  
20100602000173600 1/5 \$318.85  
Shelby Cnty Judge of Probate, AL  
06/02/2010 12:42:07 PM FILED/CERT

**After Recording Return To:**  
RUTH RUHL, P.C.  
Attn: Recording Department  
2305 Ridge Road, Suite 106  
Rockwall, Texas 75087

**This Document Prepared By:**  
RUTH RUHL, P.C.  
Ruth Ruhl, Esquire  
2305 Ridge Road, Suite 106  
Rockwall, TX 75087

Loan No.: 5347036

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective May 1st, 2010, between Michael K. Cairnes and Kimberly Cairnes a/k/a Kimberly Gail Surrelle a/k/a Kimberly Gail Burrelle Cairnes, Husband and Wife ("Borrower") and HSBC Mortgage Corporation (USA) ("Lender"),

and amends and supplements (1) the Note (the "Note") made by the Borrower, dated October 19th, 2004, in the original principal sum of U.S.\$ 202,000.00, and (2) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), recorded on October 28th, 2004, in Mortgage Book N/A, Page N/A, Instrument No. 20041028000595830, Official Records of Shelby County, Alabama. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at 755 McBrayer Drive, Vincent, Alabama 35178.

**"The original loan amount was \$ 202,000.00 and the Unpaid Principal Balance is \$ 195,847.63. The portion of the Unpaid Principal Balance which is subject to mortgage registry tax is \$ 195,847.63."**

Loan No.: 5347036

That real property is described as follows:

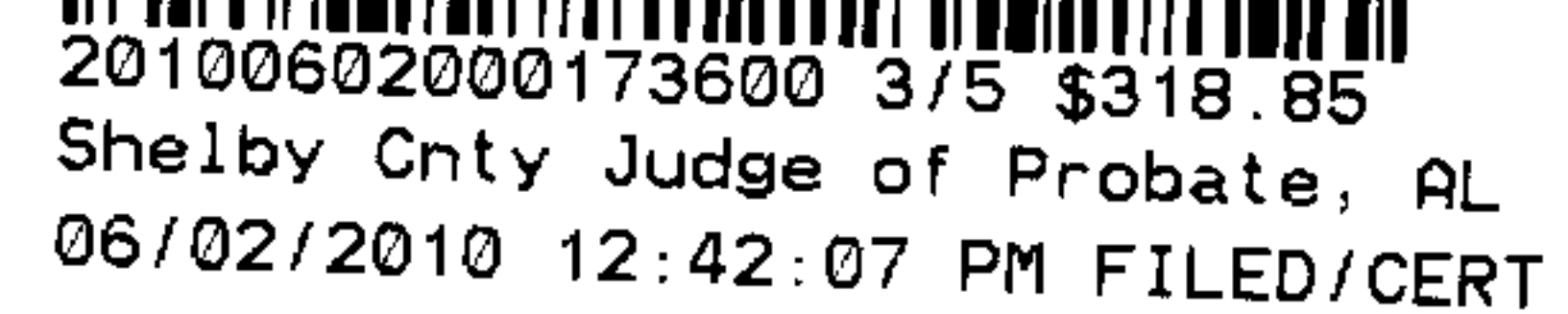
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower ☐ is, ☒ is not, the occupant of the Property.
2. 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 \$ 9,225.25 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of May 1st, 2010 , the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 195,847.63 .
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.750 %, beginning May 1st, 2010 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 912.18 , beginning on the 1st day of June , 2010 , and continuing thereafter on the same day of each succeeding month. If on May 1st, 2050 , (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at HSBC Mortgage Corporation (USA), 2929 Walden Avenue, Depew, New York 14043 or at such place as the Lender may require.

4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and Security Instrument, including without limitation the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.
5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.



