



20100111000009970 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
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Created by:

ResMAE Mortgage Corporation
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When Recorded Return to:

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1002894789

LOAN MODIFICATION WORKOUT AGREEMENT

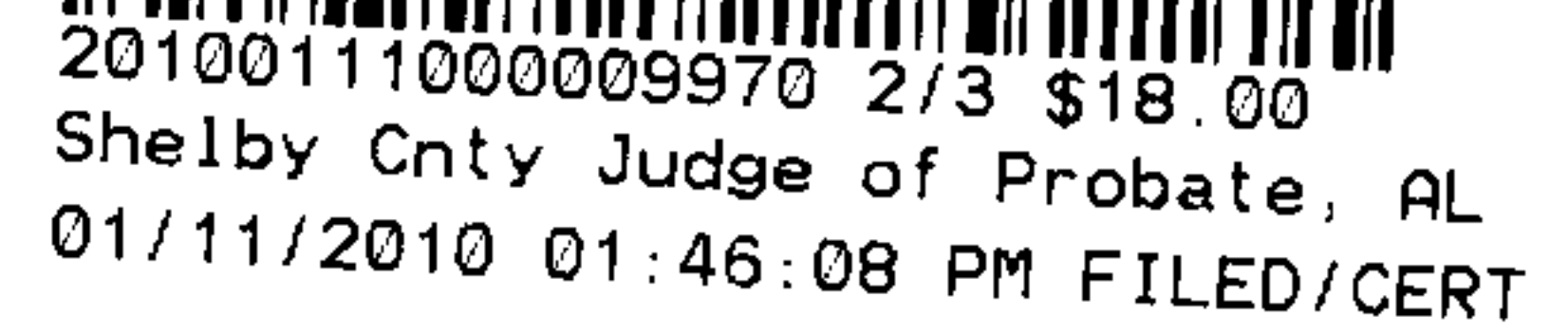
This Loan Modification/Workout Agreement ("Modification") is effective 11-3-09, by and between **Mortgage Electronic Registration System, Inc., P.O. Box 2026, Flint MI 48501-2026**, as nominee for **ResMAE Mortgage Corporation** designated as the BENEFICIARY (the "Lender"), and **RODNEY J STANFA** (the "Borrower"). This amends and supplements (1) the Note (the "Note") made by the Borrower, dated **August 13, 2007** in the original principal sum of U.S. **\$270,000.00** and (2) the Mortgage or Deed of Trust (the "Security Instrument"), recorded on **September 14, 2007 as Instrument Number 20070914000432480** in **Shelby County, Alabama**. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real (and personal property, if any) described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at **212 Woodbridge Lane, Birmingham AL 35242**. That real property is also described as follows: **SEE ATTACHED LEGAL DESCRIPTION**.

The Borrower promises to pay to the order of the Lender the Unpaid Principal Balance of U.S. **\$271,812.10**, plus interest, until the Unpaid Principal Balance has been paid.

A. Interest will accrue on the Unpaid Principal Balance at the adjusted yearly rate of **7.125%**, beginning **November 1, 2009**, and the Borrower promises to make adjusted monthly payments of principal and interest of U.S. **\$1,731.71**, plus any amounts due for the escrow account, beginning on the **1st day of December, 2009**, and continuing thereafter on the same day of each succeeding month, provided, however, that the terms of this paragraph A are conditioned upon the Borrower making the first **three** monthly payments in the amount and on the due dates specified therein.

B. If the Borrower shall fail to make any one of such first **three** monthly payments in the amount and on the due dates specified in paragraph A, (1) the terms of Paragraph A shall be revoked, (2) beginning with the date of such failure, interest shall accrue on the Unpaid Principal Balance at the yearly rate of **8.60%** and the monthly payments shall be U.S. **\$2,095.24** [OR: the interest rate and the monthly payments shall be as specified in {OR determined in accordance with} the Note and Security Instrument], and (3) Borrower will pay to the Lender, with respect to each monthly payment made at the adjusted amount, the difference between such payment and the amount which would have been payable if clause (2) above applied, together with interest on such difference from the date of such adjusted payment. On **September 1, 2037** (the "Maturity Date"), the Borrower will pay in full all of the remaining amounts of the Unpaid Principal Balance and any unpaid interest thereon under the Note and the Security Instrument as amended by this Modification. The Borrower will make such payments at **P.O. Box 60325, Los Angeles, CA 90060-0325** or at such other place as the Lender may require. If at anytime the Borrower fails to pay or perform as required by this agreement, then the Lender reserves the right to proceed with foreclosure proceedings.

