

20100520000159180 1/5 \$26.00  
Shelby Cnty Judge of Probate, AL  
05/20/2010 02:38:16 PM FILED/CERT

After Recording Return To:  
SOUTHPOINT BANK  
2 PERIMETER PARK SOUTH STE 420E  
BIRMINGHAM, ALABAMA 35243  
Loan Number: 16100010

Original Mortgage Recorded on  
September 16, 2009 in  
Instrument 20090916000354690

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## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 30th day of APRIL, 2010 ,  
between KEVIN M ROBERTS AND AUDRA S ROBERTS JOINT TENANTS  
HUSBAND AND WIFE

("Borrower")

and SOUTHPOINT BANK

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely  
Payment Rewards Rider, if any, dated July 17, 2009 and recorded in the office of the Judge  
of Probate of SHELBY County, State of ALABAMA ,  
on September 16, 2009 , as Instrument No. 20090916000354690 , in Book  
, Page , 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  
425 STERLING PARK CIRCLE, ALABASTER, ALABAMA 35007

[Property Address]

the real property described being set forth as follows:

LOT 84, ACCORDING TO THE SURVEY OF STERLING GATE, SECTOR 5, AS  
RECORDED IN MAP BOOK 37, PAGE 114 IN THE OFFICE OF THE JUDGE OF  
PROBATE OF SHELBY COUNTY, ALABAMA.

Kevin M. Roberts and Kevin Roberts are one and the same person.

Audra S. Roberts and Audra Roberts are one and the same person.

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 APRIL 30, 2010, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 369,600.00, 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 4.875 %, from MAY 1, 2010. Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,978.20, beginning on the 1st day of JUNE, 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.875 % will remain in effect until principal and interest are paid in full. If on AUGUST 1, 2039 (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.
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 the 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 the 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





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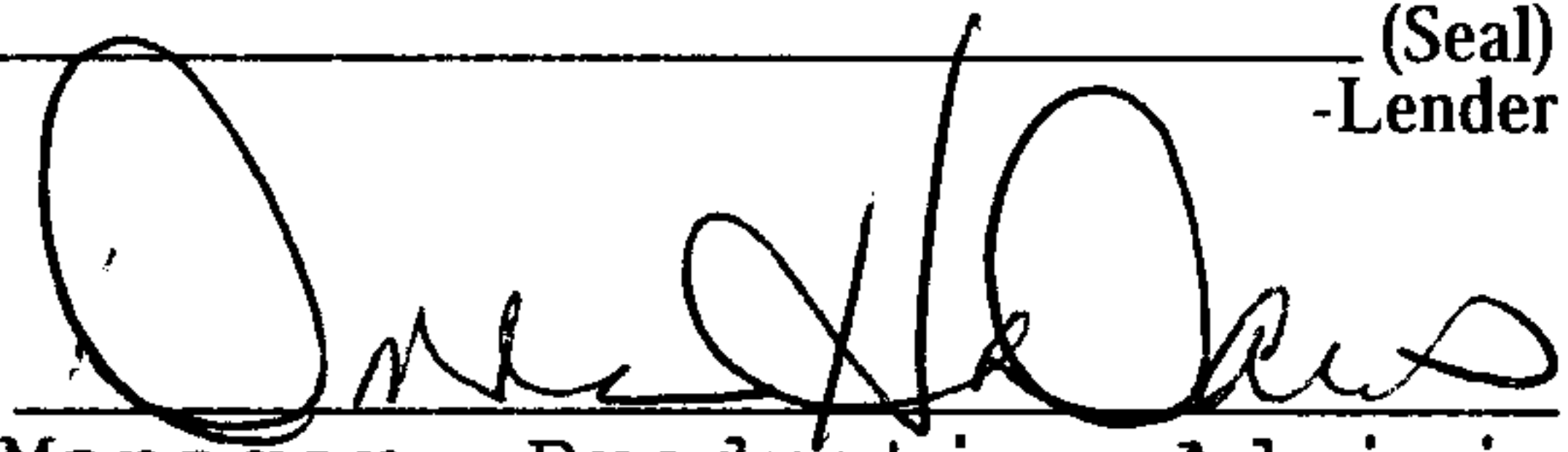
Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

- (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.

