



20100303000062420 1/10 \$39.00
Shelby Cnty Judge of Probate, AL
03/03/2010 01:21:02 PM FILED/CERT

Prepared by: Michelle Galbreath
CIS Financial
PO Box 1906
HAMILTON, AL 35570

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

Loan Number: 14398M

MIN: 1002191-0000014125-2

FHA Case Number: 011-6588626

This Loan Modification Agreement ("Agreement"), made this 5th day of February, 2010 ,
between
LINDA ROHLER, AN UNMARRIED WOMAN

("Borrower") and
CIS Financial Services, Inc.

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the
"Security Instrument"), and Timely Payment Rewards Rider, if any, dated Nov 20th, 2009

CIS FINANCIAL SERVICES, INC. MODIFIED

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae
UNIFORM INSTRUMENT

VMP ®

Wolters Kluwer Financial Services

DDS-LMO

Form 3179 1/01 (rev. 01/09)

VMP852R (0902)

Page 1 of 6

LDR



20100303000062420 2/10 \$39.00
Shelby Cnty Judge of Probate, AL
03/03/2010 01:21:02 PM FILED/CERT

and recorded in Book or Liber 2009, at page(s) 473450, of the
Public Records of

[Name of Records]

SHELBY County, AL

[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

328 MILAM DR
VINCENT, AL 35178

[Property Address]

the real property described being set forth as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF, AS EXHIBIT A

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of February 5, 2010, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 108,225.00, 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 at the yearly rate of 6.625%, from February 5, 2010. Borrower promises to make monthly payments of principal and interest of U.S. \$ 692.98, beginning on the 1st day of March, 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.625 % will remain in effect until principal and interest is paid in full.

If on February 1, 2040 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

CIS FINANCIAL SERVICES, INC. MODIFIED

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Form 3179 1/01 (rev. 01/09)
UNIFORM INSTRUMENT

VMP ®

Wolters Kluwer Financial Services

DDS-LMO

VMP852R (0902)

Page 2 of 6



20100303000062420 3/10 \$39.00
Shelby Cnty Judge of Probate, AL
03/03/2010 01:21:02 PM FILED/CERT

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 this 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 this Security Instrument without further notice or demand on Borrower.

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.

CIS FINANCIAL SERVICES, INC. MODIFIED

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae

Form 3179 1/01 (rev. 01/09)

UNIFORM INSTRUMENT

VMP ®

Wolters Kluwer Financial Services

DDS-LMO

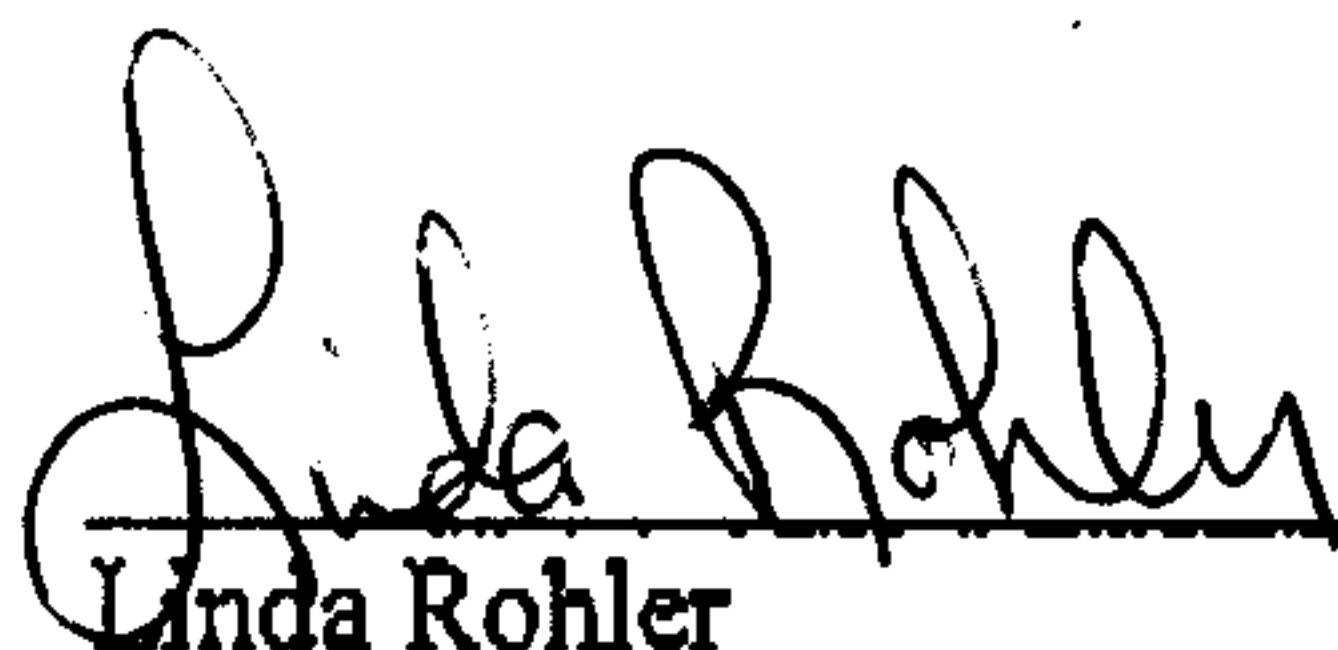
VMP852R (0902)

