

Prepared by and Return To:
USAA Federal Savings Bank
Secondary Marketing / BSB/D01 N
9800 Fredericksburg
San Antonio, TX 78288
Attn: Pamala Thurner (210) 282-8280

MODIFICATION AND CLARIFICATION AGREEMENT
LOAN # 702231666

This Modification and Clarification Agreement references the Mortgage recorded **November 6, 2009, Instrument No. 20091106000416750**, in the Official records of Shelby County, Alabama.

THIS MODIFICATION AND CLARIFICATION AGREEMENT (“the Agreement”) is made and entered into this 15th day of December, 2009 by and between USAA FEDERAL SAVINGS BANK, a federally chartered financial institution with offices located at 10750 McDermott Freeway, San Antonio, Texas 78288 (“USAA”) and *Wade Martin and Nicole Martin* (*individually and collectively* the “Borrower”) (USAA and Borrower may be collectively referred to as the “Parties” and individually as a “Party”).

WITNESSETH:

WHEREAS, USAA made a residential real estate secured first mortgage loan to Borrower (the “Loan”) in the original principal balance of *One Hundred Fifty-eight Thousand Nine Hundred Fifty-five and 00/100* dollars US *\$158,955.00* (“the Original Principal Amount”); and

WHEREAS, the Loan and Note are secured by a deed of trust/mortgage (the “Security Instrument”) upon the real property and the improvements thereon located at *112 Spring Place, Alabaster, Alabama 35007* (the “property”) (herein the Note, the Security Instrument, and all other documents or instruments executed ancillary to, or in conjunction with, the Loan shall be referred to collectively as the “Loan Documents”); and



WHEREAS, in order for Borrower to comply with certain Loan underwriting and mortgage eligibility requirements of USAA and of certain investors imposed in connection with the closing of the Loan (the "Requirements"), the Parties hereto have agreed to decrease the Original Principal Amount by the sum of *Two Thousand One Hundred Eighty-six and 00/100 dollars (US \$2,186.00)* so that the original principal loan balance shall be in the amount of *One Hundred Fifty-six Thousand Seven Hundred Sixty-nine and 00/100 dollars (US \$156,769.00)*; and

WHEREAS, it was always the intent of the Parties that USAA comply with applicable Requirements in making the Loan; and

WHEREAS, in order to clarify and modify some of the terms and conditions of the Loan Documents, and to reflect the true intent of USAA and Borrower with regard to the terms of the Loan, and in order to assure compliance with the Requirements, the Parties have each agreed to execute this Agreement;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Integration

The recitations set forth in the introduction provisions of this Agreement, and, except as set forth herein, the terms of all documents and instruments mentioned or referred to therein, specifically including, but not limited to, the Loan Documents, are hereby acknowledged to be accurate, and confirmed by the Parties, and are specifically incorporated into this Agreement by reference.

2. Amendment And Clarification

- A. That portion or section of the Security Instrument denominated "Section (E)" and designated as "Note" shall be modified so that the reference to a Note amount owed by Borrower as the sum of *\$158,955.00* shall be deleted and replaced with sum of *\$156,769.00*, so that it is clear that the amount owed under the Note is the sum of *\$156,769.00*.
- B. This clarification of, and modification to the Security Instrument, as reflected herein and as set forth above, is made a part of the said Security Instrument, as though originally set forth and incorporated in said Document.

3. Ratification And Modification

This agreement shall not be deemed to modify or amend said Loan or Loan Documents, except as specifically set forth herein, and the Parties do hereby ratify and confirm said Loan and Loan Documents, as clarified and amended herein, and also ratify and confirm the Loan, the Loan Documents, and all the terms and conditions hereof.