SOUTHPOINT BANK, AN ALABAMA  
CHARTERED BANK

\_\_\_\_\_  
(Seal)  
-Lender  
By:   
Manager, Production Administration

Kevin M Roberts (Seal)  
KEVIN M ROBERTS -Borrower

Audra S Roberts (Seal)  
AUDRA S ROBERTS -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

[Space Below This Line For Acknowledgments]

### LENDER ACKNOWLEDGMENT

State of Alabama )

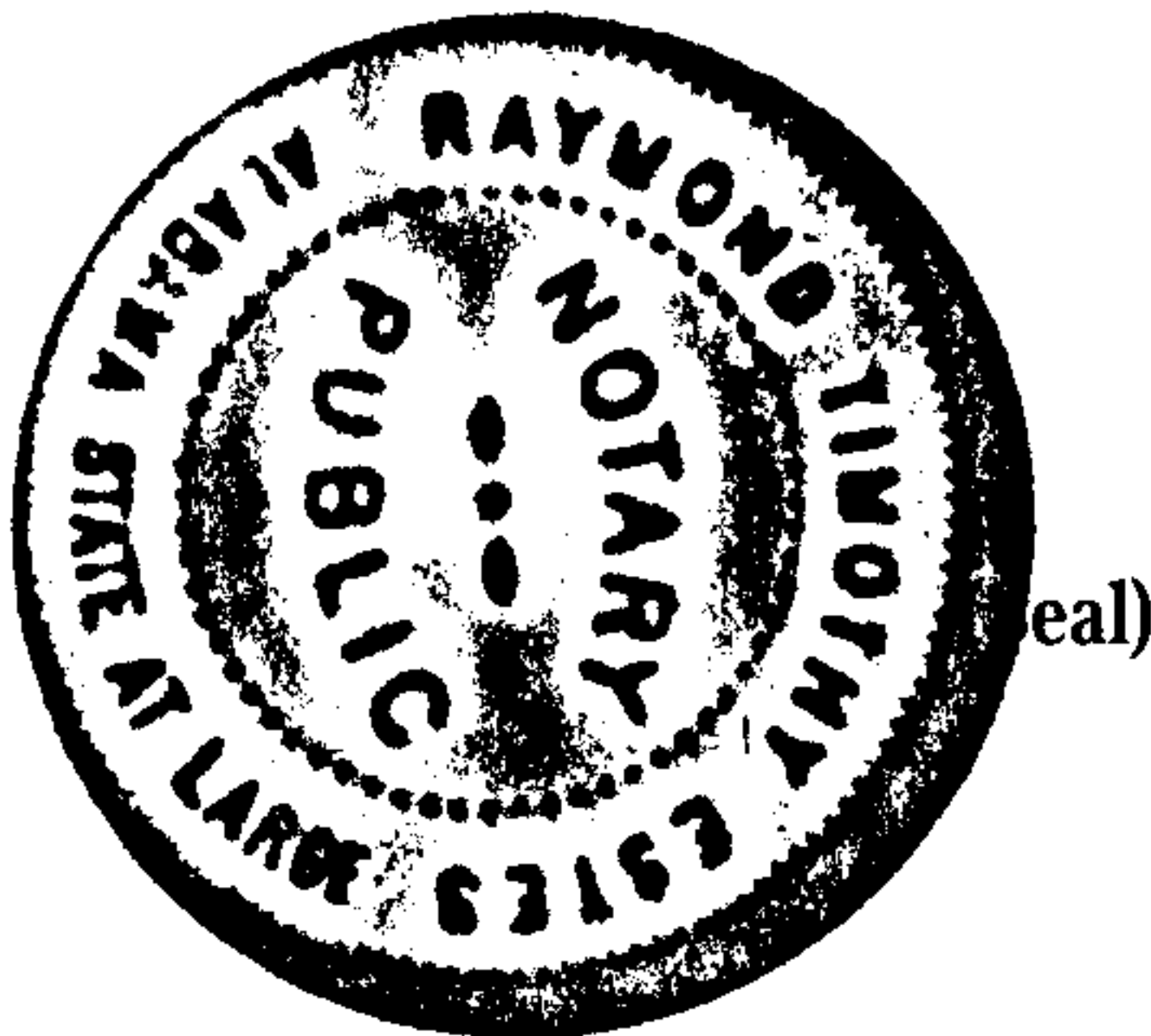
County of Jefferson )

I, R. Timothy Estes (name of officer),  
a Notary Public in and for said County in said State (or for said State at Large), hereby certify that

Donna N. Davis,  
whose name as Manager, Production Administration (title) of the SOUTHPOINT BANK

a corporation, is signed to the foregoing instrument,  
and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and  
foregoing instrument,  
he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation  
on the day the same bears date.

Given under my hand (and official seal of office) this 30<sup>th</sup> day of April, 2010.



