



20091211000455630 1/6 \$948.65
Shelby Cnty Judge of Probate, AL
12/11/2009 12:17:46 PM FILED/CERT

This Document Prepared By:

Individual's Name/Title:

LINDA PRICE

NATIONAL CITY MORTGAGE

3232 NEWMARK DRIVE

MIAMISBURG, OHIO 45342

When recorded mail to: MPG

Equity Loan Services, Inc.

Loss Mitigation Title Services- LMTS

1100 Superior Ave., Ste 200 **5424068**

Cleveland, OH 44114

Attn: National Recordings 1120

Parcel No. 09 3080 001 001.096

[Space Above This Line for Recording Data]

Original Recorded Date: DECEMBER 9, 2005

Loan No. 0004416662

Original Principal Amount: \$ 613,098.00

TAXABLE AMT. 1923.09

LOAN MODIFICATION AGREEMENT

(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **24TH** day of **SEPTEMBER, 2009**,
between **CLIFFORD HALL AND BELINDA JOYCE HALL, HUSBAND AND WIFE**

("Borrower") and **NATIONAL CITY MORTGAGE CO., A SUBSIDIARY OF NATIONAL CITY BANK**
("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and
Timely Payment Rewards Rider, if any, dated **NOVEMBER 18, 2005** and recorded in
Instrument No. 20051209000637430, of the **Official** Records of
(Name of Records)

SHELBY COUNTY, 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", located at
164 HIGHLAND VIEW DR, BIRMINGHAM, ALABAMA 35242

(Property Address)

LOAN MODIFICATION AGREEMENT- Single Family - Fannie Mae Uniform Instrument

Modified by First American Loan Production Services

First American Real Estate Solutions LLC

FALPS# ALFM3162 Rev. 02-05-09

Form 3162 6/06 (rev. 01/09)

(page 1 of 5)

ALABAMA

0004416662

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 **OCTOBER 1, 2009**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **615,021.09** 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 two years at the yearly rate of **3.000000 %** from **OCTOBER 1, 2009**, and Borrower promises to pay monthly payments of principal and interest in the amount of \$ **2,771.90** beginning on the **1ST** day of **NOVEMBER, 2009**. During the third year, interest will be charged at the yearly rate of **4.000000 %** from **OCTOBER 1, 2011**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **3,085.36** beginning on the **1ST** day of **NOVEMBER, 2011**. During the fourth year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of **5.125000 %**, from **OCTOBER 1, 2012**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **3,447.36** beginning on the **1ST** day of **NOVEMBER, 2012** 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 **OCTOBER 01, 2036**, (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.



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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 canceled, 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 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.
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.



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6. This Agreement modifies an obligation secured by an existing security instrument recorded in SHELBY County, ALABAMA, upon which all recordation taxes have been paid. As of the date of this Agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$ 611,644.30. The principal balance secured by the existing security instrument as a result of this Agreement is \$ 615,021.09, which amount represents the excess of the unpaid principal balance of this original obligation.

NATIONAL CITY MORTGAGE CO., A SUBSIDIARY OF NATIONAL CITY BANK

Name: JENNIFER TIPPLE
Its: AUTHORIZED AGENT

Jennifer Bailey-Tipple
Jennifer Bailey-Tipple

(Seal)
- Lender

Clifford Hall
CLIFFORD HALL

(Seal)
- Borrower

Belinda Joyce Hall
BELINDA JOYCE HALL

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

Evela S. Weeks
- Witness Signature and Printed Name

Evela S. Weeks
- Witness Signature and Printed Name

0004416662

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

The State of Ohio)
Montgomery County)

I, Evela S. Weeks hereby certify that
CLIFFORD HALL AND BELINDA JOYCE HALL, HUSBAND AND WIFE

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 2nd day of October, 2009.

Evela S. Weeks
(Style of Officer) **EVELA S. WEEKS, Notary Public**
In and for the State of Ohio
My Commission Expires 9-1-2013

LENDER ACKNOWLEDGMENT

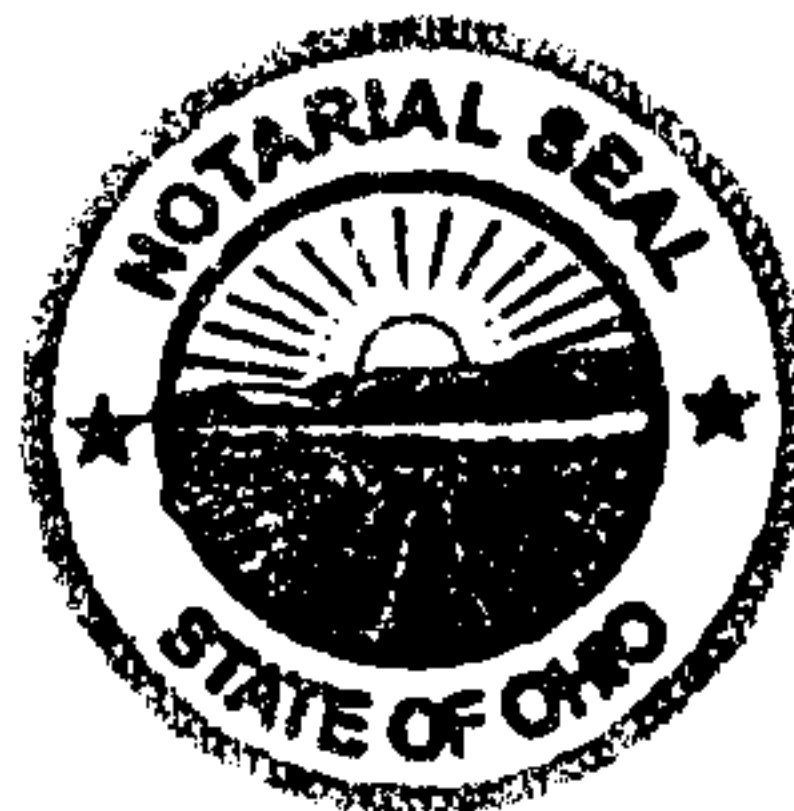
The State of OHIO)
MONTGOMERY County)

I, Eileen R. Burrall, a Notary in and for said County in said State,
hereby certify that JENNIFER MEELEIN whose name as AUTHORIZED AGENT
of the


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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 9th day of October, 2009.


Eileen R. Burrall
(Style of Officer) **EILEEN R. BURRALL**
In and For the State of Ohio
My Commission Exp. June 3, 2012



LEGAL DESCRIPTION
Exhibit "A"
NCM# 0004416662
TAX ID# 09 3080 001 001.096


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Lot 414, according to the Map of Highland Lakes, 4th Sector, Phase II, an Eddleman Community, as recorded in Map Book 35, Page 93, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Inst. #1996-17543 and Instrument No. 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 4th Sector, as recorded in Instrument No. 1995-1906 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration"). Mineral and mining rights excepted.

 HALL
41420336
AL
FIRST AMERICAN ELS
MODIFICATION AGREEMENT
