

Created by:

ResMAE Mortgage Corporation
Prepared by: Andrea Phoenix
7101 College Blvd Ste 1400
Overland Park, KS 66210

Andrea Phoenix

When recorded mail to:

T.D Service Company
1820 East First St., Ste 300
Santa Ana, CA 92705

1002763593

350763/DT/ **LOAN MODIFICATION WORKOUT AGREEMENT**

This Loan Modification/Workout Agreement ("Modification") is effective 9-29-09, 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 **SANDRA THOMPSON** (the "Borrower"). This amends and supplements (1) the Note (the "Note") made by the Borrower, dated **April 3, 2007** in the original principal sum of U.S. **\$85,500.00** and (2) the Mortgage or Deed of Trust (the "Security Instrument"), recorded on **April 17, 2007 as Instrument Number 20070417000176480** 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 **3213 Sun Valley Circle, Sterrett AL 35147**. 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. **\$87,435.57**. For purposes of rescheduling repayment of principal and computing interest, the Unpaid Principal Balance is divided into two amounts, one of which is **\$32,735.57** and is designated the "Current Unpaid Principal Balance" and the other designated which is **\$54,700.00** and is designated the "Deferred Unpaid Principal Balance". Interest will accrue on the Current Unpaid Principal Balance at the adjusted yearly rate of **8.45%**, beginning **October 1, 2009**, and the Borrower promises to make adjusted monthly payments of principal and interest of U.S. **\$255.75**, plus any amounts due for the escrow account, beginning on the **1st day of November 2009**, and continuing thereafter on the same day of each succeeding month, and no interest will accrue on and no monthly payments will be required with respect to the Deferred Unpaid Principal Balance. On **April 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.



20100114000013090 2/3 \$18.00
Shelby Cnty Judge of Probate, AL
01/14/2010 12:37:12 PM FILED/CERT

09/29/09
Date

SANDRA THOMPSON

-Borrower

09-29-09
Date

-Borrower

Witness Signature for Borrower

Witness Signature for Borrower

STATE OF ALABAMA,

County ss:

On this 29th day of September 2009, before me, a Notary Public for the State of ALABAMA, personally appeared SANDRA THOMPSON known to me to be the person(s) whose name(s) subscribed to the foregoing instrument and acknowledged to me that they executed the same.

My Appointment expires: 4-11-2012

Notary's Signature for ALABAMA
Residing at Jefferson County, ALABAMA

RESMAE MORTGAGE CORPORATION

10-7-09
Date

RONDA SCHRADER, VICE PRESIDENT

-Lender

Witness Signature for Lender

Witness Signature for Lender

STATE OF KANSAS, Johnson County ss:

On this 7th day of October 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:

2-15-2012

Notary's Signature

KELLY SCHAEFER
Notary Public, State of Kansas
My Appointment Expires
February 15, 2012



20100114000013090 3/3 \$18.00
Shelby Cnty Judge of Probate, AL
01/14/2010 12:37:12 PM FILED/CERT

Legal Description

BEGIN AT THE NW CORNER OF THE M. W. COX LOT; RUN 131 FEET SOUTHWEST TO THE NORTHEAST CORNER OF C. C. GOODWIN LOT KNOWN AS THE R. B. COSPER LOT; THENCE SOUTHWEST DIRECTION ALONG THE C. C. GOODWIN'S LINE 416 FEET TO THE SOUTHWEST CORNER OF C. C. GOODWIN'S LOT; THENCE SOUTHEAST DIRECTION 70 FEET DIRECTION TO IRON STAKE; THENCE NORTHEAST DIRECTION 511 FEET TO THE SOUTHERN BELL TELEPHONE LINE; THENCE NORTHWEST ALONG SOUTHERN BELL TELEPHONE LINE 72 FEET TO THE POINT OF BEGINNING; BEING IN THE NE 1/4 OF THE SW 1/4 SECTION 19 TOWNSHIP 18 SOUTH RANGE 2 EAST, SHELBY COUNTY, ALABAMA ALSO THE FOLLOWING PARCEL BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SW CORNER OF THE SE 1/4 OF THE SW 1/4 OF SECTION 19 TOWNSHIP 18 SOUTH RANGE 2 EAST AND RUN NORTHERLY ALONG THE WEST LINE OF SAID 1/4-1/4 SECTION 1,338.31 FEET TO THE NORTHWEST CORNER OF SAID SE 1/4 OF THE SW 1/4; THENCE TURN 45 DEGREES 41 MINUTES 17 SECONDS RIGHT AND RUN NORTHEASTERLY 221.61 FEET TO THE POINT OF BEGINNING; THENCE TURN 4 DEGREES 58 MINUTES 18 SECONDS RIGHT AND RUN NORTHEASTERLY 356.11 FEET; THENCE TURN 00 DEGREES 46 MINUTES 37 SECONDS RIGHT AND RUN NORTHEASTERLY 134.57 FEET; THENCE TURN 84 DEGREES 03 MINUTES 58 SECONDS LEFT AND RUN NORTHWESTERLY 92.63 FEET; THENCE TURN 84 DEGREES 07 MINUTES 00 SECONDS LEFT AND RUN SOUTHWESTERLY 134.00 FEET; THENCE TURN 94 DEGREES 33 MINUTES 22 SECONDS LEFT AND RUN SOUTHEASTERLY 20.00 FEET; THENCE TURN 77 DEGREES 13 MINUTES 51 SECONDS RIGHT AND RUN SOUTHWESTERLY 416.00 FEET; THENCE TURN 107 DEGREES 20 MINUTES 36 SECONDS LEFT AND RUN SOUTHEASTERLY 70.09 FEET TO THE POINT OF BEGINNING; BEGIN SITUATED IN THE E 1/2 OF THE SW 1/4 OF SECTION 19 TOWNSHIP 18 SOUTH RANGE 2 EAST, SHELBY COUNTY, ALABAMA