

When Recorded Return To: **MPG**

First American Title Company

P.O. Box 27670

Santa Ana, CA 92799

Attn: Loss Mitigation Title Services



20100121000020790 1/6 \$42.05
Shelby Cnty Judge of Probate, AL
01/21/2010 01:56:38 PM FILED/CERT

5414773

Loan # 2005412975

LOAN MODIFICATION AGREEMENT
(PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)

This Loan Modification Agreement ("Agreement"), made 09/21/09, between STEPHEN S WILSON ("Borrower") residing at 149 Creekstone Trl, Calera, AL, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. by assignment as Mortgagee of record (solely as nominee for Lender and Lender's successors and assigns) ("Lender") having offices at 5280 Corporate Drive, Frederick, MD 21703 and amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") dated / / and recorded on 05/08/08, Document number na, Book number 32, Page 92 in the Official Records of SHELBY County, Alabama 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 149 CREEKSTONE TRL, CALERA, AL, 35040-4928, the real property described as being set forth as follows:

New Money - \$10,610.85

(SEE ATTACHED LEGAL DESCRIPTION)

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 09/18/09, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$121,637.58**. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses in the total amount of \$10,610.85, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 360 months. When payments resume on 11/01/09, the New Unpaid Principal Balance will be **\$132,248.43**.

2. The Borrower promises to pay the New Unpaid Principal Balance, plus Interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.250% effective 10/01/09 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$730.28 (which does not include amounts required for Insurance and/or Taxes) beginning on 11/01/09 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 10/01/39 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay those amounts in full on the Maturity Date. All other terms stated in the Note remain the same.

The Borrower will make such payments at Post Office Box 9481, Gaithersburg, MD 20898-9481, or at such other place as the Lender may require.

3. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all the other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all the payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under 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; and,
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, or part of, the Note and Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by and comply with, all of the terms and provisions thereof, as amended by this Agreement.

6. It is mutually agreed that the Security Instrument shall constitute a first lien upon the premise and that neither the obligation evidencing the aforesaid indebtedness nor the Security Instrument shall in any way be prejudiced by this Agreement, but said obligation and Security Instrument and all the covenants and agreements thereof and the rights of the parties thereunder shall remain in full force and effect except as herein expressly modified.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this agreement on the date above written.

30 Sept 2009 Stephen S. Wilson
Date Borrower - STEPHEN S WILSON

Date Borrower -

Date Borrower -

Date Borrower -

10/08/09 William A. Hapeman
Date By: Lender - William A. Hapeman
Vice President



_____[Space Below This Line for Acknowledgments]_____

State of Alabama)
)SS
County of Shelby)

On this 30 day of September, 2009, before me personally
appeared Stephen S Wilson, to me known or proved to be the person(s) described in and who executed
the foregoing instrument, and acknowledged that HE/SHE/THEY executed the same as HIS/HER/THEIR free act
and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County
and State aforesaid, the day and year first above written.

Notary Public Glenn D Edwards-Crowe

My Commission Expires: ~~NOTARY PUBLIC STATE OF ALABAMA AT LARGE~~
~~MY COMMISSION EXPIRES: June 6, 2012~~
~~BONDED THROUGH NOTARY PUBLIC UNDERWRITERS~~

State of)
)SS
County of)

On this _____ day of _____, _____, before me personally appeared
_____ to me known or proved to be the person(s) described in and who executed the foregoing
instrument, and acknowledged that HE/SHE/THEY executed the same as HIS/HER/THEIR free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County
and State aforesaid, the day and year first above written.