4. Full Force and Effect: Reaffirmation Of Terms

- A. The Parties covenant and agree that all terms and conditions of the Loan and of all Loan Documents, shall remain in full force and effect, and are hereby ratified.
- B. The Parties further confirm that nothing herein contained shall in anywise impair, alter, release or diminish the terms, covenants or conditions of the lien or encumbrance created upon the Property by the Security Instrument, or of the Loan, or of the Loan Documents, other than as expressly stated in this Agreement.
- C. The Parties each hereby ratify and reaffirm all of their obligations set forth in the Loan and in the Loan Documents and agree to perform each and all of the covenants, agreements, and obligations therein, and to be bound by each and all of the terms and provisions thereof, as herein clarified and modified.
- D. The Liability of all Parties executing this agreement as a Borrower shall be joint and several.

5. Binding Effect

The provisions of this Agreement shall be binding upon and insure to the benefit of the Parties hereto, and their respective legal representatives, successors and assigns, including without limitation, any subsequent holder or holders of the Mortgage referenced herein.

6. Miscellaneous

- A. To the fullest extent possible, the terms of this Agreement and those of the other Loan Documents shall be read consistently and in harmony. In the event, however, of a conflict of disparity between the terms of this Agreement and those of the other Loan Documents, the terms of this Agreement shall prevail.

- B. This Agreement contains the entire understanding of the Parties with regard to the subject hereof. This Agreement may not be changed orally but only by a writing signed by the Party against whom enforcement of any waiver, change, modification, extension, or discharge is sought to be enforced.
- C. All capitalized terms used herein and not defined in this Agreement shall be given the same meaning when used herein as given in the Loan Documents when used therein.
- D. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- E. This Agreement supersedes all prior understandings and agreements between the Parties. This Agreement may not be amended orally, but only with a writing signed by each of the Parties.

Legal description: All that parcel of land in city of Alabaster, Shelby County, State of Alabama, as more fully described in Deed Instrument #20060811000392030, ID# 13-7-26-1-002-025.000, being known and designated as Lot 25, Spring Gate, Sector One, Phase Two, filed in Plat Map Book #18, Page 148.


By fee simple deed from Kristy L. Bradford, an unmarried woman as set forth in Instrument # 0060511000392030 dated 07/28/2006 and recorded 08/11/2006, Shelby County Records, State of Alabama.

Parcel ID: 13-7-26-1-002-025.000

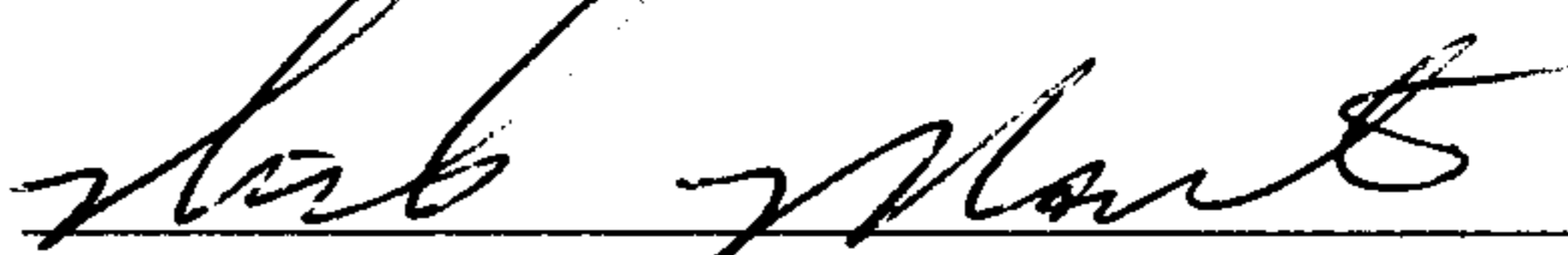
20091228000470520 5/6 \$26.00
Shelby Cnty Judge of Probate, AL
12/28/2009 02:16:11 PM FILED/CERT

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.


