

Prepared by and when recorded
Mail to: OneWest Bank
ATTN: Kathleen Olmsted-Special Loans
6900 Beatrice Drive
Kalamazoo, Michigan 49009-8070

Page 1 of 4

Freddie Mac Loan Number: 354540629
Servicer Loan Number: 1003552633

BALLOON LOAN MODIFICATION AGREEMENT

(Pursuant to the Terms of the
Balloon Note Addendum and Balloon Rider)

**TWO ORIGINAL BALLOON LOAN MODIFICATIONS
MUST BE EXECUTED BY THE BORROWER:
ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND
ONE ORIGINAL TO BE RECORDED IN THE LAND RECORDS WHERE THE
SECURITY INSTRUMENT IS RECORDED**

This Balloon Loan Modification ("Modification"), entered into effective as of the 25th day of June 2010, between Robert C. Hayes and Kimila K. Hayes ("Grantor") and IndyMac Bank, F.S.B., a federally chartered savings bank, nka IndyMac Mortgage Servicing, a division of OneWest Bank, F.S.B. ("Grantee"), amends and supplements (1) the Mortgage to Secure Debt (the "Security Instrument"), dated July 21, 2003, securing the original principal sum of U.S. \$ 142,000.00, and recorded in Document Number 20030804000503600, on August 4, 2003, of the office of the Recorder, Records of Shelby County, State of Alabama; and

(2) the Balloon Note bearing the same date as, and secured by, the Security Instrument, (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at 301 Liberty Ridge Road, Chelsea, Alabama 35043, the real property described being set forth as follows: See Exhibit A

To evidence the election by the Borrower of the Conditional Right to Refinance as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.

2. As of September 1, 2010, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$118,460.29.

3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at yearly rate of 4.875%, beginning August 1, 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$714.66, beginning on the 1st day of September, 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 1, 2033 (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 6900 Beatrice Drive, Kalamazoo, Michigan 49009-8070 or at such other place as the Lender may require.

4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and the 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; however, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever canceled, null and void, as of the maturity date of the Note.

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.

7/28/10
Date

7/28/10
Date

Robert C. Hayes (Seal)
Robert C. Hayes Borrower

Kimila K. Hayes (Seal)
Kimila K. Hayes Borrower

On this 28 day of July, 2010, before a Notary Public in and for said County, personally appeared Robert C. Hayes and Kimila K. Hayes and acknowledged the forgoing instrument.

Ronda K. Luther
Notary Public
Shelby County Alabama
My Commission expires: 1-8-2012



IndyMac Mortgage Services,
A division of OneWest Bank FSB.


By: Bart Lerud
Its: Vice President

State of Michigan)

County of Kalamazoo)

On this 5th day of August, 2010, before a Notary Public in and for said County, personally appeared Bart Lerud, the Vice president of IndyMac Mortgage Services, a division of OneWest Bank FSB, and acknowledged the foregoing agreement on behalf of IndyMac Mortgage Services, a division of OneWest Bank, FSB

CHERITA DALLAVALLE, Notary Public
State of Michigan, County of Kalamazoo
My Commission Expires Aug. 22, 2013
Acting in the County of Kalamazoo



Notary Public
Kalamazoo County, Michigan
My commission expires:



20100930000321990 3/4 \$198.75
Shelby Cnty Judge of Probate, AL
09/30/2010 09:51:50 AM FILED/CERT

Exhibit "A"
Legal Description
Parcel Number 097350004003022

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY,
ALABAMA, TO-WIT:

LOT 21, COUNTRYSIDE AT CHELSEA, SECTOR SECTION ACCORDING TO THE
MAP RECORDED IN MAP BOOK 10, PAGE 94, IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA, SITUATED IN SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: BOOK 344 PAGE 809 (RECORDED: 05/29/1991)

APN: 09-7-35-0-004-003.022

06/18/2003 15:01:17 [Amy Kravitz]



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Shelby Cnty Judge of Probate, AL
09/30/2010 09:51:50 AM FILED/CERT