[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

\_\_\_\_\_  
Date

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

Kathryn A. Patton  
Style of Officer Kathryn A. Patton  
Notary Public



Loan No.: 5347036

HSBC Mortgage Corporation (USA)

-Lender

5-14-10

-Date

By: [Signature]  
JUNE GEOUGE  
Assistant Vice President  
Its: #08714

### LENDER ACKNOWLEDGMENT

State of New York

§  
§  
§

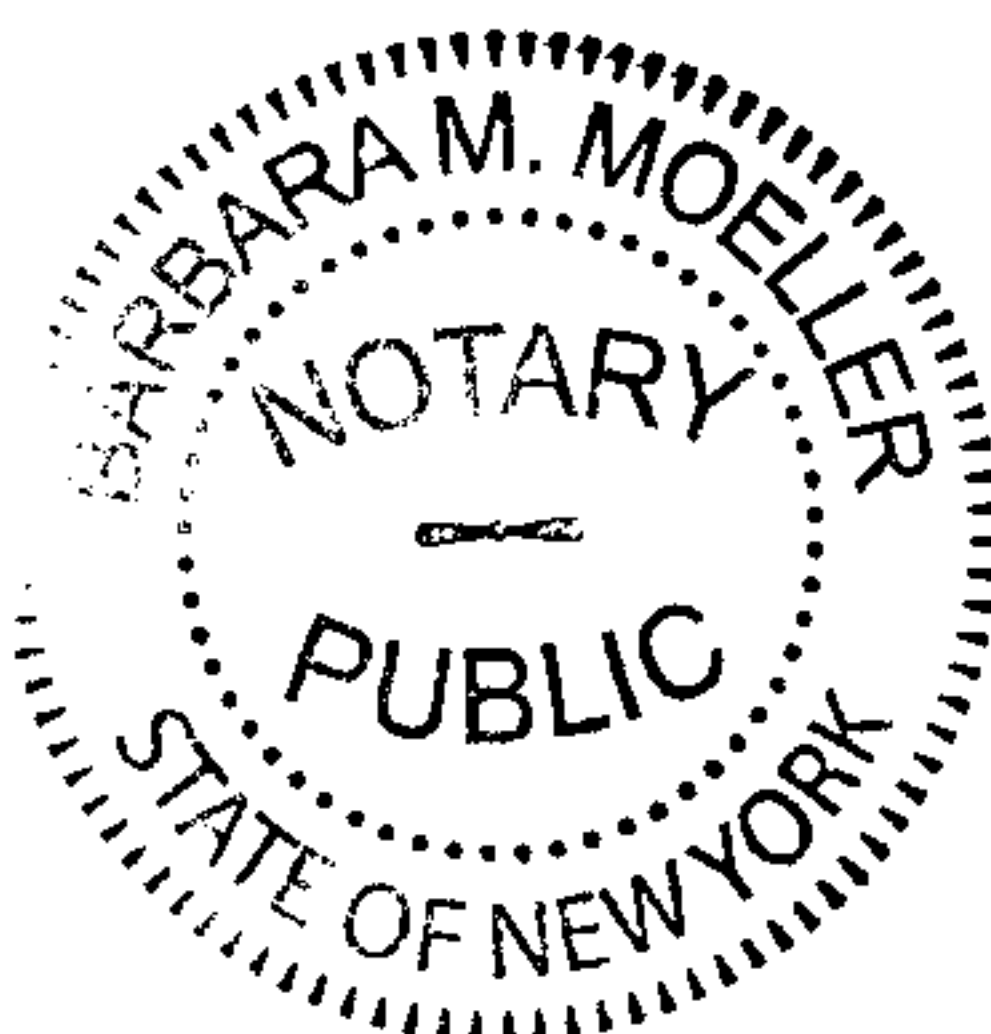
County of Erie

I, Barbara M Moeller, a Notary Public in and for said County in said  
State, hereby certify that June Geouge whose name as ASST VP  
of HSBC Mortgage Corporation (USA)

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

Given under my hand this the 14<sup>th</sup> day of May, 2010.