Notary Public _____

My Commission Expires: _____

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STATE OF **Maryland**
COUNTY OF **Frederick**

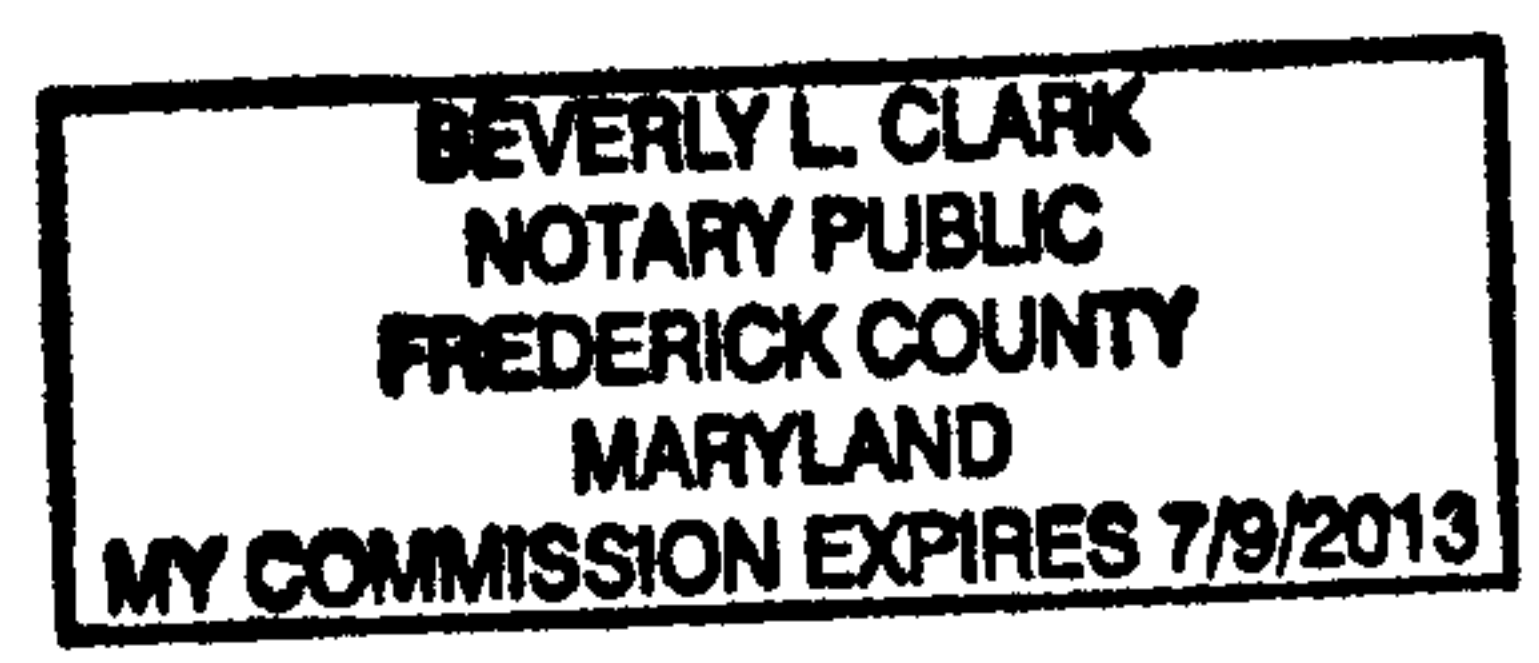
On 10/08/09 before me, Beverly L. Clark, a
Notary Public in and for said County and State, personally Appeared William A. Hapeman, Vice President and
Mortgage Electronic Registration Systems, Inc known to be (or proved to be on the basis of satisfactory
evidence) the person(s) whose name(s) is/are subscribed to this instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

My commission Expires 07/09/2013

WITNESS my hand and official seal:

Beverly L. Clark
Notary Signature - Black Ink Only

Beverly L. Clark
Notary Name (Typed or Printed)





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The land referred to in the Commitment is described as follows:

Lot 113, according to the Final Plat of Stonecreek, Phase I, as recorded in Map Book 32, Page 92, in the Probate Office of Shelby County, Alabama.


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Servicer Loan #: 2005412975
Title #: 5414773
Borrower's name: STEPHEN S WILSON
Address: 149 CREEKSTONE TRAIL CALERA AL 35040

This MODIFICATION AGREEMENT document was prepared by:

CitiMortgage Inc.
Loss Mitigation Department
5280 Corporate Drive
Frederick, MD 21703
301-815-5652 phone / 301-696-4473 fax
Email: Tammy.d.webber@citi.com

Tammy Webber

Date