:31:32 PM FILED/CERT

This Instrument was Prepared by:
Channon Moorman-National City Mortgage
3232 Newmark Drive
Miamisburg, OH 45342

After Recording Please Return To:
Old Republic Title
ATTN: Post Closing-Recording
530 S. Main St., Ste. 1031
Akron, OH 44311

21148313

Freddie Mac Loan Number 721237050
Servicer Loan Number 0001623642

BALLOON LOAN MODIFICATION

(Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider)

TWO ORIGINAL BALLOON LOAN MODIFICATIONS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED.

This Balloon Loan Modification ("Modification"), entered into effective as of the 15th day of October, 2009 between MICHAEL J RECTOR and BEVERLY B RECTOR, Married, Husband and Wife ("Borrower(s)") and National City Mortgage ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated October 17, 2002, securing the original principal sum of U.S., \$218,320.00, and recorded in Instrument No. 20021023000523460 of the Records of Shelby County, Alabama; and (2) the Balloon Note bearing the same date as, and secured by, the Security Instrument ("Note") which covers the real and personal Property described in the Security Instrument and defined in the Security Instrument as the "Property", located at 2568 MAGNOLIA PL, BIRMINGHAM, Alabama 35242, the real property described being set forth as follows:

LOT 31, ACCORDING TO THE SURVEY OF THE MAGNOLIAS AT BROOK HIGHLAND, AS EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 13, PAGE 102 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

To evidence the election by the Borrower of the (Conditional Right to Refinance) (Conditional Modification and Extension of Loan Terms) as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and

MULTISTATE BALLOON LOAN MODIFICATION-Single Family-Freddie Mac UNIFORM
INSTRUMENT FORM 3293(3/97) Initials MR [Signature]

Page 2 of 3
Loan No. 0001623642

Lender agree as and follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower is owner and occupant of the Property.
2. As of November 1, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$191,885.53.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at a yearly rate of 5.25% beginning November 1, 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,198.83, beginning on the 1st day of December, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.

If on November 1, 2032 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and 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 National City Mortgage Company, P.O. Box 533510, Atlanta, GA 30353-3510, or at such other place as the Lender may require.

4. The Borrower will comply with all other 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; however, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever canceled, null and void, as of the maturity date of the Note.

5. Nothing in this 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 the 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.

(To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note.)

BORROWERS:


MICHAEL J. RECTOR

BEVERLY E. RECTOR



20091103000410800 3/3 \$304.85
 Shelby Cnty Judge of Probate, AL
 11/03/2009 12:31:32 PM FILED/CERT

Page 3 of 3
 Loan No. 0001623642

State of ALABAMA
 County of SHELBY

On this the 15th day of OCTOBER, 2009, before me, the undersigned Notary Public, personally appeared Michael J. Rector and Beverly B. Rector, proven to me on the basis of satisfactory evidence to be the person(s) whose name(s) was/were subscribed to the written instrument, and acknowledged that he/she/they executed it.
 WITNESS my hand and official seal.

My Commission Expires September 4, 2011

My commission expires

Michael J. Rector
 Notary Public

LENDER/CORPORATION

Mary Beth Criswell
 Vice President

Dianna Faulk
 Authorized Signer/Supervisor

Corporation-
 State of Ohio
 County of Montgomery

On this, the 21st day of October, 2009, before me the undersigned notary public, personally appeared Mary Beth Criswell and Dianna Faulk who acknowledged themselves to be the Vice President, and Supervisor/Authorized Signer, of National City Mortgage, a corporation, and that they are such Vice President and Supervisor/Authorized Signer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by themselves as Vice President and Supervisor/Authorized Signer.

In witness whereof, I hereunto set my hand and official seal.



My commission expires

CHANNON M. MOORMAN, Notary Public
 In and for the State of Ohio
 My Commission Expires July 2, 2011

Channon M. Moorman
 Notary Public

Initials

MR CR