Page 3 of 6

55 P. No. 9307

Feb. 5. 2010 9:17AM CIS Financial

LDR


Linda Rohler

STATE OF: ALABAMA
COUNTY OF: SHELBY

BE IT REMEMBERED, that on this 5th day of February, 2010,
Before me, Chris Van Petten, the undersigned a Notary Public in and for
the County and State aforesaid, personally appeared Linda Rohler,
are personally known to be the same persons who executed the above and foregoing instrument of
writing, and duly acknowledge the same.

IN WITNESS THEREOF, I have hereunto set my hand and Notarial Seal on the
Day and year last above written.


Notary Public

My Commission expires: 3-24-11

CIS FINACIAL SERVICES, INC.

By: 

**Tammy Bostick
Vice President**

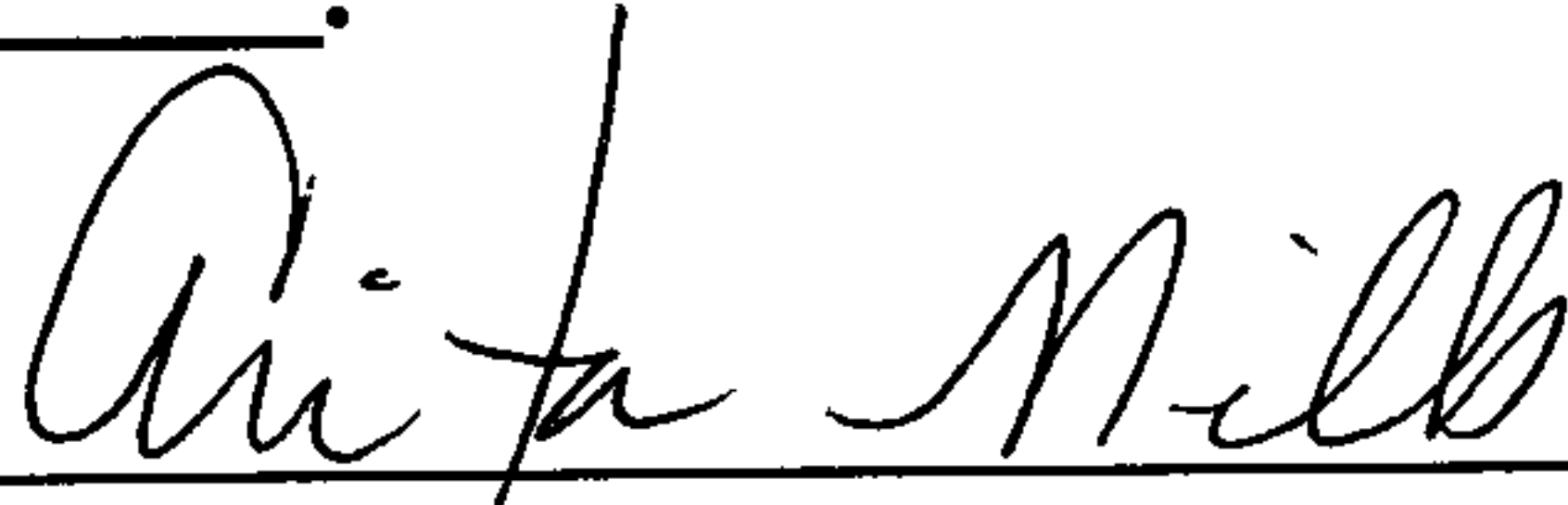


20100303000062420 5/10 \$39.00
Shelby Cnty Judge of Probate, AL
03/03/2010 01:21:02 PM FILED/CERT

**State of ALABAMA,
MARION County**

On this the 5th day of February 2010, I, the undersigned authority, a Notary Public in and for said County and in said State, do hereby certify that Tammy Bostick, whose name as Vice President of CIS Financial Services, Inc., a corporation, whose name is signed to the foregoing conveyance, he in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of the said corporation on the day the same bears date.