PREVIOUS DISCHARGE IN BANKRUPTCY In the event that the liability of the Borrower(s) for the underlying debt has been discharged as a result of a prior bankruptcy proceeding, ResMAE Mortgage Corporation hereby acknowledges that it is not assessing personal liability for the debt to the Borrower(s) and that its recourse in collection matters shall be limited to the collateral described in the Security Instrument.




Marketa Grace Parker
Notary's Signature for ALABAMA
Residing at _____ County, ALABAMA

11-19-09


Date

RESMAE MORTGAGE CORPORATION

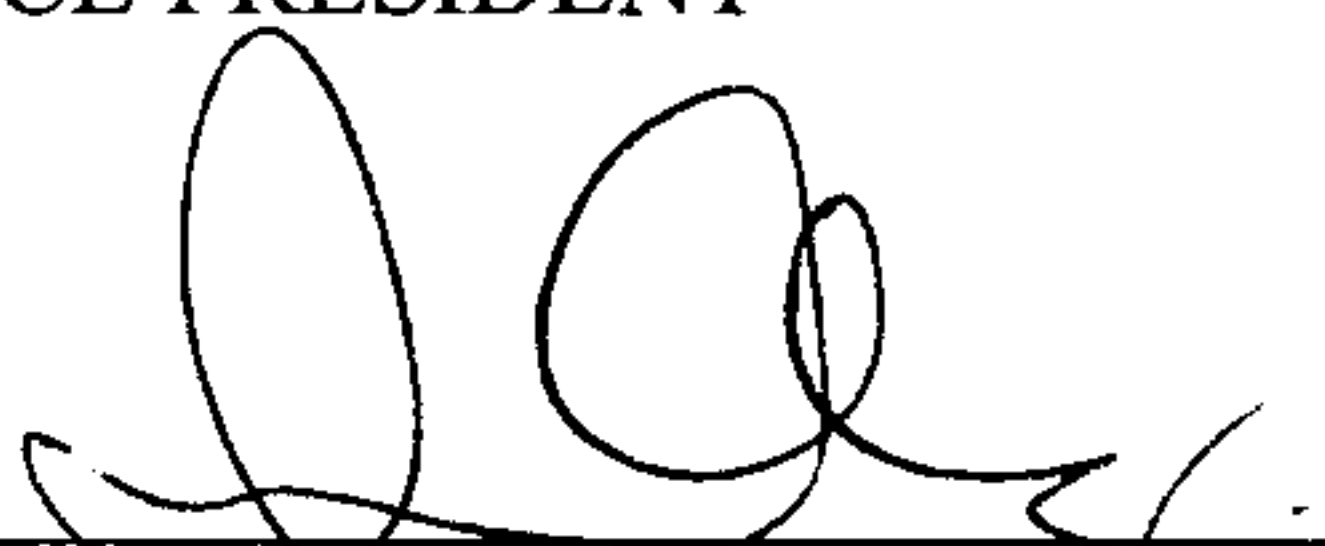


RONDA SCHRADER, VICE PRESIDENT

-Lender



Witness Signature for Lender




Witness Signature for Lender

STATE OF KANSAS, Johnson County ss:
On this 19 day of NOV, 2009, before me, a Notary Public for the State of Kansas,
personally appeared RONDA SCHRADER, VICE PRESIDENT FOR RESMAE MORTGAGE CORPORATION
known to me to be the person whose name subscribed to the foregoing instrument and acknowledged to me that she
executed the same.

My Appointment expires:

NOTARY PUBLIC
STATE OF KANSAS
Lynette Travis
Expiration Date: 2-14-12


Notary's Signature



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LEGAL DESCRIPTION

**LOT 11, ACCORDING TO THE SURVEY OF THE GLEN AT GREYSTONE,
SECTOR TWO, AS RECORDED IN MAP BOOK 16, PAGE 49, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

SITUATED IN SHELBY COUNTY, ALABAMA.