Signed, sealed and delivered
in the presence of:



Wade Martin



Nicole Martin

USAA FEDERAL SAVINGS BANK
By: 

Pamala K. Thurner

Its: Secondary Marketing Senior Specialist

State of Alabama
County of Jefferson

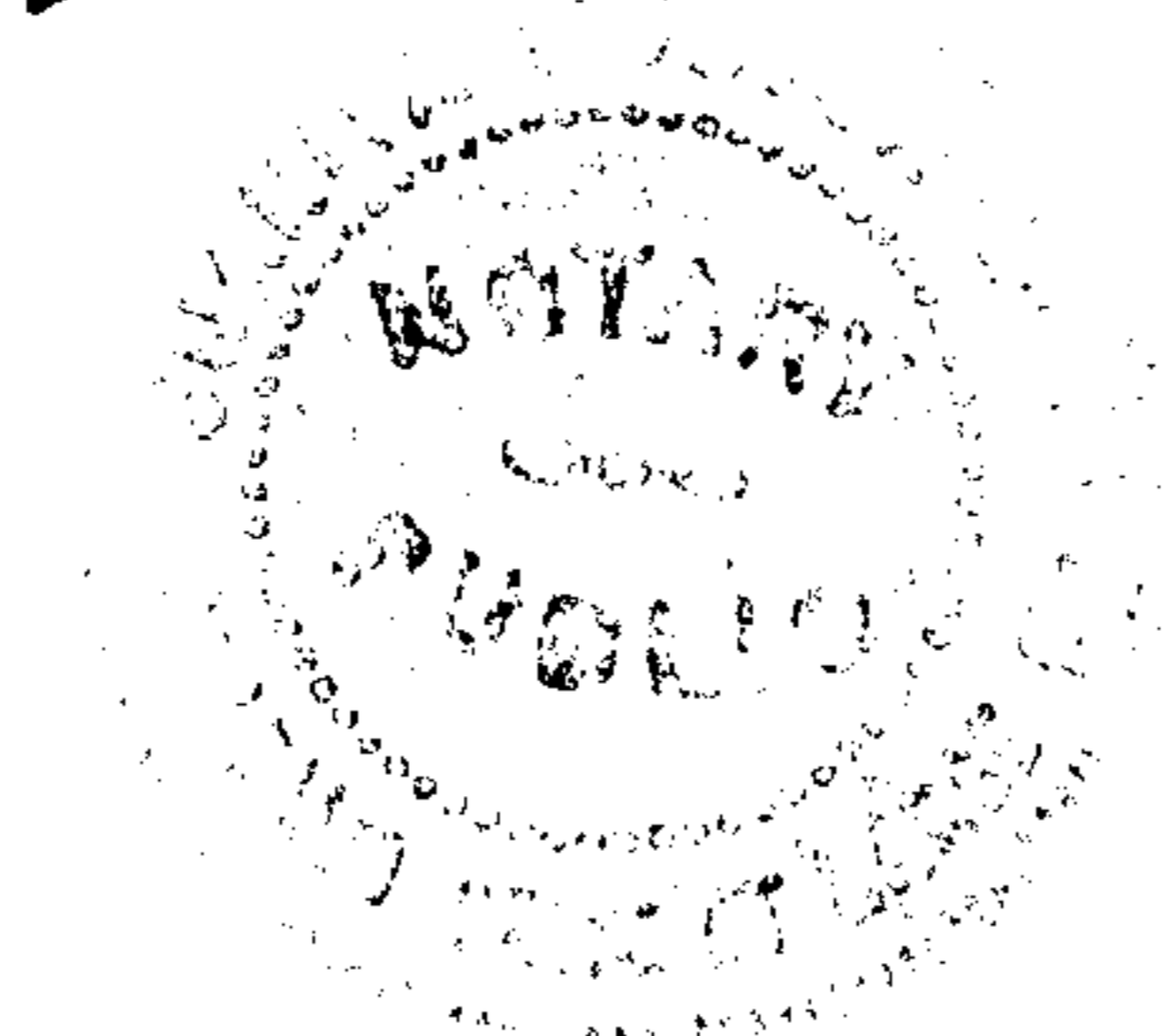
The foregoing instrument was sworn to and acknowledged before me, the undersigned notary in and for said County and State this 17th day of December, 2009 by Wade Martin and Nicole Martin, husband and wife, said person (s) being known or proven to me to be the person (s) whose name (s) is/are set forth on the above document and who confirmed that he/she/they executed the foregoing document for the reason (s) and in the capacity(ies) stated therein.