Given under my hand and seal of office, this 5th day of February, 2010.



Notary Public


My Commission expires: 9-13-13

FIDELITY NATIONAL TITLE INSURANCE COMPANY

LEGAL DESCRIPTION

File No.: 44617

EXHIBIT "A"


20100303000062420 6/10 \$39.00
Shelby Cnty Judge of Probate, AL
03/03/2010 01:21:02 PM FILED/CERT

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF **Shelby**
STATE OF **Alabama**, AND IS DESCRIBED AS FOLLOWS:

Tax Parcel Identification Number: 58-07-05-22-1-001-008.000

Commence at the Northwest Corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 22, Township 19 South, Range 2 East, City of Vincent, Shelby County, Alabama; thence South 00°00'00" East, a distance of 402.89 feet; thence North 90°00'00" East, a distance of 494.54 feet to the Point of Beginning; thence North 82°03'15" East, a distance of 161.74 feet; thence South 10°44'30" East, a distance of 268.76 feet; thence South 82°03'14" West, a distance of 167.25 feet; thence North 09°34'08" West, a distance of 268.55 feet to the Point of Beginning.

The property described above comprises only a portion of those lands described and conveyed in that certain deed filed in volume 2005, page 054900.

The property described above comprises the following:

2010 KABCOKB3218SP 30X6⁶ Manufactured Home Serial #KB025365AB10
HUD Label # NTA1510696 NTA1510697

LDR

6 of 6

MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT

This Rider is made this 5th day of February 2010 and is incorporated into and amends and supplements the Mortgage, Open-End Mortgage, Deed of Trust, or Credit Line Deed of Trust, Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to

CIS Financial Services, Inc. ("Lender")
of the same date ("Note") and covering the Property described in the Security Instrument and located at:
328 Milam Drive, Vincent AL 35178
(Property Address)

Borrower and Lender agree that the Security Instrument is amended and supplemented to read as follows:

1. **Meaning of Some Words.** As used in this Rider, the term "Loan Documents" means the Note, the Security Instrument and any Construction Loan Agreement, and the term "Property", as that term is defined in the Security Instrument, includes the "Manufactured Home" described in paragraph 3 of this Rider. All terms defined in the Note or the Security Instrument shall have the same meaning in this Rider.
2. **Purpose and Effect of Rider.** IF THERE IS A CONFLICT BETWEEN THE PROVISIONS IN THIS RIDER AND THOSE IN THE SECURITY INSTRUMENT, THE PROVISIONS IN THIS RIDER SHALL CONTROL. THE CONFLICTING PROVISIONS IN THE SECURITY INSTRUMENT WILL BE ELIMINATED OR MODIFIED AS MUCH AS IS NECESSARY TO MAKE ALL OF THE CONFLICTING TERMS AGREE WITH THIS RIDER.
3. **Lender's Security Interest.** All of the Borrower's obligations secured by the Security Instrument also shall be secured by the Manufactured Home:

New/Used	Year	Manufacturer's Name	Model	Serial No.	Width X Length	HUD Label #
NEW	2010	KABCO	KB3218SP	KB025365AB10	30 X 66	NTA1510696 NTA1510697

4. **Affixation.** Borrower covenants and agrees:
 - (a) to affix the Manufactured Home to a permanent foundation on the Property;
 - (b) to comply with all Applicable Law regarding the affixation of the Manufactured Home to the Property;
 - (c) upon Lender's request, to surrender the certificate of title to the Manufactured Home, if surrender is permitted by Applicable Law, and to obtain the requisite governmental approval and documentation necessary to classify the Manufactured Home as real property under Applicable Law;
 - (d) that affixing the Manufactured Home to the Property does not violate any zoning laws or other local requirements applicable to the Property;
 - (e) that the Manufactured Home will be, at all times and for all purposes permanently affixed to and part of the Property.

ROR



20100303000062420 8/10 \$39.00
Shelby Cnty Judge of Probate, AL
03/03/2010 01:21:02 PM FILED/CERT

5. **Charges; Liens.** Section 4, Paragraph 1 of the Security Instrument is amended to add a new third sentence to read:

Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and receipts evidencing the payments.