(Seal)



[Signature]


Barbara M. Moeller

Notary Public

Style of Officer

BARBARA M. MOELLER  
No. 01MO5045067  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires Aug. 11, 2011

Loan No.: 5347036

  
20100602000173600 5/5 \$318.85  
Shelby Cnty Judge of Probate, AL  
06/02/2010 12:42:07 PM FILED/CERT

**EXHIBIT "A"**

LOTS 8 AND 9 OF VINCENT ESTATES, AS RECORDED IN MAP BOOK 8, PAGE 144, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; LESS AND EXCEPT THE FOLLOWING PART OF LOT 9, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE 1/2" REBAR FOUND AT THE NORTHEASTERLY CORNER OF LOT 9, VINCENT ESTATES, AS RECORDED IN MAP BOOK 8, PAGE 144, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE GO SOUTHWESTERLY ALONG THE COMMON LINE BETWEEN LOTS 9 AND 10, 231.63 FEET TO A 5/8" REBAR SET AT THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTHWESTERLY ALONG SAID LINE 40.00 FEET TO A 5/8" REBAR SET; THENCE A RIGHT INTERIOR ANGLE OF 14 DEGREES 09'44" AND GO NORTHEASTERLY 30.05 FEET TO A 5/8" REBAR SET; THENCE A RIGHT INTERIOR ANGLE OF 131 DEGREES 50'29" AND GO NORTHWESTERLY 13.15 FEET TO THE POINT OF BEGINNING, CONTAINING 147 SQUARE FEET OF LAND, MORE OR LESS, HAVING A CLOSING INTERIOR ANGLE OF 33 DEGREES 59' 47",

PLUS: THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT 1/2" REBAR FOUND AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA; THENCE GO EAST ALONG THE SOUTH LINE OF SAID 1/4-1/4 SECTION 331.20 FEET TO A 5/8" REBAR SET; THENCE A RIGHT INTERIOR ANGLE OF 90 DEGREES 16'22" AND GO NORTH 667.78 FEET TO A 5/8" REBAR SET; THENCE A RIGHT INTERIOR ANGLE OF 89 DEGREES 44'55" AND GO WEST 332.00 FEET TO 1/2" REBAR FOUND (PI #16681) ON THE WEST LINE OF SAID 1/4-1/4 SECTION; THENCE A RIGHT INTERIOR ANGLE OF 90 DEGREES 12'44" AND GO SOUTH ALONG SAID LINE 667.91 FEET TO THE POINT OF BEGINNING, CONTAINING 221, 394 SQUARE FEET OF LAND, MORE OR LESS, HAVING A CLOSING INTERIOR ANGLE OF 89 DEGREES 45'59".

SITUATED IN SHELBY COUNTY, ALABAMA.

LOT 10, OF VINCENT ESTATES, AS RECORDED IN MAP BOOK 8, PAGE 144, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; PLUS THE FOLLOWING PART OF LOT 9, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHEASTERLY CORNER OF LOT 9, VINCENT ESTATES, AS RECORDED IN MAP BOOK 8, PAGE 144, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE GO SOUTHWESTERLY ALONG THE COMMON LINE BETWEEN LOTS 9 AND 10, 231.63 FEET TO A 5/8" REBAR SET AT THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTHWESTERLY ALONG SAID LINE 48.00 FEET TO A 5/8" REBAR SET; THENCE A RIGHT INTERIOR ANGLE OF 14 DEGREES 09 MINUTES 44 SECONDS AND GO NORTHEASTERLY 30.05 FEET TO A 5/8" REBAR SET; THENCE A RIGHT INTERIOR ANGLE OF 131 DEGREES 50 MINUTES 29 SECONDS AND GO NORTHWESTERLY 13.15 FEET TO THE POINT OF BEGINNING.

SITUATED IN SHELBY COUNTY, ALABAMA.