Witness my hand and official seal in the county and state last aforesaid, this 17th day of December 2009.

SEAL



Notary public
My commission expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: Aug 11, 2010
BONDED THRU' NOTARY PUBLIC UNDERWRITERS

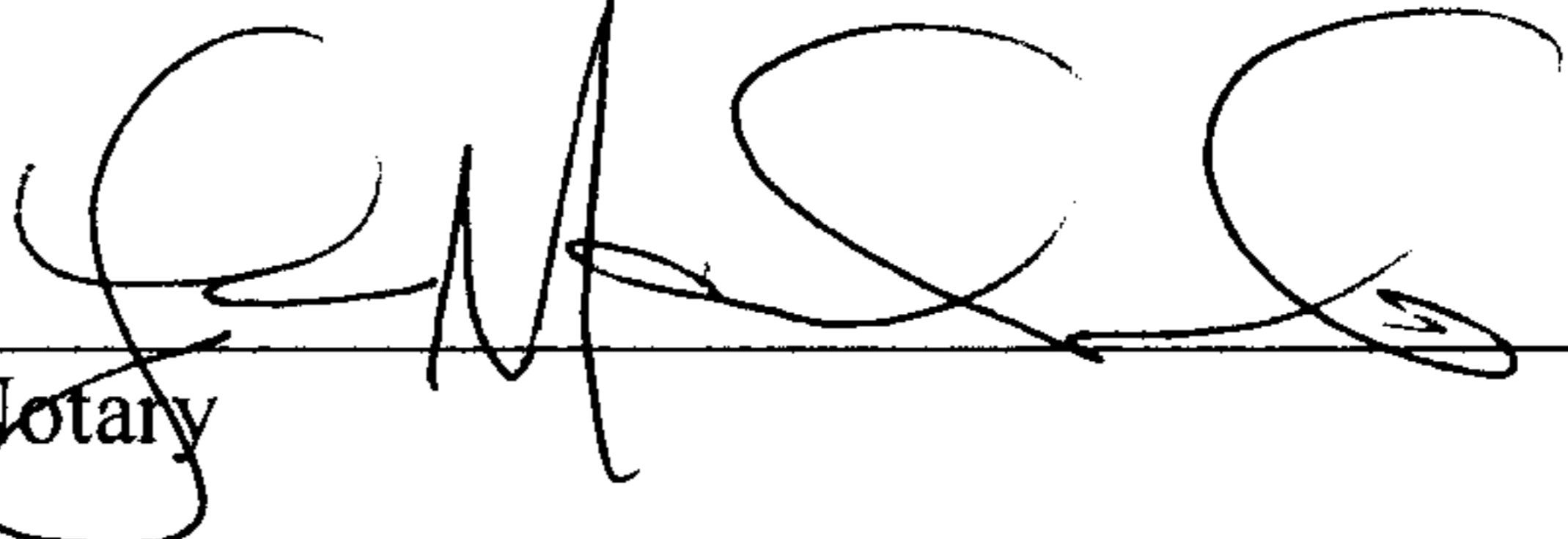


20091228000470520 6/6 \$26.00
Shelby Cnty Judge of Probate, AL
12/28/2009 02:16:11 PM FILED/CERT

State of TEXAS
County of Bexar

The foregoing was subscribed, sworn to, and acknowledged before me, the undersigned notary in and for said County and State this 14th day of December, 2009 by Pamala K. Thurner, Secondary Marketing Senior Specialist for USAA Federal Savings Bank, said person(s) whose names are set forth thereon and who confirmed to me that she executed the above Document and in the capacity stated therein.




Notary

My commission Expires: 5-27-2012

Seal:

Prepared By:

Pamala K. Thurner
USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, Texas 78230
BSB Bldg, D 01 N