6. **Property Insurance.** Section 5, Paragraph 1 of the Security Instrument is amended to add a new second sentence to read:

Whenever the Manufactured Home is transported on the highway, Borrowers must have trip insurance.

7. **Notices.** The second sentence of Section 15 of the Security Instrument is amended by inserting the words "unless otherwise required by law" at the end.

8. **Additional Events of Default.** Borrower will be in default under the Security Instrument:

- (a) if any structure on the Property, including the Manufactured Home, shall be removed, demolished, or substantially altered;
- (b) if Borrower fails to comply with any requirement of Applicable Law (Lender, however, may comply and add the expense to the principal balance Borrower owes to Lender); or
- (c) if Borrower grants or permits any liens on the Property other than Lender's lien, or liens for taxes and assessments that are not yet due and payable.

9. **Notice of Default.** If required by Applicable Law, before using a remedy, Lender will send Borrower any notice required by law, and wait for any cure period that the law may require for that remedy.

10. **Additional Rights of Lender in Event of Foreclosure and Sale.** In addition to those rights granted in the Note and Security Instrument, Lender shall have the following rights in the event Lender commences proceedings for the foreclosure and sale of the Property.

- (a) At Lender's option, to the extent permitted by Applicable Law, Lender may elect to treat the Manufactured Home as personal property ("Personal Property Collateral"). Lender may repossess peacefully from the place where the Personal Property Collateral is located without Borrower's permission. Lender also may require Borrower to make the Personal Property Collateral available to Lender at a place Lender designates that is reasonably convenient to Lender and Borrower. At Lender's option, to the extent permitted by Applicable Law, Lender may detach and remove Personal Property Collateral from the Property, or Lender may take possession of it and leave it on the Property. Borrower agrees to cooperate with Lender if Lender exercises these rights.

JDR

- (b) After Lender repossesses, Lender may sell the Personal Property Collateral and apply the sale proceeds to Lender's reasonable repossession, repair, storage, and sale expenses, and then toward any other amounts Borrower owes under the Loan Documents.
- (c) In the event of any foreclosure sale, whether made by Trustee, or under judgment of a court, all of the real and Personal Property Collateral may, at the option of Lender, be sold as a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property Collateral or any party thereof. Lender, as well as Trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property Collateral afforded to a "Secured Party" by Applicable Law in addition to, and not in limitation of, the other rights and recourse afforded Lender and/or Trustee under the Security Instrument.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Rider.

Linda Rohler
LINDA ROHLER

State of Alabama
County of Shelby

I, the undersigned Notary Public, in and for the aforesaid State and County, do hereby certify that LINDA ROHLER
Borrower(s), personally appeared before me in said County and acknowledged the within Instrument to be their act and deed. Given under my hand and seal this 03 day of March

[Signature]
Notary Public
State of Alabama
County of Shelby
My Commission expires: 03/24/11

20100303000062420 10/10 \$39.00
Shelby Cnty Judge of Probate, AL
03/03/2010 01:21:02 PM FILED/CERT

CIS Financial Services, Inc.
PO Box 1906
Hamilton, AL 35570

Borrower(s) Limited Power of Attorney

KNOW ALL MEN BY THESE PRESENTS that the undersigned hereby appoints Note Holder (FHLMC, FNMA etc.) as my/our true and lawful Attorney -in-Fact to act for the undersigned in my/our name(s) to execute on my/our behalf any documents necessary to perfect or maintain a security interest in the Property, as well as to execute documents necessary to obtain and maintain insurance on the Property and collect insurance proceeds when necessary should I/we fail to maintain insurance coverage.

Legal description of Manufactured Home:

Year: 2010 Make: KABCO Model: KB3218SP Size: 30 X 66

Manufacturer's Serial Number: KB025365AB10

HUD Label Numbers: NTA1510696 NTA1510697

Manufactured Home and Property Address: 328 Milam Drive, Vincent AL 35178

Witness:

X: _____ (L.S.)

X: *Linda Rohler* (L.S.)
LINDA ROHLER

X: _____ (L.S.)

X: _____ (L.S.)

(SEAL)

State of Alabama
County of Shelby

I, the undersigned Notary Public, in and for the aforesaid State and County, do hereby certify that LINDA ROHLER, borrower(s), personally appeared before me in said county and acknowledged the within instrument to be their act and deed. Give under my hand and seal this day of

[Signature]
Notary Public

03/24/11

My Commission Expires

~~Page 1 of 2~~