Raymond Estes  
Notary Public

My commission expires: 7-1-11

**BORROWER ACKNOWLEDGMENT**

State of Alabama )

County of Jefferson )

I, R. Timothy Estes (name of officer),

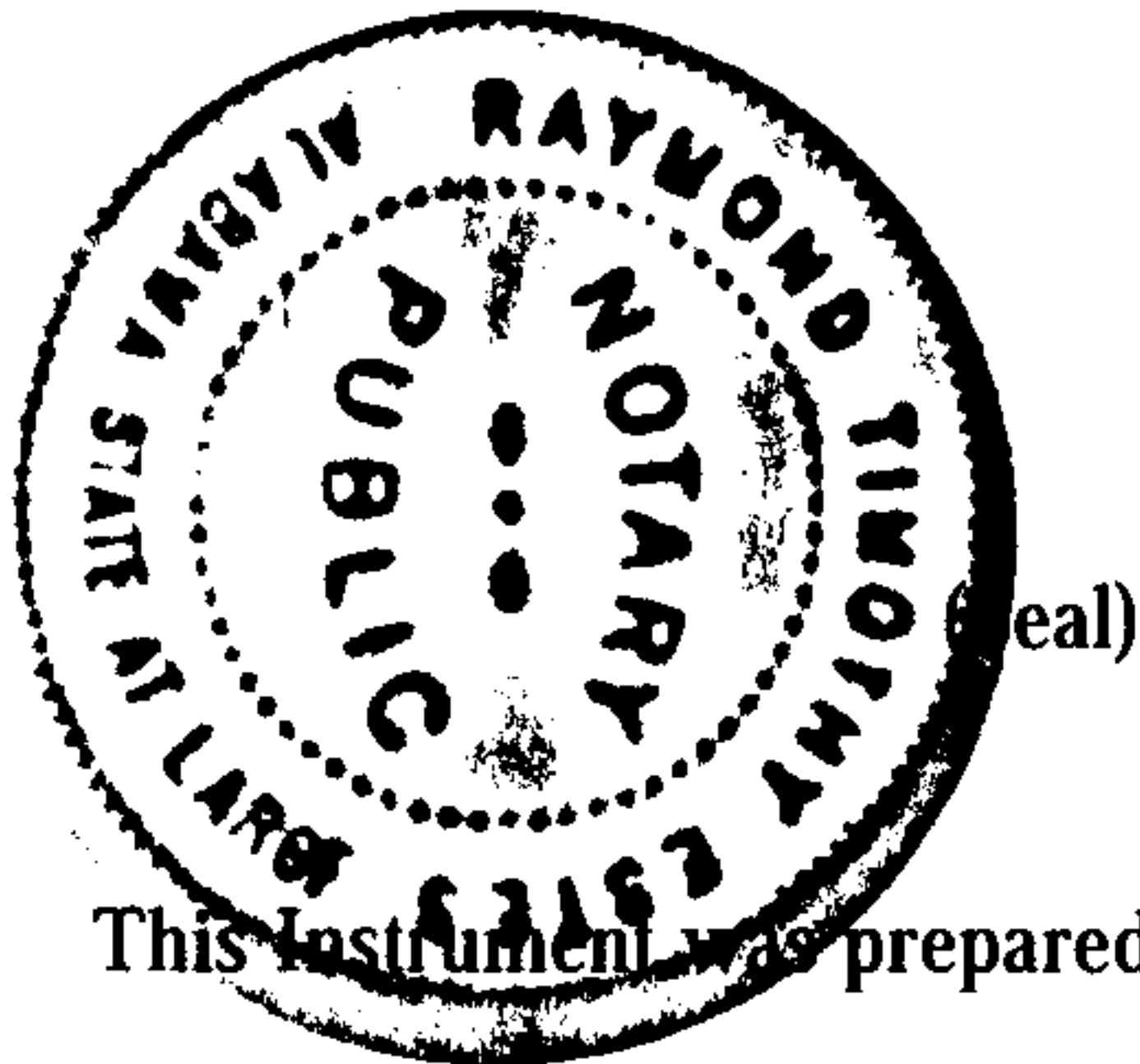
a Notary Public in and for said County in said State (or for said State at Large), hereby certify that  
KEVIN M ROBERTS AND AUDRA S ROBERTS

whose name(s) is/are signed to the foregoing instrument,

and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the above  
and foregoing instrument,

he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand (and official seal of office) this 30th day of April, 2010.



[Signature]  
Notary Public

My commission expires: 7-11-11

This instrument was prepared by:

R. TIMOTHY ESTES  
3800 COLONNADE PKWY.  
SUITE 330  
BIRMINGHAM AL. 35243